

General terms of The Peter Jones Foundation Virtual Fundraiser (the “Fundraiser”):

1. The Fundraiser is provided by CharityStars, Inc. (“**CharityStars**”) on behalf of The Peter Jones Foundation (England and Wales company number 05321690), Charity Commission for England & Wales charity number 1110288) (“**PJF**”).
2. The Fundraiser platform is available on the CharityStars website at: <https://www.charitystars.com/peterjones> (the “**Website**”)
3. These Terms and Conditions apply *in addition to*:
 - (a) the Terms of Service of CharityStars, available at: www.charitystars.com/company/tos (the “**Terms of Service**”);
 - (b) for each Sweepstake Prize only, the Sweepstake Official Rules applicable to that Prize available on the Website page for the relevant Sweepstake Prize;
 - (c) the terms and conditions specific to a Prize, which shall be available on the CharityStars Website;
 - (d) any additional terms and conditions of a Prize sponsor/prize donor relating to the relevant Prize; and
 - (e) any other terms and conditions of CharityStars,(together, “**TOCs**”).
4. There are two separate parts to the Fundraiser with a chance to win one of the advertised prizes in the Fundraiser (“**Prize**”):
 - (a) the sweepstake (each separate sweepstake for each separate Prize being referred to as a “**Sweepstake**”) whereby you can enter the Sweepstake in accordance with the Official Rules for a chance to win one of the advertised Sweepstake Prizes with the successful Sweepstake Prize winner being drawn at random in accordance with the Official Rules from all of the persons who have entered the Sweepstake for that Sweepstake Prize; and
 - (b) an auction (“**Auction**”) whereby the person who bids the highest amount for a specific advertised Auction Prize will win that Prize (subject always to the TOCs).

Sweepstake and Auction Prizes are clearly identified as such on the Website.

5. For a chance to win a Sweepstake Prize, and to be entered into the Sweepstake to win, an individual should purchase a ticket for that Prize/submit an entry for that Prize in accordance with the Official Rules.
6. For a chance to win an Auction Prize, an individual must make sure they have submitted the highest bid for that Auction Prize and have exceeded any Reserve Price before the expiry date and time of the Auction as notified on the Website.
7. Some Auction Prizes may be subject to a reserve price, being the minimum price the Auction Prize must achieve in order for it to be capable of being won (the “**Reserve Price**”). If the Reserve Price for such Auction Prize is not met, PJF/CharityStars shall notify the highest bidder and afford them the opportunity to increase their bid so as to meet the relevant Reserve Price. If the highest bidder chooses not to increase their bid to the Reserve Price, then the relevant Auction Prize shall be withdrawn from the Auction and that Auction Prize shall no longer be capable of being won.

8. Separate additional terms and conditions apply to each Prize as set out in the TOCs; it is the responsibility of each Entrant to check those additional terms and conditions to ensure that the Prize is appropriate to them and there are not any restrictions or other terms or conditions applying to such Prize which means that an Entrant cannot receive the full benefit of that Prize. PJF is promoting the availability of each Prize only. Sole responsibility for the provision of each Prize and all liabilities and other obligations in respect of the same shall lie solely with the Prize provider/sponsor only and PJF shall have no liability or other obligation in relation to the same.
9. Individuals who participate in the Fundraiser by entering the Sweepstake or placing a bid for an Auction Prize (each an “**Entrant**”) must be 13 years of age or older; however, if an Entrant under the age of 18 years of age enters the Fundraiser and/or wins a Prize, then a parent or legal guardian of such Entrant must provide approval.
10. Entrants must **not** be members or employees, or the immediate family members or employees, of:
 - (a) PJF and/or any other company or organisation owned, or part owned by Peter Jones CBE, nor any subsidiaries of, associated companies, or agents for, any of these companies; and/or
 - (b) any individual or other company connected with the Fundraiser (including, but not limited to, CharityStars).
11. By participating in the Fundraiser and by entering the Sweepstake or placing a bid for an Auction Prize, an Entrant confirms that they are:
 - (a) 13 years of age or older (and if under the age of 18 years of age has the consent of their parent or legal guardian); and
 - (b) not a member or employee, or the immediate family of members or employees, of:
 - (i) PJF and/or any other company or organisation owned, or part owned by Peter Jones CBE, nor any subsidiaries of, associated companies, or agents for, any of these companies; and/or
 - (ii) any individual or company connected with the Fundraiser (including, but not limited to, CharityStars).
12. Winners of a Prize will be contacted by CharityStars in accordance with the Terms of Service.
13. Events may occur that render the Fundraiser itself, any Sweepstake, Auction lot or the awarding of a Prize impossible due to reasons beyond the control of PJF. Entrants agree that the sole and maximum liability of PJF as a result thereof shall:
 - (a) in the case of entry into a Sweepstake, be to refund the Entrant the price the Entrant paid for the winning Prize/Sweepstakes entry/ticket **only** (regardless of the total number of Sweepstake entries/tickets purchased)
 - (b) in the case of an Auction lot, be to refund to the Entrant the amount paid by the Entrant for that Auction lot,(in either case, a “**Refund**”).
14. PJF may acting reasonably and in good faith suspend or withdraw the Fundraiser, any Sweepstake, Auction lot and/or any one or more Prizes or amend these Terms and Conditions, without any liability, at its sole and absolute discretion for any reason at any time.

15. If the Prize donor/provider fails to provide the relevant prize to CharityStars and/or PJF, or if the Prize is lost, damaged or destroyed in transit to CharityStars and/or PJF or otherwise unavailable for any reason, PJF's sole and maximum liability shall be to provide the relevant Prize winner the Refund.
16. CharityStars will be solely responsible for delivering Prizes to winners where the Prize is a physical item. If such a Prize is lost, damaged or destroyed in transit to the winner the sole and maximum liability of PJF shall be to provide the Refund.
17. If there is an error in any Prize description, value, number of winners or otherwise then there will be no obligation on the part of PJF to fulfil the Prize. Any images shown of a Prize is for illustrative purposes only.
18. By purchasing entering the Sweepstake or making a bid for an Auction lot, Entrants acknowledge and accept these Terms and Conditions, the Terms of Service, the Sweepstakes Official Rules (if applicable) and any other TOCs.
19. Each Prize is also subject to the terms and conditions of the prize donor/sponsor/provider, their agents, and where applicable, to the terms of the venue and/or the product manufacturer/supplier.
20. A Prize winner must not under any circumstances sell, auction or otherwise dispose of their Prize to a third party (whether or not for commercial gain).
21. PJF does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by an Entrant howsoever arising from participating in the Fundraiser or from accepting any Prize whether due to any error, omission by PJF, the Prize provider or its or their employees, agents or others or by any other cause. The condition, authenticity, quality or adequacy of any Prize shall be the sole responsibility of the prize donor/sponsor/provider.
22. PJF's maximum and sole liability to an individual under the Fundraiser is set out at clause 14 of these Terms and Conditions; the sole remedy for such individual shall be the Refund. Nothing in the TOCs shall exclude or limit PJF's liability to the extent that such liability cannot be lawfully excluded or limited.
23. These Terms and Conditions are governed by and construed in accordance with English law (including in respects of non-contractual disputes and claims) and the parties submit to the exclusive jurisdiction of the English courts.
24. No provisions of the TOCs shall affect any legal right of Entrants.
25. Nothing in these Terms and Conditions shall exclude or limit liability for:
 - a) death or personal injury caused by the negligence of a party, its officers, employees, contractors or agents;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability to the extent that the same cannot be lawfully excluded or limited.