Terms and Conditions

By submitting an entry to this prize competition ("the Competition"), you agree to the following terms and conditions ("Terms and Conditions"):

1. The Competition is only open to all residents in the United Kingdom aged 18 years or over, except:
   (a) employees of the University or its holding or subsidiary companies or any company in which the University has an interest;
   (b) employees of agents or suppliers of the University or its holding or subsidiary companies or any company in which the University has an interest, who are professionally connected with the Competition or its administration; or
   (c) members of the immediate families or households of (a) and (b) above.
   The exclusions in (a) to (c) above shall not apply to entrants who are registered to attend the 26 March Applicant Day.

2. Entrants into the Competition shall be deemed to have accepted these Terms and Conditions. The University reserves the right to refuse entry or refuse to award the prize to anyone in breach of these Terms and Conditions.

3. To enter the Competition, entrants must share one (1) post on Instagram (this can be via the main feed, stories or reels) to showcase how they have participated in our 26 March Applicant Day. The post must:
   (a) tag @uniofherts; and
   (b) include the hashtag #HertsApplicantDay; and
   (c) include one or more images or video clips captured at the University of Hertfordshire campus on the 26 March Applicant Day; and
   (d) be posted on Instagram in the period 09.00 on Saturday 26 March and 23.59 on Sunday 27 March.
   Images may contain individuals. By posting the image, the entrant confirms that they have full rights to the image, they have the permission from any individuals within the image for its use in this Competition and that they are happy to hereby grant the University of Hertfordshire use of its image in accordance with the provisions of these Terms and Conditions.

4. Only one (1) entry per entrant will be accepted. In the case of multiple entries, the first entry only will be entered into the Competition.

5. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

6. All Competition entries and any accompanying material submitted to the University will become the property of the University on receipt and will not be returned. The University may, at its discretion, use, reproduce and publish the Competition entries on the internet, printed matter, digital products and any other medium in any context.

7. By submitting your Competition entry and any accompanying material, you agree to:
   (a) assign to the University all your intellectual property rights with full title guarantee; and
   (b) waive all moral rights,
in and to your Competition entry and otherwise arising in connection with your entry to which you 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.
8. The University accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery or transmission of the entry is not proof of receipt by the University.

9. The opening date for entries is 09:00 on Saturday 26 March 2022. The closing date of the Competition is 23.59 on 27 March 2022. Images posted on Instagram outside this time period will not be accepted and are automatically disqualified.

10. There is a total of two (2) prizes, with each winner receiving a £25 Amazon voucher.

11. The winners will be chosen by the University’s Social Media Team, and the winners will be notified by Wednesday 30 March 2022. The decision of the University’s Social Media Team is final and no correspondence or discussion will be entered into.

12. The winners will be notified by the University by Instagram private message on or before Wednesday 30 March 2022. The notified winner must follow up with a private message in reply to acknowledge receipt of the comment and to claim their prize. In order to claim their prize, winners will need to confirm their email address, surname and county of residence. Prizes shall be provided to the winner via the email address notified to the University by the winner in that message. If a winner does not respond to the University's private Instagram message within fourteen (14) days of it being posted, then the winner’s prize will be forfeited and the University shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within fourteen (14) days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and the University shall be entitled to select another winner in accordance with the process described above.

13. The University must either publish or make available information that indicates that a valid award took place. To comply with this obligation the University will send the surname and county of prize winners to anyone who emails insight@herts.ac.uk or writes to Social Media Team, Marketing and Communications, 4 Bishops Square, MacLaurin Building, Hatfield, AL10 9NE (enclosing a self-addressed envelope) within one (1) month after the closing date stated in condition 9. If you object to any or all of your surname and county being published or made available, please contact the University by emailing insight@herts.ac.uk. In such circumstances, the University must still provide the information and winning entry to the Advertising Standards Authority on request.

14. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.

15. The University retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.

16. This Competition is conducted by the University. Your personal data will be downloaded and stored by the University for three (3) months on a secure system after which time it shall be deleted. The University shall use and take care of any personal information you supply to it as described in its data protection policy and privacy statement, a copy of which can be seen on the website, https://www.herts.ac.uk/__data/assets/pdf_file/0017/233090/IM08-Data-Protection.pdf. By entering the Competition, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Competition entry, and for the purposes outlined above.
17. The Competition is in no way sponsored, endorsed or administered by, or associated with Instagram, Meta Platforms or any other social network. You are providing your information to the University and not to Instagram. By participating in this Competition you agree to a complete release of Instagram from any claims.

18. The University accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Competition or accepting the prize. The University further disclaims liability for any injury or damage to your or any other person’s computer relating to or resulting from participation in or downloading any materials in connection with the Competition. The University will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the University or that of their employees. Nothing in these Terms and Conditions shall exclude the liability of the University for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence. Your statutory rights are not affected.

19. The University reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Competition.

20. The University reserves the right at any time and from time to time to cancel, suspend, modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud) or where it becomes necessary to do so.

21. The decision of the University in all matters under its control is final and binding and no correspondence will be entered into.

22. The University shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, pandemic, supervening legislation or any other circumstances amounting to force majeure.

23. The University is committed to meeting its legal obligations under the Freedom of Information Act 2000 ("FOIA"). Accordingly, it may be required to disclose any information you submit in response to a request under FOIA. If you consider any information you supply to the University to be confidential or commercially sensitive, please identify such information clearly in the entry form at the time of submission. Despite you identifying such information as confidential, the University reserves the right to disclose it upon receipt of a FOIA request. The receipt of any material from you that is marked “confidential” or similar shall not therefore impose a duty of confidence on the University in relation to that material.

24. The Competition will be governed by English law and entrants to the Competition submit to the exclusive jurisdiction of the English courts.

25. Promoter: University of Hertfordshire Higher Education Corporation, a higher education corporation created by the Education Reform Act 1988 and the Further and Higher Education Act 1992, whose principal place of business is at College Lane, Hatfield, Hertfordshire, AL10 9AB, UK