**#LoveUCL Competition 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 2023/2024 academic year (**“Competition(s)”**).

By submitting a photograph (**“Submission”**) for the Monthly Best 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. Subject to the following provisions, the:
		1. Monthly Best Competitions are open to all current students of UCL;
		2. Photo of the Year Competition is only open to winners of the Monthly Best Competitions.
	2. In order to participate in and win one of the Monthly Best Competitions you must:
		1. be a current and enrolled student of UCL at the time when you enter the relevant Monthly Best Competition;
		2. not have won any previous Monthly Best Competition in the 2023/24 academic year;
		3. have complied with the requirements of clause 2; and
		4. not be disqualified in accordance with clause 4.
	3. In order to win the Photo of the Year Competition, you must have won one of the 2023/2024 Monthly Best Competitions.
	4. 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 2.7, 2.8 and/or 4.1.
	5. If you are under the age of 18, you must obtain written parental or guardian consent to enter any 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 2.7, 2.8 and/or 4.1.
2. Monthly Best Competitions
	1. On the following dates, the UCL Marketing and Communications Team will launch a Monthly Best Competition: 1 October 2023, 1 November 2023, 1 December 2023, 1 January 2024, 1 February 2024, 1 March 2024, 1 April 2024 and 1 May 2024. These will be announced on the UCL Instagram page (**Launch Date(s)**).
	2. Each Competition shall commence at 12:01am (GMT/BST) on the relevant Launch Date and shall end at 11:59pm (GMT/BST) on the day preceding the next Monthly Best Competition Launch Date pursuant to clause 2.1. The final Monthly Best Competition will end at 11:59pm (BST) on Friday, 31 May 2024 (**Competition Period(s)**).
	3. To enter a Submission into a Monthly Best Competition, you must upload the Submission to Instagram using the hashtag #LoveUCL and inform UCL of the submission by sending us a direct message (DM) on Instagram. If this is not possible for any reason, then to inform us by emailing vpee.socialmedia@ucl.ac.uk.
	4. The 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;
	5. Selection of the winning Submission of each Competition will take place following the closure of the Competition set out in clause 2.2.
	6. A member of the UCL Social Media Team in the Office of the Vice President External Engagement (VPEE), whether alone or with other members of the team, will be responsible for selecting a shortlist of, at most, nine (9) Submissions, from all those that comply with paragraph 2.3, that they consider best meet the criteria set out in clause2.4**.**  The shortlisted Submissions will be numbered then posted to the @ucl Instagram account in a carousel post where followers of the @ucl Instagram account and other Instagram users will be invited to vote for their favourite Submission. Individuals will vote by ‘commenting’ on that post with the number of their favourite Submission (“**Instagram Vote**”). The Submission that receives the most Instagram Votes made by unique users within 48 hours of the post being published will be the winner (**“Winning Submission”**). Only one Instagram Vote per Instagram profile will be counted and where an account has made multiple Instagram Votes for different Submissions, their earliest comment will be taken as their Instagram Vote. Comments which include the number of multiple Submissions will be disregarded.
	7. The Submission that is selected as winner of each Monthly Best Competition will be announced on the UCL Instagram page at any time following selection pursuant to clauses 2.6 and 2.7, and additionally in the next following “*myUCL*” student e-newsletter. The individual that made the Submission selected as Winning Submission (**“Winner”**) may be notified prior to the announcement. While specific days for each Competition Period and the selection and announcement of Winning Submission have been specified, UCL reserves the right to deviate from those dates and/or methods of notification for any reason.
	8. In the event of two or more Submissions receiving the same number of Instagram Votes made by unique users, the relevant prize will be jointly awarded to all such Submissions. In the case of joint Winners, the vouchers will be split equally (or as near as possible to equally) between the Winners.
	9. The Winner will receive £50 in vouchers for use with Love2Shop.co.uk (**Award**). There are eight (8) Awards to be won (one (1) per Competition). 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.
	10. If you are notified that a Submission entered by you for a Competition is selected as Winning Submission in accordance with clause 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 clauses 1.4 and 1.5;

within 72 hours of notification and/or request.

* 1. UCL will endeavour to send/hand over the Award within 7 days of publication of the Winning Submission pursuant to clause 2.8
	2. Any Submission that you enter into a Competition and any caption that you may submit as provided for in clause 2.10.1 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.
	3. If you provide a caption that UCL considers (in its discretion) does not comply with clause 2.12, UCL may either request that you provide a revised caption that does comply with clause 2.12 or select another Submission (whether submitted by you or any other individual) in accordance with clause 2.7. This clause 2.13will apply to any revised or resubmitted captions that you provide and/or the reselected Submission.
	4. If the Winner does not meet the eligibility criteria, UCL may (at its sole discretion) withdraw the Award and select another Winning Submission, or keep the prize or use it in future Competitions.
	5. No decision will be deemed to have been made as to the Winning Submission of a relevant Competition unless and until the relevant student has received written confirmation from UCL. Even after confirmation of the Winning Submission has been provided, UCL reserves the right to revoke the decision if the Winner is not eligible or is disqualified.
	6. UCL may publish any Submission on all or any of its official social media accounts (including Meta (Facebook), Instagram, Threads, X (Twitter), LinkedIn, TikTok, Weibo and WeChat), any official UCL website and any official UCL promotional material.
1. Photo of the Year
	1. Each Winning Submission will automatically be eligible for the Photo of the Year competition. No photographs, other than a Winning Submission, 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 Winner will be entitled to have more than one Winning Submission and the same Winner will not be permitted to have more than one Submission submitted for the Photo of the Year competition.
	3. In July 2024, in the period of seven (7) days/one (1) week, UCL will ask users of Facebook, Instagram, X (Twitter) and LinkedIn who follow the relevant official UCL account, and other users, to vote for their favourite of all Winning Submissions. UCL will number each Winning Submission then post them to UCL’s Facebook, Instagram, X (Twitter) and LinkedIn accounts. Individuals will vote by ‘commenting’ with the number of their favourite Winning Submission as indicated in the relevant post (“**Social Media Vote**”).
	4. The Winning Submission that has the most cumulative Social Media Votes across Facebook, Instagram, X (Twitter) and LinkedIn made by unique users during the period specified in clause 3.3 will be the winner of Photo of the Year.
	5. The Winning Submissions that have the second and third most cumulative Social Media Votes across Facebook, Instagram, X (Twitter) and LinkedIn made by unique users during the period specified in clause 3.3 will be named second and third place runners-up.
	6. In the event of two or more Winning Submission having the same number of cumulative Social Media Votes made by unique users across Facebook, Instagram, X (Twitter) and LinkedIn, the relevant prize will be jointly awarded to all such Winning Submissions.
	7. The UCL Social Media Team will notify the Winner that entered the Winning Submission which has won Photo of the Year, and the Winner that entered the Winning Submissions which have won second and third place runners-up, on or before 31 July 2024.
	8. If you are notified that a Submission entered by you is selected in accordance with clause 3.7, you must provide UCL with any information that UCL may request in order to confirm that you still meet the criteria set out in clause 1.2 within 72 hours of notification.
	9. If, pursuant to clause 3.8, UCL is:
		1. not satisfied that you meet the eligibility criteria, UCL may select the Winning Submission with the next highest number of cumulative Social Media Votes across Facebook, Instagram, Twitter and LinkedIn as winning Photo of the Year, or second or third place runner-up, and clauses 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 Meta (Facebook), X (Twitter), Instagram, LinkedIn, Weibo and WeChat pages on or before 30 September 2024 (subject to adjustment to that date to take into account the process in clause 3.9.1).
	11. The Winner that submitted the Winning Submission that is voted as Photo of the Year will receive £200 in vouchers for use with Love2Shop.co.uk. The Winner that submitted the Winning Submission that is voted as second place runner-up will receive £100 in vouchers for use with Love2Shop.co.uk. The Winner that submitted the Winning Submission that is voted as third place runner-up will receive £50 in vouchers for use with Love2Shop.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 clause 3.10.
2. Intellectual Property
	1. You acknowledge and agree that by entering a Submission for a Competition, 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 hold UCL harmless against any and all loss, costs, claims, damages, demands, liabilities, actions and expenses arising out of a breach of paragraph 3.3. 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.
	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 Competitions.
3. 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 only process your personal information as set out in UCL’s [**Student Privacy Notice.**](https://www.ucl.ac.uk/legal-services/privacy/ucl-student-privacy-notice)
	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.
4. UCL Liability
	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:
		1. direct; and/or
		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.

* 1. Without limiting the generality of clause 4.1, 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 the unavailability of any website.
	2. 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.
	3. 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.
1. Disqualification
	1. UCL may, at its sole discretion, disqualify you from any or all Competitions if:
		1. you are not eligible to participate in the Competitions;
		2. you do not, at any time, comply with these Terms and Conditions;
		3. any information provide by you is invalid, incorrect, or misleading; or
		4. it is suspected that you or someone connected to you uses or pays for an automated system or service to post comments to vote for your Submission in the Competitions; or
		5. UCL considers that your participation in or winning of a Competition 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.
	3. It is not permitted to use or encourage others to use an automated system or to pay for services which post comments on social media accounts in order to boost the number of votes your Submission receives for the Competitions. If you use, pay for or encourage others to use or pay for an automated system or service to post comments to boost the number of votes for your Submission for the Competitions, you and/or the Submission may be disqualified.
2. General
	1. To the extent permitted by law, decisions of UCL and, in particular, the UCL Vice President External Engagement 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: vpee.socialmedia@ucl.ac.uk, including “#LoveUCL” in the title.
	3. UCL reserves the right to hold void, suspend, cancel or amend the Competitions 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.
	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.