



## University College London (UCL) Urban Laboratory Photography Competition Terms and Conditions

UCL's Urban Laboratory (**Urban Lab**) is running a photography competition (**Competition**). By submitting a photograph (**Submission**) for the Competition, 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 Competition is open to all current staff and students of UCL.
- 1.2. In order to participate in and win the Competition you must, at all times during the Competition and at the time when the winner is selected:
  - 1.2.1. be a current and enrolled student of UCL; or
  - 1.2.2. be an employed member of UCL staff;
  - 1.2.3. be aged over 18 or have and provide to Urban Lab written parental or guardian consent to enter the Competition and claim the Award (or any relevant substitute) that you may win;
  - 1.2.4. comply with the requirements of clause 2; and
  - 1.2.5. not be or have been disqualified in accordance with clause 6.
- 1.3. In entering the Competition, you confirm you are eligible to do so and eligible to claim the Award (or any relevant substitute) that you may win.
- 1.4. Urban Lab may at any time require that you provide proof (satisfactory to Urban Lab) that you meet the eligibility criteria set out in clause 1.2. 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 2.8, 2.9 and/or 4.1.

### 2. Submissions

- 2.1. Any Submission that you enter into the Competition and any caption or material that you provide with the Submission must not:
  - 2.1.1. contain any material which is defamatory of any person;
  - 2.1.2. contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material;
  - 2.1.3. promote violence;

- 2.1.4. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 2.1.5. infringe any copyright, database right or trade mark or other rights (including intellectual property rights) of any other person;
  - 2.1.6. be likely to deceive any person;
  - 2.1.7. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 2.1.8. promote any illegal activity;
  - 2.1.9. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - 2.1.10. be likely to harass, upset, embarrass, alarm or annoy any other person;
  - 2.1.11. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 2.1.12. give the impression that they emanate from us, if this is not the case;
  - 2.1.13. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 2.2. On the following date, Urban Lab will launch the Competition: 20 APRIL 2020. This date will be announced on the Urban Lab website.
- 2.3. On the following date, the Competition will end: 17 MAY 2020 at 12pm (BST).
- 2.4. To enter a Submission into the Competition, you must upload the Submission to the Microsoft Form linked in the competition brief. To use the form, you must sign in to your UCL email account (i.e. *userid[at]ucl.ac.uk*).
- 2.5. The Competition will accept Submissions that follow the brief that images:
- 2.5.1. have a 'waste' in urban contexts theme;
  - 2.5.2. are accompanied by a caption of up to 200 words;
  - 2.5.3. meet the file type (jpeg) requirement and size restriction of 10MB.
- 2.6. Selection of the winning Submission for the Urban Lab Photograph Competition will take place following the closure of the competition set out in Clause 2.3.
- 2.7. If you do not meet the eligibility criteria, Urban Lab may (at its sole discretion) withdraw the Award and select another participant as Winner, or keep the prize or use it in future Competitions.
- 2.8. The winner of the Competition, being the person that made the winning Submission (**Winner**), will be announced on the Urban Lab website at any time following selection pursuant to Clause 2.6 and additionally in the next following Urban Lab Newsletter. The Winner may be notified prior to the announcement.

- 2.9. While specific competition opening and closing dates have been specified, UCL Urban Lab reserves the right to deviate from those dates and/or methods of notification for any reason.
- 2.10. Members of the Urban Lab, UCL Institute of Advanced Studies and UCL Department of Civil, Environmental and Geomatic Engineering will be responsible for selecting a Submission they consider best meets the eligibility criteria, brief and other requirements for the Competition. We reserve the right to alter the judging panel in case a member is no longer able to participate.
- 2.11. The Winner will receive £100 in National Book Tokens (**Award**). Three runners-up will each receive £20 in National Book Tokens (**Award**). UCL reserves the right, at any time and at its sole discretion, to substitute the Award (including the value of the Award and the outlet at which it can be redeemed) with a different award of equal or greater value.
- 2.12. UCL Urban Lab will endeavour to send/handover the vouchers within 3 months of publication of the winner(s) pursuant to Clause 2.7.
- 2.13. Only ONE submission is eligible per person. If more than one is submitted under the same UCL account, only the first submission will be judged.

### **3. Intellectual Property**

- 3.1. You warrant that:
- 3.1.1. you are the sole author and owner of your Submission;
  - 3.1.2. the Submission is your own original work; and
  - 3.1.3. the Submission does not infringe any copyright, trade marks or other rights (including intellectual property rights) of any third party.
- 3.2. 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 clause 2.1. This means you will be responsible for any of the above that UCL suffers as a result of your non-compliance with paragraph 2.1.
- 3.3. 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 and other content or material submitted by you for the Competition whether in digital or print media.

### **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 store and otherwise process that personal data only in

connection with the administration and running of the Competition and for the marketing and sending of information relating to the Competition or future competitions

- 4.3. Your data will be handled in accordance with UCL's obligations under the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC) and the relevant UCL privacy policy (which can be found at <https://www.ucl.ac.uk/legal-services/privacy>).

## **5. University College London's Liability**

- 5.1. Subject to clause 5.5, 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,

5.1.3. 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. UCL Urban Lab 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 Competition.

- 5.3. Without limiting the generality of clauses 5.1 and 5.2, 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 unavailability of any website.

- 5.4. 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.

- 5.5. 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.

## **6. Disqualification**

- 6.1. UCL Urban Lab may disqualify either you or a Submission from any or all Competitions (and remove any Submission from the Competitions) if:

6.1.1. you are not eligible to participate in the Competition;

6.1.2. you or the Submission does not, at any time, comply with these Terms and Conditions.

6.1.3. any information provided by you is invalid, incorrect, or misleading;

- 6.1.4. a Submission is entered out of time or is faulty or doesn't meet the requirements;
- 6.1.5. the Submission does not comply with the terms and conditions set out in this document or Urban Lab, or UCL, otherwise considers that it does or may harm UCL or Urban Lab or 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, Urban Lab 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 Urban Lab.
- 7.2. If you wish to contact Urban Lab about the Competition, including to make a complaint, please send an email to [urbanlaboratory@ucl.ac.uk](mailto:urbanlaboratory@ucl.ac.uk), including "Urban Lab Photograph Competition" 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 will endeavour 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.