



OPEN DAY TOTE BAG DESIGN COMPETITION TERMS AND CONDITIONS

CREATING A DESIGN TO BE PRINTED ON TOTE BAGS HANDED OUT AT UPCOMING OPEN DAY EVENTS, CENTRED ON THE THEME OF “WHAT DOES BSU MEAN TO ME?”

1. The Promoter

- 1.1 The promoter is **BATH SPA UNIVERSITY (BSU)**, an exempt charity and higher education corporation, of Newton Park, Newton St Loe, Bath, BA2 9BN.

2. How to enter

- 2.1 The competition will run from 09.00am on Tuesday 4 March 2025 (the "**Opening Date**") to 17.00pm on Friday 4 April 2025 (the "**Closing Date**") inclusive.
- 2.2 All competition entries must be received by the **BSU Marketing Team** by email at **marketing@bathspa.ac.uk** by no later than **17.00pm** on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 2.3 To enter the competition:
- (a) send a completed entry form, which can be on the BSU website at www.bathspa.ac.uk/student-life/tote-bag-competition, together with final designs uploaded to the form in appropriate digital formats, as well as supporting statement as per the competition brief by the Closing Date.
- 2.4 BSU will **not** accept:
- (a) responsibility for competition entries that are corrupted, not successfully completed or transmitted, lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, website, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the competition.



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- 2.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 2.6 For help with entries, please contact Marketing at marketing@bathspa.ac.uk **OR** see www.bathspa.ac.uk/student-life/tote-bag-competition.
- 2.7 Please see www.bathspa.ac.uk/student-life/tote-bag-competition for a copy of these competition terms and conditions.
- 2.8 The competition entries will be judged by a panel of three judges based on creativity of the design to capture the brief, suitability for final usage on tote bags for Open Days and other recruitment events, meeting the specific criteria of the brief including dimensions and printing specifications. The decision of the panel of judges (acting reasonably) will be final.
- 2.9 The full names of the judges are: Ryan West, Alice Fortt, Hannah Miller, Izzi Woollett, Jack Austin, Sahar Movahed (Education Cubed).

A list of names of the judges can be viewed on the Bath Spa University [brief webpage](#).

3. Eligibility

- 3.1 The competition is only open to all current Bath Spa University students in the UK aged 18 years or over, **except**:
 - (a) employees of BSU or its holding or subsidiary companies;
 - (b) employees of agents or suppliers of BSU or its holding or subsidiary companies, who are professionally connected with the competition or its administration;
 - (c) members of the immediate families or households of (a) and (b) above; or
 - (d) BSU's educational partners [Educational partners – Bath Spa University](#).
- 3.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize of £150 and printed and framed materials. BSU may require you to provide proof that you are eligible to enter the competition.



- 3.3 BSU will not accept competition entries that are:
- (a) automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals; or
 - (e) incomplete
 - (f) Contain or infringe upon the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
- 3.4 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted. Joint submissions will not be.
- 3.5 BSU reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 3.6 Competition entries cannot be returned.

4. The prize

- 4.1 The prize is: £150 cash, a framed tote bag with the winning design submission, two additional tote bags with the winning design submission. There are up to and including 3 winning submissions.
- (a) The prize of £150 cash will be paid to each winner upon completion and printing of finalised design on tote bags.
 - (b) The prize of £150 will be paid directly to each winner's bank account, via the details provided and checked by the winner. Please allow time for processing the payment once the winner has completed the details for payment.
 - (c) Framed bag and two additional bags will be made available for collection by BSU Marketing Team upon delivery at a location of their choosing and



communicated to winner(s). Winner(s) will have 1 week to collect upon arrival.

- 4.2 The prize is provided by Bath Spa University Marketing Team.
- 4.3 Prizes are subject to availability. BSU reserves the right to substitute the prize with a prize of equal or greater value.
- 4.4 The prize is supplied by Bath Spa University Marketing Team (the "Supplier"). BSU reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond BSU's control makes it necessary to do so.
- 4.5 In order to claim the prize you must meet the conditions of the *competition brief*, including submitting suitable design and supporting materials, and committing to supporting with the feedback process as outlined in the competition brief.
- 4.6 The prize is not negotiable or transferable.

5. **Winners**

- 5.1 The decision of BSU is final and no correspondence or discussion will be entered into.
- 5.2 BSU will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry. BSU will not amend any contact information once the competition entry form has been submitted.
- 5.3 BSU must either publish or make available information that indicates that a valid award took place. To comply with this obligation BSU will publish the surname and county of major prize winners and, if applicable, their winning entries on the Bath Spa University website on **14th April 2025**.



5.4 If you object to any or all of your surname, county and winning entry being published or made available, please contact BSU Marketing Team at marketing@bathspa.ac.uk. In such circumstances, BSU must still provide the information and winning entry to the Advertising Standards Authority on request.

6. **The production process**

6.1 Upon winning the competition, the student will work with the Bath Spa University team to refine their design for the eventual production of tote bags for public use primarily at recruitment events including, but not limited to, Open Days, UCAS Events, Offer Holder Days, and so on.

6.2 The winner will be expected to attend mutually agreed upon production meetings, over the course of an 8-week period.

6.3 The winner will not be expected to pay for the production of the tote bags.

6.4 The winner will be expected to provide some personal insight into their design for the purposes of promotional releases, like news stories, social media posts, and blogs on the Bath Spa University website.

7. **Claiming the prize**

7.1 If you are the winner of the prize, you will be awarded the £150 cash on completion of the final design (i.e. design being approved to print by the Marketing team) and will have 14 of days from the notification of arrival of the remainder of the prize to claim the prize by personally attending the offices of the Marketing team.

7.2 The prize may not be claimed by a third party on your behalf.

7.3 BSU will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within



7 days of the Announcement Date, BSU reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

8. Ownership of competition entries and intellectual property rights

- 8.1 All competition entries and any accompanying material submitted to BSU will become the property of BSU on receipt and will not be returned.
- 8.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign absolutely to BSU all your intellectual property rights held in the competition entry with full title guarantee; and
 - (b) waive absolutely 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 You agree that BSU may, in their sole discretion, make your entry available on its website www.bathspa.ac.uk and in any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You grant BSU a non-exclusive, worldwide, irrevocable licence in perpetuity, for the full period of the intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the intellectual property rights in the competition entry and any accompanying materials] for such purposes.

9. Data protection and publicity

- 9.1 BSU will only process your personal information as set out in the *Policies – Bath Spa University*. See also condition 5.3 and condition 5.4, with regard to the announcement of winners.



10. General

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, BSU may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 10.2 BSU 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 are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.