

## The Peter Jones Foundation Google Device Initiative - Terms and Conditions

The Peter Jones Foundation is a registered charity (registered charity number: 1110288) and company limited by guarantee (company number: 05321690) with its registered office address at Network House, Third Avenue, Globe Park, Marlow, Buckinghamshire, SL7 1LY (“**The Foundation**”).

The Foundation is concerned about the increasing issue of digital poverty that has been intensified by the Covid-19 pandemic. To help tackle digital poverty and further our mission to support disadvantaged young people, The Foundation would like to invite schools, colleges and/or Further Education Colleges (“**Schools**”) in the UK to apply to receive Devices (as defined below) for its learners in need, in accordance with the Terms and Conditions below (the “**Initiative**”).

1. The Foundation shall list on its website the types of devices (such as mobile phones, laptops, tablets etc.) (the “**Devices**”) that it has available at any one time and that Schools can apply for.
2. The Foundation has a limited number of Devices to distribute. To apply for a chance to be allocated one or more of the Devices a School must first register and complete the form at: <https://www.surveymonkey.com/r/2CPW35E> (the “**Application**”). By submitting an Application the School submitting the Application warrants and represents that: (i) they are a UK learning establishment with learners who are being adversely prejudiced through not having access to electronic learning equipment; and (ii) that the information and answers provided in its Application are true and accurate in all respects and not misleading.
3. The Foundation shall, in its absolute discretion, allocate the Devices to Schools it believes are most in need of the Devices; The Foundation shall base its decisions on the answers each School provides to the questions in the Application. The Foundation shall, in its absolute discretion, decide which Schools receive the Devices, and the number of Devices a School will receive (if any).
4. The Foundation may set a maximum limit on the number of Devices a School may receive available in relation to any Initiative.
5. Schools must be based in the UK to enter the Initiative. The Foundation will not deliver any Devices to addresses outside of the UK.
6. Once a School receives any Device, that Device shall become the property of the School and the School shall be solely responsible for using and/or distributing such Device(s) for the purpose of helping learners most at need/tackling digital poverty in their School. The School must keep a written record of the name and address of each individual that receives a Device and the EMEI/serial number of the Device that such individual receives. The Foundation reserves the right to inspect and/or receive a copy of such records upon The Foundation’s request. The recording of EMEI/serial numbers is of critical importance in the unlikely event that a Device needs to be recalled for product safety or any other reason. By entering into an Initiative and receiving a Device the School receiving any Device agrees to indemnify The Foundation and each Device manufacturer/supplier for any loss or other damage suffered or incurred by The Foundation and each Device manufacturer/supplier as a result of that School’s failure to maintain appropriate records under this clause 6.
7. The Foundation accepts no responsibility for Applications not successfully completed due to a technical fault or error, nor does The Foundation accept any responsibility for Applications not successfully completed due to a technical fault or error on the part of the School/applicant to comply with, or adhere to, these Terms and Conditions.
8. A School will be notified by email (to the email address provided at question 2 of the Application) if they have been chosen to receive any one or more Devices (the “**Notification Email**”).

**9.** In the event that a School receives a Notification Email but: (i) the School becomes disqualified or ineligible to participate in the Initiative; (ii) The Foundation, at its sole and absolute discretion, subsequently has reasonable grounds to believe that the School has breached these Terms and Conditions and/or should not receive the Devices; or (iii) an event occurs that renders the Initiative itself or the allocation/distribution of the Devices impossible due to reasons beyond the control of The Foundation, The Foundation may, without incurring any liability or other obligation to the School, withdraw or vary its decision to allocate the School such Devices.

**10.** Devices cannot be returned or exchanged; no alternative cash or physical items will be given.

**11.** The Devices are provided “as is”. No warranties or guarantees are given in relation to the Device(s) by The Foundation or any third party.

**12.** The Foundation shall not be responsible, or in any way liable for, any additional/associated costs and expenses which may be incurred in relation to any Device, including but not limited to, any products, services, applications or any other costs that may be necessary for, or arise from, the use of any Device.

**13.** Nothing in these Terms and Conditions limits or excludes The Foundation’s (or any third party’s) liability arising from fraud, death or personal injury caused by negligence, or any other type of liability to the extent that the same cannot be lawfully limited or excluded. To the fullest extent permissible by law, neither The Foundation, nor any third party, shall be liable for any fault, malfunction, damage, loss or disappointment suffered, howsoever arising from, participating in the Initiative or receipt of any Device.

**14.** If any Device is lost, damaged or destroyed in transit to a School or are otherwise unavailable for any reason, The Foundation shall not be obliged to replace such Device or provide any alternative item/cash substitute.

**15.** Once the Foundation has run out of Devices to distribute, the Foundation shall no longer be required to send out a Device; the Initiative will be suspended or terminated (as the Foundation decides in its absolute discretion) and the Foundation accepts no liability nor assumes any other obligation to any School/individual in relation to the same.

**16.** The Foundation may suspend or withdraw all or any part of the Initiative and may amend these Terms & Conditions, without any liability or other obligation, at any time.

**17.** By registering for the Initiative and applying for a Device each School, and any person acting on that School’s behalf, acknowledges, accepts and agrees to be bound by these Terms and Conditions.

**18.** The Foundation shall comply with all applicable data protection laws. In entering the Initiative, each School, and any person acting on that School’s behalf, consents to provide The Foundation with the requested information reasonably required pursuant to an Application and for the purposes of sending any Device to the relevant School.

**19.** These Terms and Conditions (including in relation to non-contractual matters) are governed by and are subject to the exclusive jurisdiction of English law and the English Courts.

**I AGREE**