



Leeds University Union Student Art Competition 2022 terms and conditions

1. The Promoter

The promoter is: Chilly's Bottles Limited of Aston House, Cornwall Avenue, London N3 1LF, England.

2. The competition

2.1 The title of the competition is "From Leeds, for Leeds".

2.2 Eligible students will submit their artwork on a Google form and one lucky winner will have their art printed on 100 Chilly's Bottles and sold by the Leeds University Students Union (the "Union") in its shop on campus and via its website. The Promoter will also print a further five bottles to give to the winner for their own use (but not for resale). In addition, the first two runners up will each have their designs printed onto five bottles for their own use (but not for resale). The winner and runners up may also be invited by Leeds University Union to participate in future content opportunities as part of its goal to highlight student talent.

3. How to enter

3.1 The competition will run from 12:00pm on Wednesday, 23rd March 2022 (the "**Opening Date**") to 12:00pm on Monday, 9th May 2022 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 11:59am on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition submit a completed entry form, which can be found at <https://www.luu.org.uk/chillys/>, by the Closing Date.

3.4 No purchase is necessary and there is no charge to register for use of the website.

3.5 The Promoter will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 The competition entries will be judged by the directors of the Promoter whose decision will be final.

4. Eligibility

- 4.1 The competition is only open to students currently enrolled at Leeds University, **except:**
- (a) employees of the Promoter;
 - (b) employees of agents or suppliers of the Promoter who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.4 Competition entries cannot be returned.

5. The prize

- 5.1 The prize is that the lucky winner will have their art printed on 100 Chilly's Bottles which will be sold by the Leeds University Students Union in its shop on campus and via its website. The quantity of products and the timing of their sale shall be and remain solely within the absolute discretion of the Promoter.
- 5.2 There is no cash alternative for the prize neither is it negotiable or transferable.

6. Winners

- 6.1 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact the winner and the first two runners up personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 6.3 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation both the Promoter and the Union

will publish the full name of the prize winner and the first two runners up and, if applicable, their winning entries on their respective websites within one month after the Closing Date of the competition. Please note that the Promoter must provide the winner's full information and a copy of the winning entry to the Advertising Standards Authority on request.

7. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors 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 Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

8. Ownership of competition entries and intellectual property rights

8.1 The Promoter does not claim any rights of ownership in your competition entry.

8.2 By submitting your competition entry and any accompanying material, whether or not you are the winner or a runner up you agree to:

- (a) grant to the Promoter free of charge or royalty all an open-ended exclusive licence of your intellectual property rights in your competition entry for use, reproduction and incorporation into products for sale (and for use in related marketing and promotional materials) in accordance with the Promoter's normal trading practice; 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.

8.3 The Promoter is donating the 100 bottles incorporating the winner's competition entry to the Union for sale by it solely on the understanding that the proceeds will be used for environmental and sustainability projects or causes run or supported by the Union.

9. Data protection, intellectual property and publicity

9.1 For the purposes of the competition, the Promoter and Leeds University Union act as joint data controllers.

9.2 Save in the case of the winner and the runners up where personal information will be retained by the Promoter for licensing reasons, personal information will be processed

solely for purposes connected to the competition and detailed in this document, including publication or the available presence of winners and runner-up participants names to meet the legal requirements surrounding this competition.

9.3 All participants consent to this data use by virtue of participation and withdrawal of consent prior to judging constitutes withdrawal from the competition.

9.4 The Promoter reserves the rights to continue to use any artwork submitted as part of the competition.

10. General

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.