BCUSU Terms & Conditions for Competitions

1. Our competitions are open to all members of Birmingham City University Students’ Union (BCUSU). BCUSU may ask competition winners for proof of student status at Birmingham City University. Students who work directly with the BCUSU Marketing & Communications team may not enter certain competitions, as specified at the time by the Marketing & Communications Manager. Similarly, Executive Officers (also known as Sabbatical Officers, Sabbs, Exec) may not enter any BCUSU student competition.
2. Entrants may only enter competitions using their own name and Student ID number
3. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
4. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received that exceed this limit will be invalid and will not be entered into the competition.
5. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information.

 (a) Web entry

Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants will receive a message confirming entry to the competition. Web entrants may be required to supply their name, and/or email address and/or Student ID number

(b) Email entry

Where specified as an available method of entry to the competition, e-mail entrants may enter the competition by sending an e-mail with the information indicated in the competition information and at the email address indicated. Entrants may receive a message confirming their entry to the competition.

 (e) Entry via Social Network Sites

Where specified as an available method of entry to the competition, Social Network Site entrants may enter the competition by responding with the information indicated in the competition details by posting their answer within their comment. There is no charge for such entries.

* 1. Neither BCUSU nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by BCUSU or any third party), virus, bugs, or other causes outside its control.
	2. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by BCUSU will be void.
	3. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition, network system, the decision of BCUSU shall be final and no correspondence will be entered into.

Prizes

* 1. The prize is as specified in the competition information.
	2. Where the winner is required to speak for the purposes of a film or video production they must appear to be able to communicate clearly and appropriately for the production in question.
	3. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days of the date on which the competition closes.
	4. Prize draw prizes will be awarded in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer. Any competition requiring a subjective assessment in the selection of winning entries will be judged by BCUSU or as indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition’s promoters and intermediaries.
	5. Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).
	6. BCUSU will attempt to notify the winner within 21 days after the closing date, or as otherwise indicated in the competition information, and where time is of the essence for such a period as BCUSU shall in its absolute discretion deem reasonable. He/she will be contacted on the email address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If BCUSU is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified, this may result in forfeiture of the prize and BCUSU reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
	7. BCUSU may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant’s breach of these terms, BCUSU’s website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges or entry requirements.
	8. Any entrant who enters or attempts to enter the Competition in a manner, which in BCUSU’s determination is contrary to these terms and conditions or by its nature is unfair to other entrants may be removed from the Competition at BCUSU’S sole discretion.
	9. BCUSU reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of BCUSU that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.
	10. BCUSU reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.
	11. BCUSU shall try to deliver the prize to the winner within 28 days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, BCUSU reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.
	12. In relation to all competitions, the first name, surname and faculty of the winner may be published by BCUSU. However, the winner does maintain the right to anonymity should they request it.

Data Protection and Publicity

* 1. By submitting their personal details, the entrant agrees to BCUSU processing those details in accordance with the purposes made known to the entrant at the time of collection and in accordance with BCUSU’s privacy policy which can be viewed at www.bcusu.com. Any entrant who is entering the competition via e-mail
	2. BCUSU shall comply with all applicable requirements of the Data Protection Act 2018, the General Data Protection Regulation, any successor legislation or other applicable law.

Liability

* 1. Nothing in these terms and conditions shall exclude or limit BCUSU’s liability for death or personal injury caused by their staff or supplier’s negligence or for fraud. Subject to this, BCUSU cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. BCUSU is not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, or at any web site, or any combination thereof, including any injury or damage to entrant’s or any other person’s computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.
	2. BCUSU cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of BCUSU. BCUSU will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

Standard terms

1. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, BCUSU shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and BCUSU reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by BCUSU including but not limited to any and all relevant laws, rules and applicable regulatory codes.
2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
3. The promoter of the competition is BCUSU, Curzon Building, 4 Cardigan Street, Birmingham, B4 7BD.
4. These terms and conditions were last updated on 26th April 2018.