

**APRIL 2025**

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**UK PROMOTION TERMS AND CONDITIONS**

## 1. The Promoter

The promoter is: University of Derby, Kedleston Road, Derby, DE22 1GB.

## 2. The Promotion

2.1 The title of the Promotion is Banks Mill Student Residency.

2.2 All eligible applicants need to do to be in with a chance of winning the Award, is complete the application form detailing how they would use the shared studio space and details of their business/idea before 23:59 on 29 June. Shortlisted applicants will then be invited to an interview with the judges on either 9 or 10 July, you must be available on these dates if shortlisted. The judges will make the Award announcement by the 14 July.

## 3. The AWARD

3.1 The Award offered by the Promoter is the use of a shared studio workspace at the University's Banks Mill Studios in Derby, rent free for 12 months (NB. a small single studio rent would normally start from £100 per month).

3.2 The successful applicant will enter into a licence (contract) with the Promoter for the studio space for a period of 12 months'.

3.3 The licence will automatically expire after 12 months' residency and unless a new contract is issued, the applicant will be required to vacate the space and remove all their property by the end of the licence. Subject to the Promoter's consent, the successful applicant may apply to enter into a new contract to continue the use of a studio space at their own cost, but there is no requirement on the applicant or the Promoter to do so.

### **YOUR ATTENTION IS SPECIFICALLY DRAWN TO THE FOLLOWING:**

**A licence is a legally binding contract and places certain obligations on the successful applicant, such as compliance with Banks Mill tenant rules, attendance at certain events, promoting Banks Mill studios etc. Insurance cover for the successful applicant's property left at the studio is the responsibility of the successful applicant as well as public liability insurance. The successful applicant should seek their own independent legal advice before signing the licence. A sample licence can be provided on request. Please note that it is mandatory for the winner to have their own public liability insurance and to get all their electrical items portable appliance tested to have a studio space at Banks Mill.**

3.4 There is no cash alternative for the Award.

3.5 The Award is not negotiable however the successful applicant will be able to decline the Award if they wish to.

## 4. How to enter

4.1 The Promotion will run from 00:01 on 1 May 2023 (the "**Opening Date**") to 23:59 on 29 June 2025 (the "**Closing Date**") inclusive.

- 4.2 All application forms received after the Closing Date are automatically disqualified.
- 4.3 To enter the Promotion, submit a completed application form by the Closing Date, the application form can be accessed [here](#)
- 4.4 The Promoter will **not** accept:
- (a) responsibility for applications that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - (b) proof of transmission as proof of receipt of the application.
- 4.5 By submitting an application, you are agreeing to be bound by these terms and conditions.
- 4.6 For help with any problems or queries on applications, please email [incubation@derby.ac.uk](mailto:incubation@derby.ac.uk)
- 4.7 Please see <https://www.banksmill.co.uk/membership/student-residencies/> for a copy of these Promotion terms and conditions.
- 4.8 The applications will be judged by a panel of judges based on the most suitable proposal for use of the studio space by the winner for the development of a creative business/practice or idea.

## 5. Eligibility

- 5.1 Eligible applicants are current students of the University of Derby or recent graduates (last two years) who are thinking of setting up a business/practice within the creative industries, except students who are also:
- (a) employees of the Promoter or its holding or subsidiary companies;
  - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration;

### 5.2 YOUR ATTENTION IS SPECIFICALLY DRAWN TO THE FOLLOWING:

**In submitting your application, you confirm that you are eligible to do so, understand that the Award requires you to enter in to a legally binding contract with the Promoter which may place obligations on you to fulfil certain activities, such as participating in an Open Day and the Open Studios event in November, and that occupying the Award will generate certain additional costs for you such as contents insurance (if required), public liability insurance, portable appliance testing of electrical items and electricity usage (via card meter). The Promoter may require you to provide proof that you are eligible to apply for the Award.**

- 5.3 The Promoter will not accept applications that are:
- (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;

- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) incomplete.

5.4 There is a limit of one application per person. Due to the nature of the Award, entries on behalf of another person will not be accepted.

## **6. Successful Applicant(s)**

6.1 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.

6.2 The Promoter will contact the successful applicant(s) personally as soon as practicable after the Announcement Date, using the telephone number or email address provided on the application form. The Promoter will not amend any contact information once the application form has been submitted.

6.3 The Promoter must either publish or make available information that indicates that a valid Award took place. To comply with this obligation the Promoter will publish the name, course and county of the successful applicant on or shortly after 14 July 2025 (the “**Announcement Date**”).

6.4 If the successful applicant objects to any or all of their name, course and county being published, please contact the Promoter by email at [incubation@derby.ac.uk](mailto:incubation@derby.ac.uk). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **7. Claiming the prize**

7.1 The Promoter will make all reasonable efforts to contact the successful applicant using the contact details provided on their application form. The successful applicant should respond to say whether they have accepted the Award and will be asked to confirm they fully understand the nature of the Award and accept the terms and conditions of the Award.

7.2 The Promoter does not accept any responsibility if the successful applicant is not able to take up the Award. In such event the Promoter reserves the right to select another applicant to receive the Award but is not bound to do so.

## **8. Ownership of applications and intellectual property rights**

8.1 All application forms and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

## **9. Data protection and publicity**

9.1 The Promoter will process application forms for the purpose of running this Promotion only. Unsuccessful application forms will be deleted no later than six months after the Announcement Date. The successful application form(s) may be retained beyond the Announcement Date but for no longer than 12 months from entering the lease agreement. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.

**10. Social media advertising of the Promotion**

10.1 The following terms are the terms and conditions of Facebook, Twitter and Instagram and the Promoter has no ability to change or remove these terms:

10.2 You agree to release Facebook, Twitter and Instagram from any and all liability or obligations to you in relation this Promotion; and

10.3 Your acknowledgement that the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or Instagram.

**11. General**

11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.

11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

11.3 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England.