

# Libraries Exams prize draw Terms and Conditions – University of Nottingham

These terms and conditions apply to the Libraries Exams Instagram prize draw for eligible students as detailed below in clause 1 of these terms and conditions.

The Libraries Exams prize draw is operated and managed by Libraries (which forms part of the University of Nottingham).

By submitting an entry in this prize draw in accordance with the terms and conditions below, the participant confirms that they have read and agree to be bound by these terms and conditions. The participant should retain a copy of these terms and conditions for their information.

## Eligibility

1. Subject to clauses 2 and 3 below, the prize draw is open to all current students who are UK residents and are aged 18 years of age or older (“Eligible Students”). Internet access is required to take part in the prize draw.
2. For the avoidance of doubt, the prize draw is not open to employees of the University, their families, agents or any third party directly associated with administration of the prize draw.
3. If there is any reason to believe that there has been a breach of these terms and conditions, the University may, at its sole discretion, reserve the right to exclude the participant from the prize draw by refusing entry to the prize draw or refusing to award the prize.

## Entry to the prize draw

1. Eligible Students can opt in to take part in the prize draw by following UoNLibraries on Instagram, liking the exams giveaway post (posted on 16 January) and leaving a comment.
2. The participant acknowledges that the University has no control over Instagram and that the University will not be responsible in any way for it. Further, by accessing the Instagram the participant acknowledges that they will be subject to a separate privacy notice and other applicable terms of Meta. The University strongly recommends that the participant reviews Meta’s privacy notice and applicable terms before entering the prize draw
3. The prize draw is non-compulsory and no purchase is necessary.
7. A maximum of one entry per account is permitted for the prize draw.
8. The opening date for entries to the prize draw is 16 January 2024.
9. The closing date for entries to the prize draw is 23.59 on 21 January 2024. Entries received after this time will be automatically disqualified.
10. In entering the prize draw, the participant confirms that they are eligible to do so and are eligible to claim any prize they may win.

## **Administration of the prize draw**

11. The prize draw will take place on 22 January 2024 by random draw performed by a computer process.
12. The decision of the University regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
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 of the prize winners to anyone who e-mails [ua-libraries-comms@nottingham.ac.uk](mailto:ua-libraries-comms@nottingham.ac.uk) within one month after the closing date specified in clause 9. If a participant objects to their surname and county being published or made available, then they should contact [ua-libraries-comms@nottingham.ac.uk](mailto:ua-libraries-comms@nottingham.ac.uk). Notwithstanding, the participant acknowledges and agrees that the University may be legally required to disclose such information to the Advertising Standards Authority or other relevant body upon request.
14. The University reserves the right to delay, void, cancel, suspend or amend the prize draw where it becomes necessary to do so.

## **Prize award**

15. 20 winners will be chosen in accordance with paragraph 11 above.
16. Each winner will win a exams goodie bag.
17. Each winner will be notified by Instagram message by 22 January. If a winner does not respond to the University with their University email address within 7 Working Days of being notified by the University, then that winner's prize will be forfeited and the University will be entitled to select another winner in accordance with the process described above. Each winner shall follow the instructions within the message to claim their prize. If this email states that collection of the prize needs to take place in person, the winner will need to bring proof of identity when collecting the prize (for example university id card). The prize cannot be claimed by a third party on behalf of the winner.
18. Each prize is non-exchangeable, non-negotiable, and non-transferable in part or in full. No cash alternative will be offered. The University does not accept any responsibility if the winner is not able to take up the prize.
19. The University reserves the right to replace a prize with an alternative prize of equal or higher value if circumstances beyond the University's reasonable control make it necessary to do so.

## **Liability**

20. The University accepts no responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.
21. Insofar as is permitted by law, the University, its agents or distributors will not in any circumstances be responsible or liable to compensate any winner or accept any

liability for any loss, damage, personal injury or death in connection with the prize draw or accepting or using the prize, except for any liability which cannot be excluded by law, in which case that liability is limited to the minimum allowable by law. The participants' statutory rights are not affected.

22. The decision of the University and/or any third party who is administering the prize draw regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.

### **Personal data**

23. Personal data supplied during the course of the prize draw will only be processed in accordance with these terms and conditions and/or the University's privacy notice, which is available at <https://www.nottingham.ac.uk/utilities/privacy> which may be amended from time to time. See also clause 13 with regard to the announcement of winners.

### **Severance / Governing law**

24. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be served and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
25. The prize draw will be governed by the laws of England & Wales and participants to the prize draw submit to the jurisdiction of the courts of England & Wales.

### **Further information**

26. The University refers to the University of Nottingham a body incorporated by Royal Charter with registered number RC000664 of University Park, Nottingham, NG7 2RD.
27. "Working Days" means any day except Saturday or Sunday or any bank holiday in England and any other day on which the University is officially closed for business.
28. For further information on the prize draw, please contact [ua-libraries-comms@nottingham.ac.uk](mailto:ua-libraries-comms@nottingham.ac.uk)