**Fiver Challenge 2025 Terms and Conditions**

In these terms and conditions “**YE**”, “**We**”, “**Us**” or “**Our**” means Young Enterprise (registered company number 712660; registered charity number 313697) and “**You**”, “**Your**”, or the “**Organisation**” means the primary school, charity or youth organisation that participates in Fiver Challenge 2025 (also referred to as the “**Challenge**”). “**Participant**” means any young person who partakes in the Challenge and, subject to the entry requirements as set out at clause 2, at the end of the Challenge, you may arrange for one or more of your Participants to enter the “**National Competition**” in which winners will be announced and awards will be given out**.** During the Challenge, you may arrange for one or more of your Participants to enter the “**Weekly Competitions**”, for which winners and awards will also apply.

These terms and conditions shall apply to You and any Participant in the Challenge and /or the National Competition. No purchase is necessary and the Challenge is free to enter subject to Participants pledging to return the Funds granted to them upon entry into the Challenge.

Entry to the Challenge must be through the official application form process only. The application process is in two stages. Organisations selecting the ‘self-funding’ option need to complete Stage One. Organisations requesting a pledge payment, in the form of a loan of monies from YE to the Organisation, must also complete Stage Two.

**Stage one**: Register online at: [www.fiverchallenge.org.uk](http://www.fiverchallenge.org.uk).

**Stage two**: Complete the pledge payment request online form (you will receive an email with a link to the online form).

The Challenge bank has limited funds. These funds will be allocated on a first-come, first-served basis. Once those funds have been allocated or advanced to Participants, We will not accept further Participant entries to the Challenge unless they are self-funding. The Challenge bank, will remain open until the all of the funds have been allocated or the last day for payment requests has been reached. This will be 1st May for Scotland and Northern Ireland and 22nd May 2025 for England and Wales.

The Challenge is open to all Organisations that are dedicated to young people aged 5 – 11 years (for example, Brownie, Guides or Cub Scouts) within the UK (including Channel Islands & Isle of Man), it is not open to employees (or members of their immediate families) of YE or its holding or subsidiary companies or employees of agents or suppliers of YE, who are professionally connected with the competition or its administration.

1. **The Challenge**
	1. We will pledge to You up to £5 (five pounds sterling) per Participant or Team as part of the pledge payment request process. The minimum pledge loan amount is £50 and a maximum of £250 per Organisation (the total funds advanced in the form of a loan to each Organisation are referred to as **“the Funds”** in these terms and conditions).
	2. Participants may work in groups (a “**Team**”) or individually. It is to You and the Participants to determine the amount of Funds to be allocated to a Team (**up to a maximum** of £5 per Participant). Only one entry per Participant is permitted.
	3. Subject to section 1.5, Participants are challenged to make as much profit as possible and engage with their local community through enterprising activities between the defined dates. **For Scotland and Northern Ireland, the Challenge dates are 12th May - 6th June 2025 and within England & Wales (including IOM and Channel Islands) the Challenge dates are 2nd - 27th June 2025 – all dates are inclusive (the "Challenge Dates").**
	4. All enterprising activities must be specifically created for the Challenge and cannot be comprised of the same activity being used in another of Our programmes, e.g. Company/Team Programme; 10X Challenge.
	5. Any enterprising activity which involves gambling, fraud, unlawful activity, is reasonably likely to bring YE (including but not limited to the Challenge and/or Weekly Competitions and/or the National Competition) into disrepute, or illegal activities is not permitted and any enterprising activity conducted as part of the Challenge consisting of any of these elements will be automatically disqualified. Any fundraising such as a sponsored activity will not be eligible for the National Competition.
	6. We may disqualify You and/or the Participants from the Challenge if We have reasonable grounds to suspect that You and/or the Participant(s) are in breach of these terms and conditions or Your or a Participant’s participation in the Challenge involved gambling, was fraudulent, or otherwise unlawful or illegal. In the event of a Participant or Team being disqualified, the entire Funds pledged to that Individual or Team shall be required to be refunded to YE promptly.
	7. You will need to upload Participant or Team submissions through the Challenge page of Our online school platform.

Weekly Competitions

Submissions for Participant or Team logos (Week One) and sales poster submissions (Week Three) should be made through the submission links available within the respective sections on the Challenge page. Participants and Teams must be selected, the relevant files attached, and the submit button pressed to confirm.

National Competitions

Submissions for Participant or Team workbooks and reflective videos (Week 4) should be made through the submission links available within the respective sections on the Challenge page. Participants and Teams must be selected, the relevant files attached, and the submit button pressed to confirm. This will form the basis of entries and will be judged in the National Competition. Therefore, You should encourage Participants and Teams to provide as much detail as possible. Subject to and in accordance with the YE Privacy Policy, You will be able to upload logos, sales posters and other files to support their submissions.

* 1. You shall ensure that the parent and /or guardian of each Participant has provided express consent for the Participant to enter into the Challenge and/or the Weekly and/or National Competitions and for the Participants personal information to be provided and used by YE in accordance with the YE Privacy Policy and You shall ensure that a record of such consents are maintained by You during the Challenge and Weekly and/or National Competition and for a reasonable period of time thereafter. YE reserves the right to audit such records at any time upon reasonable notice and, if required by YE, You shall be obliged to provide copies of any and all consent forms reasonably required by YE within 48 hours of any such request.
	2. We will not be responsible for any claims made by Participants and/or their parents or guardians that allege any entries were affected and/or personal data (including, but not limited to work or photographs) were uploaded without the appropriate consents.
	3. We will advance the Funds only to Your Organisation’s bank account, subject to YE's internal procedures and policies. You shall only use the Funds for the purpose of the Challenge. You will return any Funds that are not advanced to Participants for the purposes of the Challenge within 31 days of receipt.
	4. You shall be responsible for distribution of the Funds to the Participants and all supervision of the activities of the Participant in relation to the Challenge. You shall not distribute any Funds prior to the official start date, or by exception, 13th May 2025 for Scotland and Northern Ireland and 3rd June 2025 for England and Wales.
	5. The Participants and Teams must pledge to return the original £5 on completion of the Challenge, or in the event that the Participant does not make a profit, to return at least £4 (“**the Pledge**”). If the Participant makes a profit the Participant may donate a further 50p per £5 pledged (“**the Legacy Contribution**”) to sustain the Fiver Challenge bank.
	6. You shall collect the Pledge and any Legacy Contribution from all Participants and Teams on completion of the Challenge Our bank details will be provided when the Funds are initially advanced to You. Payment by cheque is also accepted in the event that You are unable to make an electronic payment. Cheques should be made payable to “Young Enterprise” as per below dates:
		1. Fiver (Scotland & Northern Ireland) - payments must be returned to YE by close of play Friday 21st June 2025
		2. Fiver (England and Wales) - payments must be returned to YE by close of play Wednesday 16th July 2025
	7. Any profit that is made by the Participant or Teams (defined as in excess of £5.00) may be retained by the Participant or Teams (subject to clause 1.10).
	8. By entering the Challenge, You and the Participants agree to indemnify, defend and hold harmless YE and its respective affiliated companies and all of its respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including but not limited to negligence and damages of any kind to persons and property, defamation, infringement of trademark, copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to Your Entry or participation in the Challenge and /or the National Competition.
1. **The National Competition**
	1. The National Competition is divided into two age categories:
	2. Participants aged 5-8 years (inclusive); and
	3. Participants aged 9-11 years (inclusive).
	4. Young Enterprise reserve the right to collapse the age categories into one in the event of fewer than 12 eligible entries made to either the 5-8 or 9-11 age categories. If this occurs, a winner and runner up will be awarded.
	5. Once Participants and Teams have completed the Challenge, You shall select the top five overall Participants or Teams from Your Organisation for submission to the National Competition ("Entr(y)(ies)"). It is for You to determine the criteria for selecting Participants.
	6. In the interests of sustaining the Challenge bank, We would like each Organisation to repay at least 80% of the advanced Funds. We have complete discretion over Entries to the National Competition and may deny entry to Participants from an Organisation which is unable to repay at least 80% (for which any and all Legacy Contributions shall be counted). Our decision as to whether to allow Entries from Participants from an Organisation unable to repay 80% shall be final.
	7. The closing date for the National Competition Entries is 16th June for Scotland and Northern Ireland and 7th July 2025 for England and Wales. All entries must be received by 12am (midnight). We do not accept responsibility for lost, delayed, corrupted or invalid entries.
	8. Subject to Your and the Participants rights under the YE Privacy Policy, no detail in any Entry may be changed in any way once it has been submitted, except for a change of contact details.
	9. In order to compete in the National Competition all enterprising activities undertaken by Participants and Teams must have taken place during the Challenge Dates. All money earned by Participants and Teams as part of the Challenge must have been received by Participants and Teams by the final day of the Challenge. Any activity undertaken and any payment received before 00:00 on the first day of the Challenge and after 00:01 on the final day of the Challenge will not be considered by the judges when judging Entries. We accept no responsibility for any illegible or incomplete Entries or any incorrect or inaccurate information or lost or late Entries.
	10. The eligible Entries to the Weekly and National Competitions will have the chance to achieve the following awards:
2. Best Logo
3. Best Logo in Wales
4. Best Sales Poster
5. Best Sales Poster in Wales
6. Best in Sustainability 5-8 years
7. Best in Sustainability 9-11 years
8. Best community/social impact (Fiver for Good) 5-8 years
9. Best community/social impact (Fiver for Good) 9-11 years
10. Best Overall Business 5-8 years
11. Best Overall Business 9-11 years
12. Most Inspiring Individual from within a team or an individual 5-8 years
13. Most Inspiring Individual from within a team or an individual 9-11 years
14. **Prize and winner announcement**
	1. Each of the winners will receive a prize and feature in our online Fiver Showcase. The Showcase will be online and take place in September 2025.
	2. The winners' schools will be notified by mid July 2025.
	3. Winners' names will be available on request from 18th July 2025 via email to fiver@y-e.org.uk
	4. Prizes are:

3.4.1 Weekly Competitions (Best Logo and Best Sales Poster)

* There will be **one** overall winner for each of the two Weekly Competitions. The winner will receive **one** £100 gift voucher.
* There will be **one** runner up for each of the two Weekly Competitions. The runner up will receive **one** £50 gift voucher.

3.4.2 National Competition awards (Fiver for Good, Best in Sustainability, Inspiring Individual and Best Team/Business)

* There will be either;
* **one** overall winner for each award category in each age group (5-8s & 9-11s). The winner will receive **one** £100 gift voucher.
* Or, if the age categories are collapsed in the event of the minimum threshold of entries not being achieved, **one** overall winner who will receive **one** £100 gift voucher, and **one** runner up who will receive **one** £50 gift voucher
	1. Prizes will be provided as a bank transfer to the Organisation and in the form of a gift voucher for students.
	2. Prizes are not negotiable and cannot be transferred
	3. Prizes for schools/educational establishments will not be awarded or transferable to individuals.
	4. No part of the non-cash prizes is exchangeable for cash or any other prize.
	5. If an advertised prize is not available, we reserve the right to offer an alternative prize of equal or greater value.
1. **Winner publicity**
	1. Subject to the YE Privacy Policy and 4.1.2, You accept that, if one of Your Participants wins an award:
		1. We will have the right (unless this is withheld by the Participant(s)), to use the name, address and other details of Your Organisation and also the name, age, and town of residence of the winning Participant(s) for the purposes of announcing the winner of this National Competition and for related promotional purposes; and
		2. You shall obtain the consent of the parent or guardian of the Participant to use the details of the Participant on the basis stated in clause 4.1.1 and shall provide copies to Us upon request.
2. **Ownership of Entries**
	1. By submitting a Participants' or Teams' Entry and any accompanying material, You and each of the relevant Participants agree to:
3. licence to YE all intellectual property rights with full title guarantee; and
4. waive all moral rights, in and to the Participants Entry and otherwise arising in connection with the Entry to which the Participant may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
	1. You and the Participants agree that YE may, but is not required to, make Entries available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Challenge, the Weekly Competitions and/or the National Competition. Participants agree to grant YE a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry and any accompanying materials for such purposes.
5. **Data privacy**
	1. YE will collect and use Your and the Participants' personal data as detailed in [Our Privacy Policy.](https://www.young-enterprise.org.uk/policies) YE will comply with all data protection legislation in force during the Challenge, Weekly Competitions and National Competition.
	2. You are responsible for ensuring that you obtain the necessary consents to be able to provide us with any personal information for the purposes of the Challenge, including that you have the appropriate authority and consent to provide the personal data of any under 18s taking part in the Fiver Challenge 2025.
6. **General**
	1. To the fullest extent permitted by law, We shall not be liable to You or the Participants for any costs, expenses, loss or damage arising from entry in the Challenge, Weekly Competitions or National Competition, or any prize or award, or any damage to any Participant or computer or any other equipment used to upload or download material relating to this Challenge or National Competition except where it is covered by the negligence of YE, its agents or that of its employees. Your and the Participants' legal rights are not affected.
	2. Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud or to restrict or exclude any other liability which cannot be so restricted or excluded in law.
	3. You shall be responsible for the health and safety of all Participants and compliance with all relevant legal requirements.
	4. We do not accept any responsibility for failure on the part of any telecommunications operator, or any interruption in or cessation of Your or the Participant’s ability to gain access to the website, or any network congestion, technical failure or other problem in any telephone line, internet connection, network, system, provider or otherwise which results in any Entry not being correctly received.
	5. We may cancel or suspend the Challenge, Weekly Competitions or National Competition for any reason beyond Our reasonable control with immediate effect by notice in writing (including email). If there is any reason to believe that there has been a breach of these terms and conditions, YE may, at its sole discretion, reserve the right to exclude You and Your Participants (or individual Participants) from participating in the Challenge, Weekly Competitions or National Competition.
	6. YE reserves the right to hold void, suspend, cancel, or amend the Challenge, Weekly Competitions and /or National Competition where it becomes necessary to do so.
	7. A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
	8. A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any You or any Participant, nor shall it be deemed to be a waiver of any of our rights in relation to the same.
	9. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
	10. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to You or any Participant in connection with or arising out of the National Competition, Weekly Competitions and /or the Challenge howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing in these terms and conditions shall operate to limit or exclude our liability for personal injury or death caused by our negligence.
	11. In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.
	12. These terms and conditions are governed by English law and You and Participants can bring legal proceedings in respect of the services in the English courts. If You or the Participant are resident in Scotland they can bring legal proceedings in respect of the products in either the Scottish or the English courts. If You or the Participant are resident in Northern Ireland they can bring legal proceedings in respect of the competition in either the Northern Irish or the English courts.

**Insurance Cover**

Fiver Challenge trading is not covered by a Young Enterprise insurance policy. Organisations should make sure that Your insurance policy covers the Participants’ planned activities.

Organisations may want to consider the following when planning activities and ensuring appropriate insurance cover.

**Cash:**

Special care should be taken to keep it safe at all times.

**Food and Drink:**

Manufacturers’ and retailers’ restrictions continue to apply.

If Participants are planning any catering activity the Organisation will need to ensure that all relevant environmental health legislation is complied with in the preparation, storage and selling of the food. To check this out further You need to contact local Environmental Health Officers at Your local authority.

**Cosmetic and Beauty Products:**

If Participants are planning anything that involves reconditioning or use of these products (e.g. making soap or face painting) the Organisation will need to ensure that all relevant legislation is complied with in the preparation, storage and selling of the products.

**Car washing or similar services:**

Extra care should be taken to make sure cars or other items are not damaged during cleaning. Damage can be caused when a sponge is dropped on the floor, picking up grit which then scratches the paint.

**Travel:**

If a trip is planned, You will need to have arranged appropriate travel insurance

**Raffles:**

Raffles are the only form of gambling activity generally permitted and this should only involve the selling of tickets exclusively within Your Organisation.

**Alcohol and Tobacco:**

The direct selling of these products or setting up of events in which they are sold, or promoted, is not allowed.

**Further exclusions which may apply from the Organisation’s insurance policy:**

* + goods for animal consumption;
	+ goods for use and/or the repair and maintenance of mechanically propelled vehicles;
	+ use or selling of acids, gases, explosives, fireworks and chemicals; drugs and pharmaceutical products;
	+ the manufacture, modification or sale of any product which has to be plugged into the mains electricity supply;
	+ trading with the U.S.A. or Canada, or any territory under their jurisdiction;
	+ the cost or value of any product lost or damaged due to defects;
	+ the direct or indirect costs of repair or replacement of any product;
	+ losses consequent upon damage to property designed by You or on Your behalf and subsequently sold or transferred to some other party;
	+ replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or damage to the Products themselves.