

## Terms and conditions

### SALESFORCE SMALL BUSINESS GRANT PROGRAMME TERMS AND CONDITIONS (the Terms and Conditions)

#### 1. The Administrator

The **Administrator** of the grant programme is:

Enterprise Nation Ltd  
133 Whitechapel High Street  
London  
E1 7QA

#### 2. The Programme

- 2.1. The title of the Programme is 'Salesforce small business grant Programme 2020' (the **Programme**).
- 2.2. The Programme is intended to offer grant funding ("**Grants**") to provide support to Eligible Companies who are suffering from the effects of the current restrictions placed upon business and the general population as a result of the COVID-19 pandemic (**COVID-19**). The Programme is open to all Eligible Companies (as defined in Section 4, below). Entry will be by submission (via the Administrator's **Website** at [www.enterprisenation.com/smallbusinessgrant](http://www.enterprisenation.com/smallbusinessgrant)) of a fully completed application for grant funding, in accordance with Section 3, below.
- 2.3. The Grants will be funded by the **Sponsor** of the Programme:
- Salesforce UK Limited  
110 Bishopsgate  
London  
EC2N 4AY
- 2.4. All applications for Grants received between the Opening Date and Closing Date (as defined in Section 3.1, below) (**Applications**) will first be assessed by the Administrator (on its own or using a third party agent) for eligibility (in accordance with Section 4). All eligible applications will then be scored by the Administrator against a set of criteria including (but not limited to)(the **Criteria**):
- 2.4.1. the activity of the business;
  - 2.4.2. the financial standing of the company;
  - 2.4.3. the level of hardship suffered by the company as a result of COVID-19;
  - 2.4.4. the likely impact of a Grant on the survivability and resilience of the company; and
  - 2.4.5. the impact of the company on its community, and the impact of the potential failure of the business on that community.
- 2.5. The applications with the highest scores will be shortlisted (see detailed numbers per region in the table below, subject to change, based on the entries per region) and invited to send in a 2 minute virtual pitch to a panel of judges appointed by the Administrator (which shall include at least one independent judge)(the **Panel**), covering (i) an introduction to their business; (ii) how their business has been affected by Coronavirus; and (iii) how securing the Grant will help their business on what it will be spent and how it will positively impact the community. The Panel will score each Application against the Criteria and will submit its selection decisions to the Administrator, who shall offer Grants to those Applications which have been selected as being most deserving under the Criteria, provided that their Application is in compliance with Sections 5 and 6 below (the **Successful Applicants**). The offer and acceptance of Grants shall be in accordance with Sections 5 and 6 below.

Region	Shortlisted
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Scotland	18
Wales	10
Northern Ireland	8
North England	54
Central England	68
South England	110
TOTAL	268

2.5.1. For the purpose of these Terms and Condition, the relevant region for each Applicant, is the region where the Applicant's principal trading address resides, as recorded in the national database.

2.5.2. For the purpose of these Terms and Condition, the following regions include the following counties:

Region	
North England	Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside, Northumberland, County Durham, Tyne and Wear, Yorkshire.
Central England	West Midlands, Staffordshire, Worcestershire, Warwickshire, Shropshire, Herefordshire, Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire, Rutland, Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk and Suffolk.
South England	Greater London, Berkshire, Buckinghamshire, East Sussex, Hampshire, Isle of Wight, Kent, Middlesex, Oxfordshire, Surrey, West Sussex, Bristol, Cornwall, Dorset, Devon, Gloucestershire, Somerset and Wiltshire.

2.6. The final decision to offer any Grant will be at the discretion of the Administrator, acting reasonably.

2.7. The names of the judges on the Panel will be available to anyone who requests them via [grants@enterprisenation.com](mailto:grants@enterprisenation.com) within one month of the Closing Date.

### 3. How to enter

3.1. The Programme will run from the applicable **Opening Date** to the applicable **Closing Date**, in respect of the region where the Applicant's principal trading address resides, as recorded on the national database, as per table below.

Region	Opening Date	Closing Date
Northern Ireland	8:00: a.m. (BST) 18th May 2020	11:59: p.m. (BST) 24th May 2020
Central England	8:00: a.m. (BST) 1st June 2020	11:59: p.m. (BST) 7th June
South England	8:00: a.m. (BST) 15th June 2020	11:59: p.m. (BST) 21st June 2020
Scotland	8:00: a.m. (BST) 29th June 2020	11:59: p.m. (BST) 5th July 2020

Wales	8:00: a.m. (BST) 13th July 2020	11:59: p.m. (BST) 19th July 2020
North of England	8:00: a.m. (BST) 27th July 2020	11:59: p.m. (BST) 2nd August 2020

- 3.2. All Applications must be received by the Administrator via the Administrator's website by no later than 11:59:59 p.m. (BST) on the Closing Date. All Applications received after the Closing Date are automatically disqualified.
- 3.3. All Applications must contain all of the required information set out on the application form on the Administrator's website. Applications which do not contain all required information will be automatically disqualified.
- 3.4. There is no charge to use of the Administrator's website or to submit an Application. Applicants must however create an account on the Administrator's website in order to submit an application. Applicants will be able to delete their account at any time, at the end of the Grant Programme.
- 3.5. The Administrator will **not** accept responsibility for any partially-complete or failed Applications, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 3.6. By submitting an Application, you, as Applicant Representative, are agreeing (and representing and warranting that you as Applicant Representative have the power to agree) for and on behalf of the Eligible Company to be bound by these Terms and Conditions and that the information provided as part of the Application is complete and accurate.

#### 4. Eligibility

- 4.1. The Programme is only open to UK-registered limited companies who meet the following requirements:
- 4.1.1. applicant company is headquartered in the UK and they have a British bank account;
  - 4.1.2. applicant company is a for-profit business;
  - 4.1.3. applicant company must have been established (i.e. incorporated at Companies House (or equivalent)) for at least one year as of programme launch date (18 May 2020);
  - 4.1.4. applicant company has a website or other online/digital presence;
  - 4.1.5. applicant company must not be a franchisee or a subsidiary of any other company;
  - 4.1.6. applicant company must have had at least two full-time employee (including the founder/business owner) as of 31 December 2019;
  - 4.1.7. applicant company must have between two and fifty employees as of the date of the Application;
  - 4.1.8. applicant company have not received any other cash grant exceeding £1,000 GBP during 2020 in relation to COVID-19 from any government;
  - 4.1.9. applicant company are not meeting one or more of the five conditions set forth under Section 4.3 below;
  - 4.1.10. applicant company have no criminal or County Court Judgement (CCJ) in their name;
  - 4.1.11. applicant company must be able to provide tax and income statements for the previous 12-month period, on request;
  - 4.1.12. applicant company must not be ineligible for any reasons set forth in Section 4.3 (a)-(e) below; and
  - 4.1.13. applicant company must not have outstanding debt exceeding £100,000 (but **not including** any lease/mortgage, current payroll, A/R line or venture debt) as of the date of the Application.

For sake of clarity, companies registered in the Republic of Ireland, Channel Islands or Isle of Man are deemed not eligible.

Companies who meet all of these requirements, excluding employees and former employees (who have left less than 6 months prior to the starting date of the programme) of the Administrator or the Sponsor, their immediate families, members of their household (whether or not related) and any other person professionally connected with the Programme, are **Eligible Companies**.

- 4.2. The Application must be completed and verified by the majority shareholder of the Eligible Company, who must be an individual natural person over the age of 18. Where more than one natural person owns equal shares, such that no natural person owns a majority share in the Applicant Company, any of them may complete and verify the Application. The natural person completing and verifying the Application shall be the **Applicant Representative**.
- 4.3. In applying for the Programme, the Applicant Representative and the Eligible Company confirm that the Eligible Company meets the requirements set out in Section 4.1 and is eligible to claim the Grant. The Administrator, by means of a third party (the **Background Checks Provider**), will conduct background checks and may require the Applicant Representative to provide proof that the Eligible Company meets the requirements set out in Section 4.1.
- 4.4. Prohibited Assignments: in the performance of the background checks, the Background Checks Provider shall not knowingly recommend an Applicant for whom a Background checks indicates that such Applicant:
- a. has been convicted of a criminal offence or for whom a warrant is outstanding, or for whom a criminal charge is currently pending (as checked by the Federal Criminal Records database, but will not be using County or manual checks), or is on a US or UK Government Specially Designated National, or export denial list. The foregoing shall not apply to a minor traffic violation (a moving traffic violation other than reckless driving, hit and run, driving to endanger, vehicular homicide, driving while intoxicated or other criminal offense involving gross negligence, recklessness, intentional or willful misconduct while operating a motor vehicle), to a conviction that has been legally expunged, or to a conviction for a misdemeanor that occurred while the employee was under the age of twenty-one years;
  - b. does not have the legal right to work in the United Kingdom;
  - c. is not a party or deemed a party included in the U.S. Department of Commerce's Denied Persons List, Denied Entity List or Unverified List; the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List; the U.S. Department of State's Debarred Persons List; or is otherwise a designated party by the U.S. or UK government or any of its agencies as a party with which it is unlawful to do business, and is not doing business in countries or regions subject to comprehensive U.S. sanctions (currently Crimea, Cuba, Iran, North Korea, Sudan, and Syria);
  - d. reported information which contains a significant deviation from the results of the background check;
  - e. is neither state owned enterprises nor government entities.
- 4.5. The Administrator will not accept Applications that are:
- 4.5.1. automatically generated by computer;
  - 4.5.2. completed by third parties or in bulk; or
  - 4.5.3. incomplete.
- 4.6. There is a limit of one Application to the Programme per Eligible Company. Joint Applications are not allowed. In the event of multiple Applications being submitted by an Eligible Company, the first Application only will be considered.
- 4.7. The Administrator reserves all rights to disqualify Eligible Companies if their conduct is contrary to the spirit or intention of the Programme or if they provide any false or misleading information in their Application.

## 5. The Grants

- 5.1. A total of 134 Grants of £5,000 each will be offered to the Successful Applicants of the Programme. See detailed table below.

Region	Grants
Scotland	9

Wales	5
Northern Ireland	4
North England	27
Central England	34
South England	55
TOTAL	134

- 5.2. The payment of each Grant to the selected Eligible Companies (each a **Successful Applicant**), after completion of the judging process described in Section 2, shall be subject to the following conditions:
- 5.2.1. provision by the Successful Applicant of proof of any information submitted in the relevant Application, on request of the Administrator;
  - 5.2.2. continued compliance of each Successful Applicant with the criteria for Eligible Companies set out in Section 4.1;
  - 5.2.3. the entering into between each Successful Applicant and the Administrator of a **Grant Agreement** in the form set out in Annex 1 to the Terms and Conditions; and
  - 5.2.4. the compliance of the Successful Applicant with the Grant Agreement, once entered into.
- 5.3. There is no alternative award to a Grant. Grants will be paid to Successful Applicants via bank transfer, payable to the account notified to the Administrator in accordance with Section 5.5.
- 5.4. Grants are not negotiable or transferable and must be used solely for the purposes detailed by the applicant company in the pitch. The Administrator reserves the right to take action to recover the Grant if a Successful Applicant is in breach of these Terms and Conditions or otherwise fails to use the Grant for the specified purposes.
- 5.5. Successful Applicants who, after being notified of their success (In accordance with the table below), do not fulfil the requirements of Section 5.2, do not respond to the notification within [7] days, decline the Grant or refuse to sign a Grant Agreement shall no longer be eligible to claim a Grant and shall be automatically disqualified from the Programme. In such circumstances, and at the sole discretion of the Administrator and Sponsor, the relevant Grant may be offered to the highest-rated runner-up Application (under the Section 2 judging process), subject to the terms of this Section 5.

Region	Notification to Successful Applicants
Northern Ireland	29th May 2020
Central England	12th June 2020
South England	26th June 2020
Scotland	10th July 2020
Wales	24th July 2020
North of England	7th August 2020

- 5.6. Grants are taxable and Successful Applicants are responsible for declaring and paying any taxes due.

## **6. Successful Applicants**

- 6.1. The decision of the Administrator is final and no correspondence or discussion will be entered into, except with Successful Applicants.
- 6.2. The Administrator will contact Successful Applicants as soon as practicable after the regional dates set out in paragraph 5.5 (the **Announcement Date**), using the contact details provided with the Application.
- 6.3. The Administrator will confirm the relevant details of each Successful Applicant, and provide each Successful Applicant with a completed copy of the Grant Agreement.
- 6.4. Successful Applicants must sign and return to the Administrator the signed Grant Agreement within 30 (thirty) days of receipt. The Grant Agreement will then be counter-signed by the Administrator, and the Grant will then be transferred to the Successful Applicant in accordance with the terms of the Grant Agreement. If the signed Grant Agreement is not returned to the Administrator within the thirty-day period, the Administrator may, in its sole discretion, withdraw the offer of the Grant and disqualify the relevant Successful Applicant.
- 6.5. After the completion of the Programme and the entering into of all Grant Agreements, the Administrator will publish on their websites the names of all Successful Applicants who receive Grants, and the Administrator and/or Sponsor may issue press releases or other publicity detailing any or all of the Grants.
- 6.6. If an applicant objects to its details being published or made available, please contact the Administrator at [grants@enterprisenation.com](mailto:grants@enterprisenation.com)
- 6.7. The Administrator and Sponsor do not accept any responsibility if any Successful Applicant is unable to take up or declines to accept any Grant or fails to receive notification of or accept a Grant due to any technical issue or as a result of having provided incorrect/incomplete contact details.
- 6.8. Successful Applicants represent and warrant that they will not utilise the Grant to purchase Salesforce products.

## **7. Ownership of Programme entries and intellectual property rights**

- 7.1. The Administrator and Sponsor do not claim any rights of ownership in the content of any Application.

## **8. Data protection and publicity**

- 8.1. The Administrator will only process personal information submitted to it as set out in its privacy policy (<https://www.enterprisenation.com/privacy/>).
- 8.2. First name, second name, business name and email address of the Applicants will be shared with the Sponsor, for the performance of the Grant Program. The Sponsor's Privacy Statement that applies to the processing of this data is available at <https://www.salesforce.com/uk/company/privacy/>.
- 8.3. In accordance with paragraph 6.5 and 6.6 above, the Applicant grants the Administrator and the Sponsor the right, with no obligation, to issue website and/or press releases or other publicity detailing any or all of the Grants, unless the applicant exercises its objection right set forth in paragraph 6.6 above.

## **9. General**

- 9.1. If there is any reason to believe that there has been a breach of the Terms and Conditions, the Administrator may, at its sole discretion, reserve the right to exclude any company from participating in the Programme.
- 9.2. The Administrator reserves the right to hold void, suspend, or amend the Programme where it becomes necessary to do so for reasons outside the Administrator's control.
- 9.3. The Terms and Conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England.

## Appendix 1

### GRANT AGREEMENT (the "Agreement")

THIS AGREEMENT is dated [DATE]

#### PARTIES

- (1) **ENTERPRISE NATION LTD**, a company registered in England and Wales with company number 04676798 whose registered address is at 133 Whitechapel High Street, London, E1 7QA (**EN**).
- (2) **[NAME OF RECIPIENT]**, a company registered in [INSERT] with company number [NUMBER] whose registered address is [ADDRESS] (**Recipient**).

#### BACKGROUND

- (A) Further to the Recipient's participation in the Salesforce Care Small Business Grant program (the **Program**) run by EN, EN has agreed to pay the Grant to the Recipient.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by EN to the Recipient.

#### AGREED TERMS

##### 1. DEFINITIONS

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In this Agreement the following terms shall have the following meanings:

<b>Grant Amount</b>	the sum of £5,000.
<b>Recipient Account</b>	the ordinary UK business bank account of the Recipient, identified by the following details: <ul style="list-style-type: none"><li>● Sort Code: [SORT CODE]</li></ul> Account Number: [ACCOUNT NUMBER]
<b>Sponsor</b>	the sponsor of the Program, being Salesforce UK Limited, 110 Bishopsgate, London EC2N 4AY, UK

##### 2. PURPOSE AND USE OF GRANT

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2.1 **The Recipient shall use the Grant solely for working capital purposes.**

2.2 **The Recipient will not use the Grant for the following uses:**

- (a) the production, development, promotion, sale or distribution of (i) tobacco, vaping and related products; (ii) recreational drugs, or unsafe supplements; (iii) weapons, ammunition, or explosives; (iv) adult products or services; (v) multilevel marketing models; (vi) discriminatory advertising; (vii) religious advertising; (viii) elections or politics; (ix) cosmetic surgery or similar procedures; (x) weight loss products and plans; (xi) real money gambling;; or (xii) illegal products or services;
- (b) to cover the costs of any Salesforce.com services or products, including services or products offered by any affiliates or subsidiaries of Salesforce.com;
- (c) making payment to any natural person other than for the payment of wages to directors or employees, or in respect of the performance of services or delivery of goods in the ordinary course of the Recipient's business;
- (d) any use or purpose which would violate any applicable law, including but not limited to any offence under the Bribery Act 2010 or any fraudulent or criminal act.

### **3. PAYMENT OF GRANT**

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- 3.1 Subject to clause 8, EN shall pay the Grant to the Recipient Account within seven (7) working days from the date of this Agreement.
- 3.2 The Recipient shall promptly repay to EN any money incorrectly paid to it either as a result of an administrative error or otherwise.

### **4. ACKNOWLEDGMENT AND PUBLICITY**

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- 4.1 EN and Sponsor may use the Recipient's name and logo to publicise the participation of the Recipient in the Program and the provision of the Grant by EN.
- 4.2 The Recipient shall comply with all reasonable requests from EN to facilitate visits, provide reports, statistics, photographs and case studies in relation to the Grant that will assist EN and Sponsor in their future promotional activities.

### **5. DATA PROTECTION**

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- 5.1 The use by EN of the Recipient's personal data shall be governed by the Program Privacy Notice.

### **6. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

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- 6.1 EN's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to EN's other rights and remedies, EN may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
  - (a) has reasonable grounds to believe that the Recipient will use the Grant for purposes other than those for which they have been awarded;
  - (b) the Recipient provides EN with any materially misleading or inaccurate information;
  - (c) the Recipient is determined to not meet the requirements of Eligibility under the Terms and Conditions applicable to Recipient's application for the Program; or
  - (d) any member of the governing body, employee or volunteer of the Recipient has taken any actions which, in the reasonable opinion of EN, bring or are likely to bring EN's name or reputation into disrepute.

### **7. TAXES**

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- 7.1 The Recipient shall be solely liable for and shall pay in a timely manner all taxes due in relation to its receipt of the Grant.

### **8. COMPATIBILITY**

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- 8.1 EN makes no assertion and gives no advice, assurance or warranty whatsoever in respect of whether the receiving of the Grant by the Recipient is in any way compatible with any other grant, tax relief scheme, or any other financial or legal obligation or arrangement which the Recipient is subject to or may participate in, whether before or after the date of this Agreement.

### **9. LIMITATION OF LIABILITY**

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9.1 EN makes no assertion and gives no advice, assurance or warranty whatsoever in respect of whether the receiving of the Grant by the Recipient is in any way compatible with any other grant, tax relief scheme, or any other financial or legal obligation or arrangement which the Recipient is subject to or may participate in, whether before or after the date of this Agreement.

9.2 Subject to clause 9.1, EN's liability under this Agreement is limited to the amount of the Grant.

## **10. WARRANTIES**

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10.1 The Recipient warrants, undertakes and agrees that:

- (a) all financial and other information which has been disclosed to EN in respect of the Recipient prior to the date of this Agreement is to the best of its knowledge accurate and correct;
- (b) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (c) is not a party or deemed a party included in the U.S. Department of Commerce's Denied Persons List, Denied Entity List or Unverified List; the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List; the U.S. Department of State's Debarred Persons List; or is otherwise a designated party by the U.S. or UK government or any of its agencies as a party with which it is unlawful to do business, and is not doing business in countries or regions subject to comprehensive U.S. sanctions (currently Crimea, Cuba, Iran, North Korea, Sudan, and Syria);
- (d) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
- (e) it is not aware of anything in its own affairs, which it has not disclosed to EN, which might reasonably have influenced the decision of EN to make the Grant on the terms contained in this Agreement.

## **GENERAL**

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- 11.1 **Waiver:** No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
- 11.2 **Notices:** All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 11.3 **No partnership or agency:** This Agreement shall not create any partnership or joint venture between EN and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 11.4 **Contracts (Rights of Third Parties) Act 1999:** This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.
- 11.5 **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 11.6 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been entered into on the date stated at the beginning of it.

Signed for and on behalf of Enterprise Nation Ltd		Signed for and on behalf of [Name]	
<b>Signature</b>		<b>Signature</b>	
<b>Print name</b>		<b>Print name</b>	
<b>Job title</b>		<b>Job title</b>	
<b>Date</b>		<b>Date</b>	