

# #UCLgrad

## Competition Terms and Conditions

University College London (“UCL”) is running a competition using the Instagram platform during the running of the Virtual Graduation Ceremonies in 2021 (“Competition”).

Graduates have been invited to make their very own mortarboard to wear at their virtual ceremony and instructions have been provided on the graduation’s webpage [www.ucl.ac.uk/graduation](http://www.ucl.ac.uk/graduation).

By submitting an Instagram story (“Submission(s)”) for the Competitions, you agree to be bound by these Terms and Conditions.

There is no requirement to pay to participate in the Competition.

### 1 Eligibility

1.1 Subject to the following provisions, the:

1.1.1 Competition is open to all UCL graduates invited to a UCL Virtual Graduation Ceremony running in 2021.

1.2 In order to participate in and win one of the Competition prizes you must:

1.2.1 be a UCL graduate invited to a UCL Virtual Graduation Ceremony taking place in 2021 at the time when the two Winners of the Competition are selected;

1.2.2 have complied with the requirements of these terms; and

1.2.3 not be disqualified in accordance with clause 5.1.

1.3 In entering any Competition, you confirm you are eligible to do so and eligible to claim the Award (or any relevant substitute) that you may win. UCL may require that you provide proof (to UCL's satisfaction) that you meet the eligibility criteria. If you fail to provide such evidence on request, or if UCL is not satisfied as to your eligibility, UCL may exercise its rights under clauses 2.13, 2.14 and/or 6.1.

1.4 If you are under the age of 18, you must obtain written parental or guardian consent to enter the Competition and claim the Award (or any relevant substitute) that you may win. UCL may require that you provide proof of age (to UCL's satisfaction). If you fail to provide such evidence on request, or if UCL is not satisfied as to your age, UCL may exercise its rights under clauses 2.13, 2.14 and/or 6.1.

### 2 Competition

2.1 On the following date, the UCL Communications and Marketing Team will launch a Competition: Tuesday 6 July 2021. This will be announced on the UCL Instagram account, Twitter account and Facebook account on Tuesday 6 July 2021.

2.2 The Competition shall commence on Tuesday 6 July 2021, 9am (BST) and shall end at 12.00 midday (GMT) on Monday 1 November 2021.

2.3 Two winners will be announced on Friday 5 November 2021.

2.4 To enter a Submission into the Competition, you must:

- 2.4.1 take a photo or video of your mortarboard
- 2.4.2 upload the photo or video in a post to Instagram accompanied by the #UCLgrad hashtag during the duration of the Competition.
- 2.5 The Competition is to identify Submissions that:
  - 2.5.1 are hand-made;
  - 2.5.2 are creative;
  - 2.5.3 demonstrate an appealing visual composition;
- 2.6 A member of the UCL Communications and Marketing staff (whether alone or with other members of the team) will be responsible for selecting Submissions, from all those that comply with clause 2.5 **Error! Reference source not found.**, that they consider best meet the criteria set out in clause 2.5
- 2.7 The Winning Submissions will be announced on the UCL Facebook account, Twitter account and UCL Instagram account at any time and additionally in the following “myUCL” student e-newsletter. The individuals that made the Submissions selected as Winning Submission(s) (“**Winner(s)**”) may be notified prior to the announcement. While specific days for the Competition and the announcement of the Winning Submissions have been specified, UCL reserves the right to deviate from those dates and/or methods of notification for any reason.
- 2.8 The two Winning Submissions will each receive a £50 Love2shop voucher. UCL reserves the right, at any time and at its sole discretion, to substitute any Award with a different award of equal or greater value.
- 2.9 If you are notified that a Submission entered by you for the Competition is selected as a Winning Submission in accordance with clause 2.6, you must provide UCL with:
  - 2.9.1 your full name, degree programme and a photo or video of your winning Submission; and
  - 2.9.2 any other information that UCL may request in accordance with clauses 1.3 and 1.4; within 72 hours of notification and/or request.
- 2.10 UCL will endeavour to send/handover the voucher within 10 days of publication of the Winning Submission(s) pursuant to clause 2.7.
- 2.11 Any Submission that you enter into the Competition must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from us, if this is not the case; advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

- 2.12 If you provide a Submission that UCL considers (in its discretion) does not comply with clause 2.11, UCL may either request that you provide a revised Submission that does comply with clause 2.11 or select another Submission (whether submitted by you or any other individual) in accordance with clauses 2.6 and 2.7. This clause 2.12 will apply to any revised or resubmitted Submission that you provide and/or the reselected Submission.
- 2.13 If the Winner(s) does/do not meet the eligibility criteria, UCL may (at its sole discretion) withdraw the Award and select another Winning Submission or keep the prize.
- 2.14 No decision will be deemed to have been made as to the Winning Submission(s) of the Competition unless and until the relevant student(s) has/have received written confirmation from UCL. Even after confirmation of the Winning Submission(s) has/have been provided, UCL reserves the right to revoke the decision if the Winner(s) is/are not eligible or is/are disqualified.
- 2.15 UCL may publish any Submission on all or any of its official social media accounts (including Facebook, Instagram, LinkedIn and Twitter pages), on any official UCL website, in any official UCL e-newsletter, or in any official UCL printed publication.

### **3 Intellectual Property**

- 3.1 You acknowledge and agree that by entering a Submission for the Competition, other users of the internet will be able to view the Submission.
- 3.2 You warrant that you are the sole author and owner of your Submission, that the Submission is your own original work and it does not infringe any copyright, trademarks or other rights (including intellectual property rights) of any third party.
- 3.3 You agree to hold UCL harmless against any and all loss, costs, claims, damages, demands, liabilities, actions and expenses arising out of a breach of clause 3.2. This means you will be responsible for any of the above that UCL suffers as a result of your Submission not complying with clause 3.2.
- 3.4 You grant to UCL a royalty-free, non-exclusive, worldwide, sub-licensable right to use, reproduce, modify, publish, create derivative works from and display (together with the right to incorporate into any other works in any form, media or technology now or later developed) any Submission submitted by you for the Competition.

### **4 Data Protection**

- 4.1 You must have permission to use the name and likeness of any individual that appears in any Submission that you enter into the Competition. You must also ensure that any such individuals consent to and have given you any necessary rights for the Submission to be used as anticipated in the Terms and Conditions. UCL reserves the right to require that you provide evidence of all relevant consents and rights and you must provide such evidence on request.
- 4.2 You acknowledge that, in connection with the Competition, you will provide personal data to UCL. UCL will only process your personal information as set out in UCL's [Student Privacy Notice](#).
- 4.3 In entering a Submission to the Competition, you give UCL and its affiliated organisations the right to use your name, likeness, photograph, voice and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration.

## **5 UCL Liability**

- 5.1 Subject to clause 5.4, UCL and its agents and representatives hereby expressly exclude any liability whether in contract, tort, criminal law, breach of statutory duty or otherwise for any:
- 5.1.1 direct; and/or
  - 5.1.2 indirect or consequential,
- loss, damage, injury or disappointment (including without limitation any pure economic loss) suffered or incurred by you, and whether foreseeable or not, in connection with the Competitions.
- 5.2 Without limiting the generality of clause 5.1, UCL will not have any liability to you if you are unable to enter the Competition for any reason including, without limitation, a failure in computer systems or the unavailability of any website.
- 5.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
- 5.4 Nothing in these Terms and Conditions will limit or exclude UCL's liability for death or personal injury caused by its negligence or for fraud or for any other liability which cannot be limited or excluded at law.

## **6 Disqualification**

- 6.1 UCL may, at its sole discretion, disqualify you from any or the Competition if:
- 6.1.1 you are not eligible to participate in the Competition;
  - 6.1.2 you do not, at any time, comply with these Terms and Conditions;
  - 6.1.3 any information provide by you is invalid, incorrect, or misleading; or
  - 6.1.4 UCL considers that your participation in or winning of the Competition does or may harm UCL, its reputation and/or that of any staff or pupils at UCL.
- 6.2 It is not permitted to use an automated system to enter Submissions. If you use an automated system to enter a Submission for the Competition or a Submission is entered as a result of an automated system, you and/or the Submission may be disqualified.

## **7 General**

- 7.1 To the extent permitted by law, decisions of UCL and, in particular, the UCL Communications and Marketing Team will be final and binding and there will be no discussion or negotiation regarding the decision and/or selection and/or the process used by UCL.
- 7.2 If you wish to contact UCL about the Competition, including to make a complaint, please send an email to: [ceremonies@ucl.ac.uk](mailto:ceremonies@ucl.ac.uk), including "#UCLgrad" in the title.
- 7.3 UCL reserves the right to hold void, suspend, cancel or amend the Competition or otherwise revise these Terms and Conditions, where it becomes necessary to do so. UCL shall use all reasonable endeavours to notify you of any such changes and you agree to check this page from time to time to take notice of any changes UCL makes.

- 7.4 No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 7.5 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.