

## Research Photography Competition 2019 Terms and Conditions

1. By entering the competition you are agreeing to these competition terms and conditions. In particular, by submitting an entry, all entrants grant to Bournemouth University the right to publish and exhibit their photograph in accordance with these terms.
2. The competition is being run by Bournemouth University Higher Education Corporation ('Bournemouth University' / the 'University' / 'we' / 'us') of Poole House, Talbot Campus, Fern Barrow, Poole BH12 5BB.

### **Eligibility to enter**

3. The competition is open to all current students and staff at Bournemouth University who are involved with carrying out research at the University.
4. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. We may require you to provide proof that you are eligible to enter the competition.
5. A maximum of one entry per individual is permitted. Where an entrant submits multiple entries, only their first entry will be considered.
6. The competition is free to enter.

### **How to enter**

7. The competition opens at 10:00 on 30/11/2018 and closes at 17:00 on 31/01/2019 Late entries will not be accepted.
8. Entries should be emailed to [research@bournemouth.ac.uk](mailto:research@bournemouth.ac.uk).
9. The University will not accept responsibility if contact details provided are incomplete or inaccurate; or for competition entries that are lost, mislaid, damaged or delayed in transit.
10. The copyright of the entire image must be the entrant's or the entrant must have the written authority of the copyright owner to enter the photograph in the competition.
11. You must have the appropriate permissions of any individuals within the photograph (or their parent/guardian if they are under 16) to submit the photograph and for the University to display and publish it in accordance with these terms and conditions. We may require confirmation that such permissions have been obtained.
12. Photographs should not have any logos or branding imprinted on them, and must not infringe the intellectual property rights of any third party.
13. We have the right to reject any photograph which we feel does not meet the criteria or rules of the competition, or which we feel is derogatory, immoral or inappropriate.

14. You agree that the University may at its sole discretion modify entries, including but not limited to resizing, cropping or colour adjustment as necessary, provided that the University shall endeavour in undertaking such modifications to maintain the integrity of your entry as originally created.
15. Whilst the University makes every effort to credit photographers, we cannot always guarantee this.
16. The University reserves the right to disqualify a particular entry where it has reasonable grounds for believing that unethical voting practices are taking place in relation to that entry.

#### **The prizes**

17. The prizes will be as follows:
  - a. 1<sup>st</sup> prize: one £50 Amazon voucher
  - b. 2<sup>nd</sup> prize: one £30 Amazon voucher
  - c. 3<sup>rd</sup> prize: one £20 Amazon voucher
18. The University's use of particular brands as prizes does not imply any affiliation with or endorsement of such brands.
19. The winners will be chosen as the result of a vote by Bournemouth University staff, students and the general public. The published decision is final and no correspondence will be entered into.
20. The prizes are non-transferable, non-exchangeable and no cash alternatives will be offered.

#### **Winner announcement**

21. Winners will be announced during an Awards Ceremony which will take place on 14<sup>th</sup> March 2019.
22. If the winner cannot be contacted, the University reserves the right to choose and notify a new winner.

#### **Data protection and publicity**

23. Your data will be used by the University:
  - a. for the purpose of managing and administering the competition, including announcing your name at an Awards Ceremony if you are a winner; and
  - b. for publicity in relation to the competition; this may involve the University publishing your name in relation to your competition entry (whether or not you win a prize).
24. For further data protection information, please see the Competition Privacy Notice at the end of these terms and conditions.

### **Limitation of Liability**

25. The University does not accept any liability for any damage, loss, injury or disappointment suffered by any entrants as a result of either participating in the competition or being selected for a prize, save that the University does not exclude its liability for death or personal injury as a result of its own negligence.

### **Intellectual Property**

26. By entering the competition, all entrants agree that the University may publish/exhibit their photograph as follows:
- a. on the University's website;
  - b. on the University's social media pages and blogs;
  - c. on displays in the Atrium art gallery and around the University's campuses;
  - d. as part of the University's public engagement events including the Festival of Learning; and
  - e. in the University's publicity and marketing materials.

You agree to grant the University a perpetual, non-exclusive, royalty-free licence to publish and use your entry for such purposes.

### **General**

27. The University does not accept responsibility for the return of any materials submitted in connection with the competition.
28. The University reserves the right to cancel the competition or amend these terms and conditions at any time, without prior notice.
29. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **Competition Privacy Notice**

This privacy notice is for people who enter a competition run by Bournemouth University.

It explains how Bournemouth University collects, uses and shares the personal data provided in connection with the competition, and your rights in relation to such personal data.

In this Notice, "BU" "we", "our" and "us" refers to Bournemouth University Higher Education Corporation.

As a result of your engagement with BU we will hold your "personal data", i.e. information in a form that identifies you as an individual (often referred to as "data" in this Notice).

BU is the data controller of the information it collects and processes as described in this Notice. This means that it has the core legal responsibility to safeguard the information and ensure it is processed lawfully. The law is set out in the EU General Data Protection Regulation (called "GDPR") and the UK Data Protection Act 2018. In particular BU must:

- Take steps to ensure that the data it processes is accurate and up to date;
- Give you clear information about its processing of your personal data, in one or more Privacy Notices like this one;
- Only process your personal data for specific purposes described to you in a Privacy Notice, and only share personal data with third parties as provided for in a Privacy Notice; and
- Keep your personal data secure.

### **How we collect your personal data**

We collect your personal data from the information you provide to us when you enter the competition. This may consist of your name and contact details (e.g. email address).

### **How we use your personal data**

Your data will be used by BU for the purposes of managing and administering the competition, including notifying you if you are a winner.

Details of any other uses of your data will be included in the relevant Competition Terms & Conditions. This may include using your data for publicity that may be organised by BU in relation to the competition.

### **The basis for processing your information**

When we use your data in order to manage and administer the competition, this processing is necessary for the performance of the contract between you and BU (i.e. the contractual arrangements dealing with your participation in the competition).

When we use your data for publicity in relation to the competition, this processing is necessary for legitimate interests pursued by BU, i.e. increasing awareness of what we do and sharing information of interest with the BU community and/or the wider public.

### **How long your information is kept**

We will keep your data only for as long as necessary for the purposes set out above and for any audit or legal purposes.

## Your rights

Under the GDPR you have a number of rights in relation to our processing of your data. In summary these are:

- Right to request access to your data as processed by BU and information about that processing (“subject access request”)
- Right to rectify any inaccuracies in your data
- Right to request erasure of your data from our systems and files
- Right to place restrictions on our processing of your data
- Right to object to our processing of your data
- Right to data portability: where we are processing data that you have provided to us, on the basis of consent or as necessary for the performance of a contract between us, you have the right to ask us to provide your data in an appropriate format to you or to another controller.

Please note that the above rights are not absolute, and we may be entitled to refuse requests where exceptions apply.

## Exercising your rights as a data subject

If you have any questions or concerns about our processing of your data, please contact the **BU Data Protection Officer (DPO)**:

**Email:** [dpo@bournemouth.ac.uk](mailto:dpo@bournemouth.ac.uk)

**Telephone:** 01202 962472

**Address:** Poole House, Bournemouth University, Fern Barrow, Poole BH12 5BB

If you would like to exercise any of your rights as outlined above, you can contact the DPO as above or visit the Data Protection page on our website

<https://www1.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy> to access the relevant forms.

We will always aim to respond clearly and fully to any concerns you have about our processing and requests to exercise the rights set out above. However, as a data subject if you have concerns about our data processing or consider that we have failed to comply with the data protection legislation then you have the right to lodge a complaint with the data protection regulator, the Information Commissioner:

**Online reporting:** <https://ico.org.uk/concerns/>

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

**Tel:** 0303 123 1113

**Post:**

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF