

## **TERMS AND CONDITIONS OF PARTICIPATION IN THE “PIGGY BANK PROGRAMME”**

These Terms and Conditions supplement the Agreement as signed between the Beneficiary and the Foundation.

The Parties agree that their relationship shall be governed by the Terms and Conditions which set out the mission goal and the principles of participation.

### **Clause 1 MISSION GOAL AND PREAMBLE**

The goal of the Piggy Bank Programme is to raise funds for adults with malignant tumours in order to provide financial assistance towards treatment, rehabilitation and countenance the negative effects of the illness or the treatment.

The goal of the Programme is achieved through provision of Benefits and Additional Services to the Beneficiaries.

The Piggy Bank Programme shall not discriminate based nationality, race, sex, religion, orientation, age, disability, political or world views etc.

### **Clause 2 DEFINITIONS**

**Piggy Bank Programme** shall mean the programme as detailed in these terms and conditions;

**Terms and Conditions** shall mean these terms and conditions;

**Agreement** shall mean the Agreement signed between the Beneficiary and the Foundation for participation in the Piggy Bank Programme.

**Beneficiary** shall mean an adult of 18 years or older who is suffering from a malignant tumour and whose financial situation makes it impossible, in the view of the Foundation, to acquire independently sufficient moneys for treatment and rehabilitation, who has entered into the Agreement with the Foundation under the terms of the Piggy Bank Programme.

**Foundation** shall mean Alivia Foundation UK, Ground Floor, 1/7 Station Road, Crawley, West Sussex, United Kingdom, RH10 1HT, a company limited by guarantee under Company Number 09817279.

**Parties** shall mean the Beneficiary and the Foundation.

**Representative** shall mean a natural person acting under the instruction and for benefit of the Beneficiary and authorised by the Beneficiary to perform on their behalf any and all activities (including any legal acts), under the terms the Agreement and these Terms and Conditions.

**Financing** shall mean payments made by the Foundation to cover eligible expenses claimed by the beneficiary as detailed in Clause 5, the recipient of which shall always be the relevant care or service provider.

**Reimbursement** shall mean payments made by the Foundation to cover eligible expenses claimed by the beneficiary as detailed in Clause 5, the recipient of which shall always be the Beneficiary.

**Notification** shall mean the request for Benefits made by the Beneficiary or the Representative in accordance with Clause 5.

**Donation** shall mean money received by the Foundation for the benefit of the Beneficiary.

**Donor** shall mean the individual or a company as the case may be that has given the Donation to the Foundation for the Benefit of the Beneficiary.

**Account** means the electronic account kept on the database and Information Systems of the Foundation and as provided by the Foundation to the Beneficiary and their Representative containing data pertinent to the Beneficiary, in particular a list of Donations received and Reimbursements or Financing payments made, together with personal and other details of the Beneficiary, and options to create or track Notifications, receipt of messages from the Foundation and use of such additional services as the Foundation shall implement from time to time. Such Account shall be under the username and password as provided by the Foundation to the Beneficiary or the Representative.

**Programme** shall mean this Piggy Bank Programme and related activities performed by the Foundation, consisting of, but not limited to the raising and gathering of funds, providing Benefits for Beneficiaries and any relevant additional services.

**Balance** shall mean the amount of funds allocated to the Beneficiary under the Program being the difference between the sum of all Donations received minus all Financing and Reimbursement payments made.

**Information Systems** shall mean the electronic database and computer systems of the Foundation, which shall be available to access and use by the Foundation, the Beneficiary and the Representative by way of internet using the domain provided by the Foundation.

**Benefit** shall mean payments by virtue of Financing or Reimbursement.

**Additional Services** shall mean any non-financial assistance provided by the Foundation from time to time.

**Base Currency** shall mean the currency chosen by the Beneficiary at registration of the Account. All Donations, Balances and Payments shall be in this currency.

### **Clause 3**

#### **ACCESSION TO AND INCLUSION THE PROGRAMME**

1. In order to qualify for the Programme, the applicant must at the time of the application and throughout the entire participation period in the Programme:
  - (a) be no less than 18 years old;
  - (b) be suffering from a malignant tumour;
  - (c) be in financial hardship so as for it to be impossible for the applicant fund the treatment or rehabilitation reasonably required from his or her personal finances.
2. A person may apply to be a Beneficiary under the Programme by virtue of completing the online application form and providing in particular the following details:
  - (a) personal data as requested on the application form, including name, address, contact information and bank account number;
  - (b) personal data of the Representative, including name, address and contact information;
  - (c) type of tumour and date of diagnosis;
  - (d) any further information as may be requested by the Foundation in the application form and from time to time.
3. In addition, the applicant to the programme shall provide the following documents:
  - (a) all and any documents within the applicant's possession confirming the diagnosis of cancer with the words "I hereby confirm this is a true and exact copy" together with the signature of the applicant and the date signed;
  - (b) any further documents as may be requested by the Foundation from time to time.
4. Upon completion of Clause 3.2 a person authorised by the Foundation shall review the initial application and in the event that the application allowed to progress whether

immediately or further to additional investigations, an electronic link shall be sent to the applicant to complete the electronic registration.

5. Upon completion of Clause 3.4 and on satisfaction of the person authorised of the accuracy and veracity of the information provided, the Foundation shall sent the Agreement, these Terms and Conditions and our Privacy Policy.
6. The applicant must promptly return to the Foundation, by post, signed documents in duplicate.
7. Within 10 days of receipt and in on satisfaction of the accuracy and veracity of the information provided, the person authorised, subject to the approval of the board of the Foundation, shall activate the Account and the applicant shall join the Programme.
8. The board of the Foundation shall have the right to override the decision of the administrator for any reason whatsoever and shall in any event be required to approve or deny any new Beneficiary within 10 working days of receipt of the documents in Clause 3.6 of these Terms and Conditions.
9. The decision of the Foundation shall be made on information and documents as presented by the applicant, provisions of these Terms and Conditions, current organisational and financial capacities of the Foundation and provisions of the Foundation statutes.
10. Except where otherwise required by law, the Foundation shall have the right to:
  - (a) Withhold reasons for any decision to approve or reject the applicant;
  - (b) Request the applicant to provide additional statements or documents, e.g. in respect of further evidence of identity, health conditions or financial situation.
11. Upon approval of the board of the Foundation, the Beneficiary shall joint the Program and be eligible to receive Donations and apply for Benefits.
12. Upon inclusion in the Programme, the Foundation shall provide the services to the Beneficiary under these Terms and Conditions, in particular:
  - (a) Create and maintain a dedicated internet page on the website as directed by the Foundation, for the purpose of receiving Donations for the Beneficiary and the Programme generally, this being subject to the Beneficiary providing all the necessary data, information, photographs and any other media as requested by the Foundation;
  - (b) Allow Donations for the benefit of the Beneficiary to accepted into the bank account held by the Foundation in the manner as detailed in these Terms and Conditions;
  - (c) Promote the Programme and collect Donations for the benefit of the Beneficiary;
  - (d) Maintain and allow access to the Beneficiary or their Representative of the dedicated Account set up for the Beneficiary;

- (e) Undertake the payment of Benefits to the Beneficiary as per these Terms and Conditions;
- (f) Provide any Additional Services to the Beneficiary at the Foundation's discretion from time to time.

**Clause 4**  
**EXCLUSION FROM THE PROGRAMME**

1. The Beneficiary shall be excluded from the Programme on termination of the Agreement between the Beneficiary and the Foundation.
2. The Beneficiary shall have the right to terminate the Agreement for any reason whatsoever, subject to such termination not being in bad faith.
3. The Beneficiary must terminate the Agreement immediately in the event that the Beneficiary no longer qualifies for the Programme as detailed in Clause 3.1.
4. The Foundation shall have the right to terminate the Agreement for any reason whatsoever, subject to such termination not being in bad faith, on giving the Beneficiary 30 days notice.
5. The Beneficiary shall be automatically excluded from the Programme on death.
6. Any Donations remaining as for the benefit of the Beneficiary shall be allocated as per Clause 8.
7. The Foundation shall have the right to terminate the Agreement immediately upon discovery of any fraudulent activities whatsoever by the Beneficiary or the Representative.
8. The Foundation shall have the right to terminate the Agreement upon the beneficiary's Account becoming Inactive by virtue of:
  - (a) The Account having not been logged into for a continuous period of 180 days; and
  - (b) The Foundation having attempted to contact the Beneficiary or the Representative by telephone and e-mail upon expiry of this period and has not been able to make such contact for a continuous period of 60 days.

**Clause 5**  
**ELIGIBILITY OF CLAIMS FOR BENEFITS**

1. The Benefit shall be payable by Foundation in accordance with these terms and conditions in the event that all of the following conditions are met:
  - (a) request for the Benefit is made as per the Notification procedure in the Account;
  - (b) all documents as may be required by the Foundation in evidence are provided;
  - (c) the Notification is eligible as per Clause 5.2;
  - (d) there is sufficient Balance on the Account of the Beneficiary;
  - (e) the Benefit is otherwise approved by the Foundation.
  
2. Subject to exceptions detailed elsewhere in these Terms and Conditions, the Notification shall be deemed as eligible in the event that all of the following conditions are met:
  - (a) the Notification was correctly submitted by the Beneficiary or the representative using the relevant process in the Account;
  - (b) the Notification was made during the term of the Agreement or within 60 days of its termination;
  - (c) expenses sought in the Notification fall within the mission goal of the Programme as detailed in these Terms and Conditions;
  - (d) expenses sought in the Notification are not subject to any double financing or refinancing arrangements, i.e. from sources other than the Programme;
  - (e) expenses sought in the Notification were incurred exclusively during the term of the Agreement;
  - (f) the total value of the Notification amounts to no less than:
    - (i) the sum of 50 Base Currency in respect of Reimbursement;
    - (ii) the sum of 500 Base Currency in respect of Re-financing;
  - (g) the total value of the Notification is equal to or lower than the Balance held for the Beneficiary;
  - (h) expenses sought in the Notification will belong to one (or more) of the following categories:
    - (i) pharmacological measures;
    - (ii) diagnostic examinations;
    - (iii) consultations;
    - (iv) treatment;
    - (v) transport and travel to and from examinations, rehabilitation, therapy or treatment;
    - (vi) rehabilitation and treatment equipment;
    - (vii) any other expenses which may be deemed as treatment, rehabilitation and countenance the negative effects of the illness or the treatment by the Foundation at the Foundation's discretion;
  - (i) products and services in respect of which the Notification has been submitted are based on evidence-based medicine.
  - (j) any alternative medicine products or services are specifically excluded.

3. The board of the Foundation or any persons authorised shall have the absolute discretion as to whether the Notification meets the eligibility criteria.
4. The board of the Foundation or any persons authorised shall have the absolute discretion as to require the Beneficiary or the Representative to submit additional reasons or explanations, whether oral or written, and provide additional documents, if in necessary originals, at the time of considering the eligibility of the Notification.
5. In the event that the Notification is deemed as ineligible by the board of the Foundation, the Beneficiary shall have the right to appeal the decision by virtue making a written application to the Foundation stating reasons why the board of the Foundation or authorised persons have erred and enclosing any additional evidence, within 14 days of such decision.
6. The board of the Foundation shall examine and action the appeal of the Beneficiary within 14 days of receipt thereof.
7. The board of the Foundation may:
  - (a) Reject the appeal and uphold the original decision;
  - (b) Reject the original decision and approve the Notification as eligible;
  - (c) Make any other decision whatsoever.
8. Absolutely no payments other than in accordance with Clause 5 shall be released to the Beneficiary whether in the form of Benefits or at all.

**Clause 6**  
**FUNDRAISING AND DONATIONS**

1. The Donations for the Programme generally will be received in the form of voluntary donations from natural legal persons in the following forms:
  - (a) voluntary payments by way of bank or wire transfer or by way of such other non-cash payment into the bank account of the Foundation as informed;
  - (b) voluntary payments through the mechanism of on-line payments on any website as directed by the Foundation;
  - (c) payments in respect of any auction, promotion, sale, event, games as may be organised or developed by the Foundation with a goal of raising funds for the Foundation;
  - (d) claims from HM Revenue and Customs by virtue of tax repayment in accordance with Gift Aid procedures;
  - (e) claims from any other tax authority of the Donor's resident country as the local legislation may allow;
  - (f) any tax contributions as the Donor's resident country may allow

(g) any other fundraising as permitted by law.

2. The Foundation shall have an absolute discretion as to allocation of Donations or any part thereof received pursuant to Clause 6.1.
3. In any event, the Foundation shall have the absolute right to allocate any part of the Donations received pursuant to Clause 6.1 to any running and administrative costs of the Foundation whatsoever.
4. The Donations for the Beneficiaries will be received in the form of voluntary donations from natural and legal persons in the following forms:
  - (a) voluntary payments by way of bank or wire transfer or by way of such other non-cash payment into the bank account of the Foundation as informed;
  - (b) voluntary payments through the mechanism of on-line payments on any website as directed by the Foundation;
  - (c) payments in respect of any auction, promotion, sale, event, game as may be organised or developed by the Foundation with a goal of raising funds for the Foundation;
  - (d) claims from HM Revenue and Customs by virtue of tax repayment in accordance with Gift Aid procedures;
  - (e) claims from any other tax authority of the Donor's resident country as the local legislation may allow;
  - (f) any tax contributions as the Donor's resident country may allow;
  - (g) allocation of Donations received for the Programme generally as at the discretion of the Foundation;
  - (h) allocation of any unclaimed Balance of the Beneficiaries excluded from the Programme at the discretion of the Foundation;
  - (i) any other fundraising as permitted by law.
5. The Donations must comply with the following condition in order to be deemed as Donations received under Clause 6.4 and be credited to the Balance of the relevant Beneficiary:
  - (a) in the event of Donations pursuant to Clause 4(a);
    - (i) making the payment to the bank account as directed by these Terms and Conditions or as may be directed by the Foundation from time to time;
    - (ii) referencing the payment with characters "Donation for the Piggy Bank Programme - NAME SURNAME ID" where:
      - NAME means a sequence of characters corresponding to the first name of the Beneficiary;
      - SURNAME means a sequence of characters corresponding to the surname of the Beneficiary



- ID – means a sequence of digits corresponding to the identifier of the Beneficiary as stated on the website or any other media produced and maintained by the Foundation;
- (b) in the event of Donations pursuant to Clause 4(b);
- (i) making the payment on the dedicated page of the website as directed by the Foundation and following all the payment steps thereon;
  - (ii) setting a transmitted description for the payment with characters “Donation for the Piggy Bank Programme - NAME SURNAME ID” where:
    - NAME means a sequence of characters corresponding to the first name of the Beneficiary;
    - SURNAME means a sequence of characters corresponding to the surname of the Beneficiary
    - ID – means a sequence of digits corresponding to the identifier of the Beneficiary as stated on the website or any other media produced and maintained by the Foundation;
  - (iii) the for the payment may be set automatically by the website.
- (c) in the event of Donations pursuant to Clause 4(c);
- (i) making the payment auction, promotion, sale, event or game as may be organised or developed by the Foundation and following all the payment steps thereon;
  - (ii) unless directed otherwise setting a transmitted description for the payment with characters “Donation for the Piggy Bank Programme - NAME SURNAME ID” where:
    - NAME means a sequence of characters corresponding to the first name of the Beneficiary;
    - SURNAME means a sequence of characters corresponding to the surname of the Beneficiary
    - ID – means a sequence of digits corresponding to the identifier of the Beneficiary as stated on the website or any other media produced and maintained by the Foundation;
  - (iii) following any other procedure as may be directed by the Foundation in respect of the relevant auction, promotion, sale, event or game.
- (d) in the event of Donations pursuant to Clause 4(d);
- (i) the Donations in respect of which the claim is made to HM Revenue and Customs must comply with Clause 5(a) to 5(c) as appropriate;
- (e) in the event of Donations pursuant to Clause 4(e) to 4(f);
- (i) making the payment through the relevant procedure in accordance with the Donor’s country of residence and payment of all other taxes as fall due;
  - (ii) setting a transmitted description for the payment with a characters as “Donation for the Piggy Bank Programme - NAME SURNAME ID” where:
    - NAME means a sequence of characters corresponding to the first name of the Beneficiary;

- SURNAME means a sequence of characters corresponding to the surname of the Beneficiary
  - ID – means a sequence of digits corresponding to the identifier of the Beneficiary as stated on the website or any other media produced and maintained by the Foundation;
6. Without prejudice to the Foundation's rights under these Terms and Conditions, Any Donations received pursuant to Clause 6.4 shall be allocated as follows:
    - (a) 10% of the Donation shall be retained by the Foundation towards any running and administrative costs whatsoever;
    - (b) 90% of the Donation shall be credited to the Beneficiary's Balance held with the Foundation.
  7. Any Donations received pursuant to Clause 6.4 shall be converted to Base Currency at the time of processing and shall be held in the Base Currency. The Foundation shall not be liable for any change or fluctuation of exchange rates or charges in respect of currency conversion. These risks and costs are borne by the Beneficiary alone.
  8. The identification of payments and their assignment to particular Beneficiaries are automatic (with the use of the IT System of the Foundation) on the basis of the data provided by the bank, online payments operators, treasury authorities and other platforms.
  9. The Foundation shall have the right to organise and hold a promotion, appeal or any other event and in any form of media for the purposes of promoting the Programme or securing Donations subject to such promotion, appeal or event complying with the local law of the state in which it is held.
  10. The Beneficiary shall have the right to organise and hold a promotion, appeal or other event and in any form of media for the purposes of promoting the Programme or securing Donations subject to such promotion, appeal or event complying with the loan law of the state in which it is held.
  11. The Beneficiary and the Representative must inform the Foundation of any such event under Clause 6.10 providing all information pertaining to the event.
  12. The Foundation shall have the right to require the Beneficiary or the Representative to desist from holding the event under Clause 6.10 or to remove any reference to the Foundation or Programme from the event for any reason whatsoever.

13. In the event that the Beneficiary seeks to use the logo or any other media of the Foundation, Foundation's express permission must be obtained on each occasion prior to any such use.
14. The Beneficiary and the Representative shall cooperate with the Foundation in respect of any actions taken by the foundation for the purposes of promoting the Programme or securing Donations.
15. The Foundation shall have the right not to promote, organise or participate in any event under Clause 6.10 for any reason whatsoever.
16. In any event, the Foundation shall bear no liability for any events under Clause 6.10 and if any liability is established, the Beneficiary covenants to indemnify the Foundation for any losses incurred.
17. The Foundation shall not mediate or settle any disputed between the Beneficiary or Representative and any other natural or legal person arising out of any activities under Clause 6.10.
18. All Donations received by the Foundation whether pursuant to Clause 6.1, 6.4 or in any other manner whatsoever shall at all times remain the property of the Foundation, held on trust for the Foundation and its current members and Beneficiaries to be distributed and utilised at the Foundation's discretion.
19. Any Balance showing on the Account of the Beneficiary is representative to the current estimated allocation of total Donations to the Beneficiary by the Foundation and may be varied at the Foundation's discretion.
20. Proprietary ownership of the Benefits shall only pass to the Beneficiaries after Benefits are paid to the Beneficiary in a claim for Reimbursement or the relevant provider in a claim of Expenses.

#### **Clause 7**

#### **EXPENDITURE AND DISTRIBUTION OF DONATIONS**

1. The Foundation shall have the right to expend the Donations at the Foundations discretion in the following manner:
  - (a) payment of Benefits under Clause 5;
  - (b) payment of administrative or running costs;
  - (c) settlement of any liabilities and disputes;
  - (d) any legal costs associated with objections to any liabilities and disputes.

2. The Foundation shall take all reasonable steps to ensure that the Donations received under Clause 6.4 are allocated to the relevant Beneficiary subject to these Terms and Conditions.
3. The Foundation shall make payment of the Benefit within a period of 10 working days from the date of the conditions contained in Clause 5.1 being satisfied.
4. The Beneficiary and their Representative shall within 10 working days of receipt of Benefit or payment of such benefit to the third party by the Foundation:
  - (a) procure from the product or service provider original invoices confirming that the Benefit received has been used to pay the said invoices;
  - (b) utilise fully the Benefits received in accordance with the information supplied in the Notification.
5. In the event that the Beneficiary or their Representative are in breach of Clause 7.4, the Foundation reserves the right to:
  - (a) withhold any future Benefits;
  - (b) refuse any future Notification;
  - (c) request that the Benefits are refunded to the Foundation by the Beneficiary within 10 working days of the request;
  - (d) terminate the Agreement and exclude the Beneficiary from the Programme.
6. The Foundation shall have the right to refuse any payment of Benefit in the event that the service or product provider:
  - (a) does not enable payments by means of bank transfer;
  - (b) is unable to issue accounting documents certifying that Benefits have been utilised in accordance with the information supplied in the Notification;
  - (c) is not contactable or fails to provide any response to any telephone calls or e-mails as may be actioned by the Foundation.
7. The Foundation shall not make any cash payments whatsoever.
8. The Foundation shall not make any payments to the Beneficiary, their estate or any third party product or service provider other than in strict accordance with these Terms and Conditions.
9. The Foundation shall be under no obligation to approve and release any additional Benefits in the event that the Beneficiary has failed to receive or collect the product or service in respect of which the Benefit has been paid. It is the duty of the Beneficiary to ensure that the said product or service is received or collected by the Beneficiary.
10. The Foundation shall have the right to refuse payment of Benefit in the event that the provider of the product or service is not at arms length from the Beneficiary or their

immediate family, is controlled by the Beneficiary or their immediate family or financially benefits the Beneficiary or their immediate family, whether such Benefit was previously approved by the Foundation or not.

11. The Foundation shall bear no liability to the Beneficiary arising out of any erroneous information provided in the Notification.

### **Clause 8 UNCLAIMED AND UNIDENTIFIED DONATIONS**

1. The Foundation shall have the right to retain any Balance of the Beneficiary excluded from the Programme that has not been claimed in accordance with these Terms and Conditions.
2. The Beneficiary or their Representative may submit a Notification for Reimbursement in accordance with these Terms and Conditions within 60 calendar days of the termination of the Agreement between the parties and the exclusion from the Programme.
3. The Beneficiary may submit a written request within 30 calendar days of the termination of the Agreement or exclusion from the Programme for the Balance to be transferred to an organisation of the Beneficiary's choosing, provided that:
  - (a) this is a non-governmental organisation;
  - (b) this organisation is a charity registered in its country of residence;
  - (c) the organisation's mission and statutory goals are substantially similar to that of the Foundation;
  - (d) the moneys transferred shall be used for substantially similar purpose as the Programme and for the benefit of the Beneficiary.
4. Any Balance that remains unclaimed in accordance with these Terms and Conditions upon expiry of the periods in in Clause 8.1 and 8.2 shall be allocated at the Foundation's discretion for the purpose of implementing the statutory goals of the Foundation whatsoever.
5. The Beneficiary shall not be entitled to any payment of the Balance unless in accordance with these Terms and Conditions and within the time limits as set out in this Agreement.
6. The Foundation shall the absolute right to treat any unidentified Donations or such Donations that do not comply with the criteria as set out in Clause 6.5 as donations made under Clause 6.1.

**Clause 9**  
**FINAL PROVISIONS**

Amendments

1. The Foundation has the right to make any changes to these Terms and Conditions for any reason whatsoever, however in particular in the event of changes in law, the Foundation statute, or as a result of resolutions adopted by the Board of the Foundation hindering further provision of social assistance on the terms described in these Terms and Conditions. Any such amended Terms and Conditions shall be published in place of these Terms and Conditions and may be sent to the Beneficiaries directly.
2. By virtue of continuing participation in the Programme, the Beneficiary shall be deemed to accept any amended Terms and Conditions.

Intellectual Property and Data

3. The ownership and all any rights whatsoever which may be vested in the Beneficiary in any media, images, materials, texts, etc. shall be immediately and irrevocably assigned to the Foundation immediately on use of any such media, images, materials, texts etc. in connection with the programme or the Foundation, whether such use by the Foundation, the Representative of the Beneficiary, or uploading of such media, images, materials, texts, etc. on the Foundation's website. Such rights in particular being:
  - (a) recording and production of media, images, materials, texts, etc, or the manufacturing using any technique, including printing, reprographic, magnetic recording and digital technology;
  - (b) commercial rights in the originals or copies of media, images, materials, texts, etc. including any licences granted and any and all benefits received;
  - (c) commercial rights in any media devices and publications containing the media, images, materials, texts, etc. which are being used for anything other than private use by the Beneficiary;
  - (d) any dissemination of such media, images, materials, texts, etc. for any purposes and by using any media, storage, publications or direct and indirect computerised transfers.
  - (e) making available to the public the media, images, materials, texts, etc. whether for commercial or other purposes including in the course of presentations and conferences and in such a manner that the public has access to media, images, materials, texts, etc. whether at a set time and place or generally.

4. The Foundation shall have the right to grant any licences or assignments whether for commercial or other purposes without limitation upon assignment having taken place in accordance with Clause 9.3.
5. The Foundation shall have the right to use and manage any such media, images, materials, texts, etc. at the Foundation's discretion.
6. In any event, the Beneficiary consents to public use and disclosure of their image and data by the Foundation, limited to details of their name, details of their health conditions and any photographic images of the Beneficiary. The public use and disclosure of such data shall be limited to furtherance of the mission goal of the Programme and fundraising. The Beneficiary acknowledges that public use and disclosure of this data is critical for pursuance of the mission goal of the Programme and is required for seeking Donations for the Beneficiary.
7. The Beneficiary shall have the right to use media, images, materials, texts, etc. for private purposes only and shall indemnify the Foundation for any losses to the Foundation arising out of misuse of media, images, materials, texts, etc. not in accordance with the Terms and Conditions.
8. The Beneficiary shall have the right to make a request that the data in Clause 9.6 is removed from all publically accessible materials and the Foundation must comply with this request within 28 days of receipt thereof.
9. Clause 9.8 shall have no effect on any materials which have been printed at the time of the request.
10. The Foundation shall not disclose to the Beneficiary or any other person and the Beneficiary shall have no right to request details of any Donors without the Donor's express written consent to any such disclosure.

#### Warranties of the Beneficiary

11. The Beneficiary hereby warrants covenants with the Foundation that he or she:
  - (a) has full proprietary rights to media, images, materials, texts, etc. in Clause 9.3;
  - (b) shall use the Benefits received only for purposes detailed in the Notification;
  - (c) shall notify the Foundation immediately on learning that he or she no longer fulfils the qualifying criteria;
  - (d) shall reimburse the Foundation for any false or incorrect claims for Benefits made;
  - (e) shall indemnify the Foundation for any losses incurred by or claims made against the Foundation by any third party arising out of any incorrect or fraudulent information provided by the Beneficiary

### Force Majeure and Withholding of Benefits

12. The Foundation shall be entitled to withhold the payment of Benefits or reducing the Balances of the Beneficiaries in the event of external factors affecting the availability or access to raised funds from financial institutions whereby such funds are held, including but not limited to implementation of bail-out procedures, restrictions in withdrawal of funds, freezing of assets etc.
13. Neither Party shall have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of its terms which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

### Entire Agreement

14. These Terms and Conditions and the Agreement shall together contain the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Beneficiary confirms that they have not entered into the Agreement with the Foundation on the basis of any representation that is not expressly incorporated into these Terms and Conditions. Nothing in these Terms and Conditions shall exclude liability for fraud whatsoever.

### Severance

15. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and conditions and rendered ineffective so far as possible without modifying the remaining provisions of these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

### Notices General

16. All notices to the Foundation must be made in writing to [info@alivia.org.uk](mailto:info@alivia.org.uk) or Alivia Foundation UK, 3<sup>rd</sup> Floor, 207 Regent Street, London, W1B 3HH.

### Third Parties



17. For the purposes of the Contracts (Rights of Third parties) Act 1999 and notwithstanding any other provision of the Terms and Conditions, the Agreement between the parties is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions whatsoever.

#### Law and Jurisdiction

18. The validity, construction and performance of the Agreement between the Beneficiary and the Foundation and any action or dealing of the Foundation shall be governed by the Law of England and Wales and any dispute whatsoever shall at all times be subject to exclusive jurisdiction of the courts of England and Wales.