

## **Terms and Conditions: Inspired Festival 2023 Voucher Giveaway**

Birmingham City University is launching a competition for the chance for one person to win a £250 Amazon Voucher.

### **1) How to Enter**

Entrants must complete [the online form](#) to enter. The closing date for completing the online form is **midnight on Sunday, 25 June, 2023**. Late entries will not be accepted. We'll notify the winner week commencing Monday 26 June 2023. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

### **2) Competition Rules for Entrants**

- Only one entry will be accepted from each entrant.
- The competition is open to individuals based in the United Kingdom of Great Britain and Northern Ireland.
- Entrants must be 16 or over.
- Birmingham City University reserves the right to disqualify any entrant and/or winner in their absolute discretion for any reason and without notice.
- On being awarded the prize, the winning participant will sign an agreement prepared by Birmingham City University, to use his or her name and photograph for publicity purposes. This may include social media, press, website, and other printed materials.

### **3) Winning Entrants/Prize**

- 1) A winner will be independently selected at random. The winner will be notified on the week commencing 26<sup>th</sup> June 2023, via the email address supplied to enter the competition.
- 2) Upon winning, the participant will be asked for and need to provide their email address in order to receive the prize.
- 3) The prize is as stated and no alternative will be offered. The

decision of Birmingham City University will be final and no correspondence will be entered into.

- 4) Birmingham City University is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
- 5) Any additional products or services not included in the prize, but required by the winner, will need to be arranged and paid for directly by the winner with the supplier.
- 6) The winners must be able to accept the prize within 14 days of being informed of a winning entry and if the entrant fails to do so the prize will lapse. In such circumstances the winner will not be entitled to any other form of payment in cash or in kind from Birmingham City University.
- 7) Birmingham City University is not liable for any loss, damage or injury arising out of, or in any way connected with this promotion and/or the prize.
- 8) We reserve the right to remove any entry without prior notice or warning.

#### **4) Disclaimer**

This promotion is in no way sponsored, endorsed or administered by, or associated with Amazon.

#### **5) BCU Liability**

If Birmingham City University fails to comply with these terms and conditions, we are responsible for loss and damage an entrant suffers as a foreseeable result of our breach or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Birmingham City University's breach or was contemplated by an entrant and Birmingham City University at the time the entrant entered into the competition, which is subject to these terms and conditions.

Birmingham City University does not exclude or limit its liability in any circumstances where it is prevented from doing so by the laws of England and Wales. Except in such circumstances, Birmingham City University's maximum liability to an entrant, whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the value of the prize.

#### **6) Privacy**

By entering into this competition, an entrant agrees that we may use their data within Birmingham City University to administer the competition. An entrant's

personal data will be dealt with in accordance with our privacy policy:  
<https://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/privacy-notice/alumni-former-students-staff-current-prospective-supporters>

The University ensures that all personal data is held in accordance with the Data Protection Act 2018, for more information please see our privacy policy:  
[www.bcu.ac.uk/privacy](http://www.bcu.ac.uk/privacy)

## **7) Intellectual Property**

All intellectual property rights in any content provided in accordance with these terms and conditions are owned by Birmingham City University. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Birmingham City University reserves all of its rights in any intellectual property in connection with these terms and conditions. This means, for example, that we remain owners of them and free to use them as we and they see fit. Nothing in these terms and conditions grants an entrant any legal rights in the materials other than as necessary to enable an entrant to receive the services and an entrant must not share the materials with anyone else.

## **8) Miscellaneous**

Except as set out, no person that is not a party to these terms and conditions is to have benefit or be capable of enforcing any term as a result of the Contract (Rights of Third Parties) Act 1999.

If any part of these terms and conditions are found to be invalid or enforceable, then that part shall be deleted and the enforceability and validity of the other provisions shall not be affected.

This contract and any claim or dispute arising out of it shall be governed by the law of England and Wales and an entrant submits to the exclusive jurisdiction of the English courts.