**#loveUCL Instagram competition and prize draw terms and conditions**

University College London (**“UCL”**) is running multiple ‘Monthly Best’ competitions and one ‘Photo of the Year’ competition using the Instagram platform during the 2018/2019 academic year (**“Competitions”**).

By submitting a photograph (**“Submission”**) for the Competitions, you agree to be bound by these Terms and Conditions.

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

1. Eligibility
   1. The Monthly Best competitions are open to all current students of UCL. The Photo of the Year competition is only open to winners of the Monthly Best competitions.
   2. In order to win a Monthly Best competition you must:
      1. be a current and enrolled student of UCL at the time when the relevant Monthly Best winner is selected; and
      2. not have won Monthly Best previously.
   3. In order to win Photo of the Year, you must be a current and enrolled student of UCL at the time when the Photo of the Year winner is selected.
   4. If you are selected as a winner of Monthly Best or Photo of the Year, UCL may require that you provide proof (satisfactory to UCL) that you meet the eligibility criteria. If you fail to provide such evidence on request, UCL may withdraw the award and select another participant as winner.
2. Monthly Best
   1. On the following dates, the UCL Communications Team will launch a Monthly Best competition: 24 September 2018, 26 October 2018, 30 November 2018, 21 December 2018, 25 January 2019, 22 February 2019, 29 March 2019, 26 April 2019 and 31 May 2019. These will be announced on the UCL Instagram page.
   2. The Monthly Best competitions are to identify Submissions that:
      1. capture the dynamism of life at UCL.
      2. contain original and interesting subject matter.
      3. demonstrate strong composition.
   3. To enter a Submission into a Monthly Best competition, you must upload the Submission to Instagram using the hashtag #loveUCL. Each competition period will end at 12pm on the Wednesday preceding the next Monthly Best competition launch date pursuant to clause 2.1.
   4. Selection of the winning Submission of each Monthly Best competition will take place following the closure of the competition set out in clause 2.3.
   5. The winner of Monthly Best will be announced on the UCL Instagram page at any time following selection pursuant to clause 2.4 and additionally in the next following “*myUCL*” student e-newsletter. The individual that made the Submission may be notified prior to the announcement. While specific days for each competition period, selection and announcement have been specified, UCL reserves the right to deviate from those dates and/or methods of notification for any reason.
   6. A member of the UCL Communications Team (whether alone or with other members of the team) will be responsible for selecting a Submission, from all those that comply with paragraph 2.3, that they consider best meets the criteria set out in paragraph 2.1.
   7. If you are notified that a Submission entered by you for a Monthly Best competition is selected in accordance with paragraph 2.6, you must provide UCL with:
      1. your full name, course and a caption to accompany your winning photograph; and
      2. any other information that UCL may request in accordance with paragraph 1.4;

within 24 hours of notification and/or request.

* 1. The individual that submitted the Monthly Best will receive £25 in vouchers for use with Amazon.co.uk. The prize awarded (including the value of the vouchers and the outlet at which they can be redeemed) may be changed by UCL at any time.
  2. UCL will endeavour to send/handover the vouchers within 7 days of publication of the winner(s) pursuant to paragraph 2.5.
  3. Any Submission that you enter into a Monthly Best competition and any caption that you may submit as provided for in paragraph 2.7.1 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.
  4. If you provide a caption that UCL considers (in its discretion) does not comply with paragraph 2.10, UCL may either request that you provide a revised caption that does comply with paragraph 2.10 or select another Submission (whether submitted by you or any other individual) in accordance with paragraph 2.6. This paragraph 2.10 will apply to any revised or resubmitted captions that you provide and/or the reselected Submission.
  5. If you do not meet the eligibility criteria, UCL may select another Submission (whether submitted by you or any other individual) in accordance with paragraph 2.6.
  6. No decision will be deemed to have been made as to the Submission that has won a Monthly Best competition (**“Winning Submission”**) unless and until the Winning Submission is published as provided for in paragraph 2.14. Even after publication, UCL can revoke the decision including, without limitation, if the Winning Submission or you are disqualified.
  7. UCL may publish any Submission on all or any of *myUCL*, the official UCL Facebook page, the official UCL Instagram page, other UCL websites and in UCL printed and online publications.

1. Photo of the Year
   1. Each Winning Submission will automatically be eligible for the Photo of the Year competition. No photographs, other than Winning Submissions, will be eligible for the Photo of the Year competition, but that may change at the discretion of UCL including, without limitation, if a Winning Submission is disqualified.
   2. No individual will be entitled to have more than one Winning Submission and the same individual will not be permitted to have more than one Submission submitted for the Photo of the Year competition.
   3. In the period between 3:00pm on 3 June 2019 and 12:00pm on 7 June 2019, UCL will ask members of Facebook and Instagram who follow the relevant official UCL account to vote for their favourite of all Winning Submissions. Individuals will vote a) on Facebook, by ‘liking’ their favourite Winning Submission, and b) on Instagram, by ‘commenting’ with their favourite Winning Submission.
   4. The Winning Submission that has the most cumulative ‘likes’ on Facebook and positive ‘comments’ (after disregarding any negative comments) on Instagram made by unique users during the period specified in paragraph 3.3 will be the winner of Photo of the Year.
   5. The Winning Submissions that have the second and third most cumulative ‘likes’ on Facebook and positive ‘comments’ (after disregarding any negative comments) on Instagram made by unique users during the period specified in paragraph 3.3 will be named second and third place runners-up.
   6. In the event of two or more Winning Submissions having the same number of cumulative ‘likes’ and ‘comments’ made by unique users, the Photo of the Year/second and third place runners-up will be jointly awarded to all such Winning Submissions.
   7. The UCL Communications Team will notify the individual that entered the Winning Submission(s) which has won Photo of the Year, and the individuals that entered the Winning Submissions which have won second and third place runners-up, on or before 28 June 2019.
   8. If you are notified that a Submission entered by you is selected in accordance with paragraph 3.7, you must provide UCL with any information that UCL may request in to confirm that you still meet the criteria set out in paragraph 1.2 within 24 hours of notification.
   9. If, pursuant to paragraph 3.8, UCL is:
      1. not satisfied that you meet the eligibility criteria, UCL may select the Winning Submission with the next highest cumulative ‘likes’ and ‘comments’ as winning Photo of the Year, or second or third place runner-up, and paragraphs 3.7 to 3.9 will apply to that reselection; or
      2. satisfied that you meet the eligibility criteria, your photograph will be confirmed as winning Photo of the Year, or second or third place runner-up.
   10. UCL will publish the Winning Submission that wins the Photo of the Year competition on the official UCL Facebook and Instagram pages on or before 28 June 2019 (subject to adjustment to that date to take into account the process in paragraph 3.9.1).
   11. The individual that submitted the Winning Submission that is voted as Photo of the Year will receive £100 in vouchers for use with Amazon.co.uk. The individual that submitted the Winning Submission that is voted as second place runner-up will receive £50 in vouchers for use with Amazon.co.uk. The individual that submitted the Winning Submission that is voted as third place runner-up will receive £25 in vouchers for use with Amazon.co.uk. The prizes awarded (including the value of the vouchers and the outlet at which they can be redeemed) may be changed by UCL at any time.
   12. In the case of joint winners, the vouchers will be split equally (or as near as possible to equally) between the winners.
   13. UCL will endeavour to send/handover the vouchers within 7 days of publication of the winner(s) pursuant to paragraph 3.10.
2. Intellectual Property
   1. You acknowledge and agree that by entering a Submission for the Competitions other users of the internet will be able to view the Submission.
   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, trade marks or other rights (including intellectual property rights) of any third party.
   3. You agree to indemnify UCL and hold UCL harmless against any and all loss, costs, claims, damages, demands, liabilities, actions and expenses arising out of a breach of paragraph 4.3. This means you will be responsible for any of the above that UCL suffers as a result of your of this paragraph 4.3.
   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 know or later developed) any Submission submitted by you for the Competitions for the purposes of:
      1. the Monthly Best competition;
      2. the Photo of the Year competition;
      3. marketing and promotion of the Competitions and subsequent or other competitions run by UCL or its affiliated organisations; and
      4. any other purpose anticipated by these Terms and Conditions;

whether in digital or print media.

1. Data Protection
   1. You must have permission to use the name and likeness of any individual that appears in any Submission that you enter into the Competitions. 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.
   2. You acknowledge that, in connection with the Competitions, you will provide personal data to UCL. UCL will store and otherwise process that personal data only in connection with the administration and running of the Competitions and for the marketing and sending of information relating to the Competitions or future competitions run by UCL. Your data will be handled in accordance with UCL’s obligations under the Data Protection Act 1998 and the [UCL privacy policy](http://www.ucl.ac.uk/privacy).
   3. In entering a Submission to the Competitions, 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.
2. UCL Liability
   1. UCL may at any time in its absolute discretion and without notice change the details of or cancel any or all Competitions, vary these Terms and Conditions or alter the prizes available or their value.
   2. 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 direct, 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.
   3. UCL will not have any liability to you if you are unable to enter a Competition for any reason including, without limitation, a failure in computer systems or unavailability of any website.
   4. 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. 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.
3. Disqualification
   1. UCL may disqualify either you or a Submission from any or all Competitions (and remove any Submission from the Competitions) if:
      1. you are not eligible to participate in the Competitions;
      2. you or the Submission does not, at any time, comply with these Terms and Conditions.
      3. any information provide by you is invalid, incorrect, or misleading;
      4. a Submission is entered out of time or is faulty;
      5. the Submission does not comply with paragraph 2.8 or UCL otherwise considers that it does or may harm UCL, its reputation and/or that of any staff or pupils at UCL.
   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 Competitions or a Submission is entered as a result of an automated system, you and/or the Submission may be disqualified.
4. General
   1. Decisions of UCL and, in particular, the UCL Communications 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.
   2. If you wish to contact UCL about the Competitions, including to make a complaint, please send an email to: [studentcommunications@ucl.ac.uk](mailto:studentcommunications@ucl.ac.uk), including “#loveUCL” in the title.
   3. UCL may revise these Terms and Conditions at any time by amending this page. You must check this page from time to time to take notice of any changes UCL makes.
   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.
   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.