

## **BATH SPA UNIVERSITY MONTHLY PRIZE DRAW TERMS AND CONDITIONS**

These terms and conditions apply to the Bath Spa University Student Feedback Form monthly prize draw 2024 (“the Prize Draw”). By submitting an entry to the Prize Draw in accordance with the terms and conditions below, the Entrant confirms that they have read and agrees to be bound by these terms and conditions. The Entrant 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 students, who are enrolled at Bath Spa University at the time they complete the Bath Spa University Student Feedback Form 2024, are a UK resident and aged 18 years or over (“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 Bath Spa 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, Bath Spa University reserves the right, at its sole discretion, to exclude the Entrant from the Prize Draw by refusing entry to the Prize Draw and/or refusing to award the specified prize.

### **How to Enter the Prize Draw**

- 4.1 Eligible Students can take part in the Prize Draw, once they have completed the Bath Spa University Student Feedback Form 2024 and by following the instructions regarding “opting into” the Prize Draw. The Prize Draw is free to enter and no purchase is necessary. Only one entry per person per month is permitted.
- 4.2 To be entered into the Prize Draw, the Entrant must provide a genuine Bath Spa University email address that is personal to them, valid and accessible, along with other mandatory information requested by Bath Spa University. In the event that the specified information is not provided or is incorrect, the entry may be considered incomplete and therefore Bath Spa University reserves the right to invalidate the entry for the purposes of the Prize Draw. Bath Spa University will not amend any contact information once the entry to the Prize Draw has been submitted. Entries on behalf of another person will not be accepted.
- 4.3 The Entrant acknowledges that they are subject to a separate privacy notice and terms and conditions regarding the Bath Spa University Student Feedback Form 2024.
5. The Prize Draw is performed once per month during February 2024 to December 2024 (inclusive). The opening date for entries for each month’s Prize Draw is the 1<sup>st</sup> day of each calendar month. The closing date for each month’s Prize Draw is 11.59pm on the day before that month’s Prize Draw is due to take place. (Please see clause 9 below)

Entries received after this time will not be considered and shall not rolled be over to subsequent months.

6. In entering the Prize Draw, the Entrant confirms that they are eligible to do so and are eligible to claim any prize they may win. Bath Spa University may require the Entrant to provide proof that they are eligible to enter the Prize Draw.

### **Prize Draw**

7. Bath Spa University must either publish or make available information that indicates that a valid award took place. To comply with this obligation, Bath Spa University will send the surname and county of the prize winners to anyone who emails external@bathspa.ac.uk. within one month after the closing date stated in condition 5. If an Entrant objects to either their surname and/or county being published or made available, then the Entrant should contact external@bathspa.ac.uk. However, the Entrant acknowledges and agrees that Bath Spa University must still provide any information requested by the Advertising Standards Authority or any other relevant body on request.
8. Bath Spa University reserves the right to hold void, cancel, suspend, or amend the Prize Draw where it becomes necessary to do so.

### **Announcement of the Winners**

9. One winner will be chosen by random draw performed by a computer process on the last Business Day of each month ("Draw Date").
10. Each monthly winner will receive a £25 digital Sainsburys voucher. Each monthly winner agrees and acknowledges that their use of the digital voucher will be subject to the terms and conditions issued by Sainsburys (or their appointed agent).
- 11.1 Each monthly winner will be notified by email (using their personal Bath Spa University e-mail address provided at entry) within 7 Business Days of the applicable Draw Date. If a winner does not respond to Bath Spa University within 14 Business Days of being notified by Bath Spa University that they have won, then the winner's prize will be

forfeited and Bath Spa University will be entitled to select another winner in accordance with the process described above.

- 11.2 Each prize will be sent to the winner by email within 7 Business Days of the winner responding to the email from Bath Spa University notifying them of their win.
12. The prize for the winner is non-exchangeable, non-transferable and no cash alternative is offered. Bath Spa University does not accept any responsibility if the winner is not able to take up the prize.
13. Bath Spa University reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Bath Spa University's reasonable control makes it necessary to do so.

#### **Limitation of Liability**

14. Bath Spa 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.
15. Insofar as is permitted by law, Bath Spa University 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 for any liability which cannot be excluded by law, in which case

that liability is limited to the minimum allowable by law. The Entrants statutory rights are not affected.

16. The decision of Bath Spa University regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into about it.

### **Personal Data**

17. Personal data supplied during the course of the Prize Draw will only be processed in accordance with:

- a) these terms and conditions;

- b) Bath Spa University's privacy policy, which is available via the following website: <https://www.bathspa.ac.uk/about-us/governance/policies/> (which may be amended from time to time); and

- c) Sainsbury's privacy policy, which is available via the following website: <https://privacy-hub.sainsburys.co.uk/privacy-policy> (which may be amended from time to time).

For the avoidance of doubt, Bath Spa University is not responsible for the link and/or privacy policy specified in clause 17(c) above.

See also clause 11 with regard to the announcement of winners.

18. The Entrant agrees and acknowledges that they are under no obligation to provide their personal data but if they fail to do so Bath Spa University may not be able to administer the Entrant's entry to the Prize Draw.

### **Miscellaneous**

19. All disputes or complaints relating to the Prize Draw should be referred to Bath Spa University by sending an email to [external@bathspa.ac.uk](mailto:external@bathspa.ac.uk) or sent by post to Roxanne

Kelly, Bath Spa University, Newton St Loe, Bath BA2 9BN. All correspondence should contain the details of the Prize Draw and the nature of the complaint.

20. These terms and conditions and the Prize Draw are governed by English law. In addition, the Entrant submits to the exclusive jurisdiction of the courts of England and Wales.

21. For the purposes of these terms and conditions:

“Bath Spa University” means Bath Spa University an exempt charity and higher education corporation, whose principal place of business is at Newton Park, Newton St Loe, Bath BA2 9BN, United Kingdom.

“Business Days” means a day other than a Saturday, Sunday or a day when Bath Spa University is officially closed for business.

“Entrant” means an Eligible Student, who has submitted an entry to the Prize Draw, in accordance with these terms and conditions.