

#loveXJTLU Competition Terms and Conditions

Xi'an Jiaotong-Liverpool University (XJTLU) is running photo competition each semester using the Instagram platform during the 2022/2023 academic year.

By submitting a photograph for the Competition, you agree to be bound by these Terms and Conditions.

There is no requirement to pay to participate in the Competitions.

1 Eligibility

1.1 Subject to the following provisions, the:

1.1.1 Photo Competitions are open to all current students of XJTLU;

1.2 In order to participate in and win one of the competitions you must:

1.2.1 be a current and enrolled student of XJTLU at the time when the Winner of the relevant Competition is selected;

1.2.2 Not have won any previous Photo Competition;

1.3 To enter the Competition, you must upload the submission to Instagram using the hashtag **#loveXJTLU**.

1.4 The Competitions are to identify Submissions that:

1.4.1 capture the dynamic life at XJTLU;

1.4.2 contain original and interesting subjects.

1.5 The member of the XJTLU Marketing and Communications staffs will be responsible for selecting a Submission and the winner will be announced on the XJTLU Instagram page.

1.6 XJTLU reserves the right to replace any award with any equivalent or higher value at its sole discretion at any time.

1.7 If you are notified that a submission entered by you for a competition is selected as a winning Submission, you must provide XJTLU with your full name and a caption to accompany your winning photograph.

1.8 XJTLU may publish any submission on its official social media accounts (including Facebook, Instagram, and Twitter pages) and official XJTLU website.

2 Intellectual Property and Data Protection

- 2.1 You acknowledge and agree that by entering a Submission for a Competition, other users of the internet will be able to view the Submission.
- 2.2 You warrant that you are the sole author and owner of your Submission, that the Submission is your own original work and it does not infringe any copyright, trademarks or other rights (including intellectual property rights) of any third party.
- 2.3 You agree to hold XJTLU harmless against any and all loss, costs, claims, damages, demands, liabilities, actions and expenses arising out of a breach of paragraph 2.3. This means you will be responsible for any of the above that XJTLU suffers as a result of your Submission not complying with clause 2.2
- 2.4 You grant to XJTLU a royalty-free, non-exclusive, worldwide, sub-licensable right to use, reproduce, modify, publish, create derivative works from and display (together with the right to incorporate into any other works in any form, media or technology now or later developed) any Submission submitted by you for the Competitions.
- 2.5 You must have permission to use the name and likeness of any individual that appears in any Submission that you enter into the Competitions. You must also ensure that any such individuals consent to and have given you any necessary rights for the Submission to be used as anticipated in the Terms and Conditions. XJTLU reserves the right to require that you provide evidence of all relevant consents and rights and you must provide such evidence on request.
- 2.6 You acknowledge that, in connection with the Competitions, you will provide personal data to XJTLU.
- 2.7 In entering a Submission to the Competitions, you give XJTLU and its affiliated organisations the right to use your name, likeness, photograph, voice and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration.

3 XJTLU Liability

- 3.1 XJTLU and its agents and representatives hereby expressly exclude any liability whether in contract, tort, criminal law, breach of statutory duty or otherwise for any:
- 3.1.1 direct; and/or
 - 3.1.2 indirect or consequential,
- loss, damage, injury or disappointment (including without limitation any pure economic loss) suffered or incurred by you, and whether foreseeable or not, in connection with the Competitions.
- 3.2 XJTLU will not have any liability to you if you are unable to enter a Competition for any reason including, without limitation, a failure in computer systems or the unavailability of any website.
- 3.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
- 3.4 Nothing in these Terms and Conditions will limit or exclude XJTLU's liability for death or personal injury caused by its negligence or for fraud or for any other liability which cannot be limited or excluded at law.

4 Disqualification

- 4.1 XJTLU may, at its sole discretion, disqualify you from any or all Competitions if:
- 4.1.1 you are not eligible to participate in the Competitions;
 - 4.1.2 you do not, at any time, comply with these terms and conditions.

5 XJTLU Liability

- 5.1 XJTLU and its agents and representatives hereby expressly exclude any liability whether in contract, tort, criminal law, breach of statutory duty or otherwise for any:
- 5.1.1 direct; and/or
 - 5.1.2 indirect or consequential,
- loss, damage, injury or disappointment (including without limitation any pure economic loss) suffered or incurred by you, and whether foreseeable or not, in connection with the Competitions.
- 5.2 XJTLU will not have any liability to you if you are unable to enter a Competition for any reason including, without limitation, a failure in computer systems or the unavailability of any website.
- 5.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
- 5.4 Nothing in these Terms and Conditions will limit or exclude XJTLU's liability for death or personal injury caused by its negligence or for fraud or for any other liability which cannot be limited or excluded at law.

6 Disqualification

- 6.1 XJTLU may, at its sole discretion, disqualify you from any or all Competitions if:
- 6.1.1 you are not eligible to participate in the Competitions;
 - 6.1.2 you do not, at any time, comply with these terms and conditions.
 - 6.1.3 any information provide by you is invalid, incorrect, or misleading.
- 6.2 It is not permitted to use an automated system to enter Submissions. If you use an automated system to enter a Submission for the Competitions or a Submission is entered as a result of an automated system, you and/or the Submission may be disqualified.

7 General

- 7.1 To the extent permitted by law, decisions of XJTLU and, in particular, the XJTLU Marketing and Communications Team will be final and binding and there will be no discussion or negotiation regarding the decision and/or selection and/or the process used by XJTLU.
- 7.2 XJTLU reserves the right to hold void, suspend, cancel or amend the Competitions or otherwise revise these Terms and Conditions, where it becomes necessary to do so. XJTLU shall use all reasonable endeavours to notify you of any such changes and you agree to check this page from time to time to take notice of any changes XJTLU makes.
- 7.3 No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.



