**‘The Challenge 2023’ Terms and Conditions**

1. CIM shall mean The Chartered Institute of Marketing a body incorporated by Royal Charter (RC000886) located at Moor Hall, Cookham, Maidenhead, Berkshire SL6 9QH.
2. The ‘Sponsor’, means Highland Distillers Limited, company number SC158731, located at 100 Queen Street, Glasgow, G1 3DN, who is in contractual agreement with CIM to sponsor The Challenge competition and event.
3. The brief for ‘The Challenge 2023’ can be found at www.cim.co.uk/thechallenge
4. The competition is open to teams of postgraduate students at universities or Study Centres in Scotland studying a marketing or business postgraduate degree (level six equivalent) within Scotland. If students are studying business, this postgraduate degree must contain a marketing module.
5. Your team must consist of between two and four eligible members only.
6. Entrants must be over 18 years of age.
7. Your entry is limited to one unique and original entry per team.
8. Employees of CIM and their immediate families are not permitted to enter the competition.
9. CIM reserves the right to refuse entries which we consider to be offensive, contain inappropriate/illegal material or that are contrary to the spirit or intention of the competition.
10. You confirm that (i) any ideas / materials are original works and are not defamatory, (ii) your entry to ‘The Challenge’ will not contain material, including images belonging to any person (or any material where the rights belong to any person) other than yourself without the owner’s prior written consent, (iii) there are no conflicting agreements in place that restrict usage of these images or other submissions, (iv) you will produce evidence of any required consents at CIM’s or the Sponsor’s request and (v) all persons appearing in any images are over 18. You agree not to include music in any materials or submissions for the competition.
11. The intellectual property in all entries will be owned by and vest in the Sponsor and by entering this competition you agree to assign all intellectual property rights in your entry to them. The Sponsor does not need to obtain approval or permission to use this content and they have the right to use that content in perpetuity, throughout the world, in all known and discovered mediums and for all purposes and they shall have the right to make it available to any partner or the public.
12. You grant CIM, the Challenge, the Sponsor and their respective agencies the unrestricted right to use, reproduce, translate and distribute any material or ideas included in your presentation and to make reference to and/or publish any content or ideas through printed or online channels for all PR activities and editorial relating to ‘The Challenge’. You agree that neither we nor the Sponsor need to obtain your approval prior to any such uses of your presentation. Accordingly, we and the Sponsor reserve the right to take such action as we or the Sponsor require to protect our and the Sponsor’s position in respect of any claim or potential claim.
13. By submitting your personal information, you are providing your details to CIM as data controller. This data will be processed solely for the purposes of managing your submission and subsequent PR activities relating to your entry and will be handled in line with current data protection legislation.
14. CIM will not contact you in relation to other products and services, unless you have already provided consent to receiving such communications. If you are a current member of CIM, you can update your communication preferences at any time via the ‘Communication’ tab of your MyCIM account at [**mycim.co.uk/**](https://my.cim.co.uk/mycim/).
15. In order to process your entry, the details you provide will be shared securely with relevant CIM employees, judges, marking assessors, partners and sponsors. You will only be contacted by these parties, by phone or email, in relation to this event and its associated activities. CIM will not disclose your details to any other third parties for the purpose of receiving communications from those third parties.
16. Your personal information will be retained for as long as is required to complete all activity related to this event and for a further 12 months thereafter, after which it will be deleted. If you are a CIM member, as a result of this event or otherwise, your data will be retained in line with our [**Privacy Policy**](https://www.cim.co.uk/privacy/).
17. CIM respects your data and has taken appropriate technical and organisational measures to ensure we have mitigated against such risks as loss or unauthorised access, destruction, use, modification or disclosure of data.
18. Entry in the competition shall not grant you any rights in or affect the ownership of any of CIM’s, the Sponsor’s or any partners’ intellectual property rights including but not limited to name, logo and/or trademarks, or those of our respective affiliates.
19. By entering The Challenge 2023 and successfully becoming one of the top five finalist teams, you agree for your name and university / study centre to be promoted via social media channels, PR related activity, The Challenge website, activity on-the-day of the live judging final, and case studies with no recompense, either by CIM or any partners, either during or after the competition.
20. Registrations to the competition must be completed by Wednesday 30th November 2022 (midnight GMT).
21. Submission deadline is Friday 19th May 2023 (midnight GMT) via thechallenge@cim.co.uk. Incomplete or late entries will not be accepted.
22. Your entry must be sent via **thechallenge@cim.co.uk** using Wetransfer and entries made in any other way will not be accepted.
23. After the closing date, entries will be judged by a panel who will select five team finalists. These finalists will be invited to attend a face to face judging final in Glasgow on Wednesday 21st June 2023 (09:00 GMT).
24. Neither CIM nor the Sponsor are responsible for any expenses incurred in connection with the competition such as travel, accommodation or food.
25. The prizes per team are as follows:

First prize:

* + Winner of The Challenge 2023 and CIM’s ‘Masters of their Marketing Career’ award
  + A day trip to Orkney to include distillery tour and lunch for a team of up to four people. To include flights, lunch and the tour costs, all courtesy of Highland Park Distillery.
  + One-year complimentary CIM membership for each team member
  + Two hours individual mentoring by a senior marketer

Second prize:

* + A bottle of Highland Park Whisky each for a team of up to four
  + A Highland Park goodie bag each for a team of up to four
  + One-year complimentary CIM membership for each team member
  + Two hours individual mentoring by a senior marketer

Third prize:

* + A bottle of Highland Park whisky each for a team of up to four
  + One-year complimentary CIM membership for each team member
  + Two hours individual mentoring by a senior marketer

All finalists:

* + Specially produced digital finalist certificates

1. Unless detailed above, the prizes do not include any costs for travelling, accommodation or other supplementary expenses that may be incurred by the prize winners in undertaking the prize. The prizes specifically do not include costs for travel insurance for the winning team and this is not the responsibility of either the CIM or the sponsor.
2. There is no cash alternative, the prizes are non-negotiable, non-transferable and can only be taken by the prize winners.
3. CIM and the Sponsor reserve the right to substitute the prizes with prizes of equal or greater value.
4. All prizes must be redeemed by 31 December 2023.
5. The judge’s decision is final.
6. Should the winner already be a member of CIM, there will be no refund of any moneys paid.
7. CIM has no liability or responsibility to the winners except as set out in these Terms and Conditions.
8. The successful placements of the top three teams will be posted on the CIM website, one calendar month after The Challenge 2023.
9. Strictly no photography or filming of any kind can be undertaken at the live judging final on Wednesday 21st June 2023.
10. All users must gain written approval/permission via **thechallenge@cim.co.uk** before any publication/use of CIM’s brand logo.
11. CIM reserves the right to cancel, amend, withdraw, terminate or withhold the prizes or temporarily suspend this competition in the event of any unforeseen circumstances outside of its reasonable control, with no liability to any entrants or third parties.
12. This competition is being run by CIM, Moor Hall, Cookham, Berkshire, SL6 9QH.
13. If you are found to have breached these Terms and Conditions, your team will be immediately removed from the competition.
14. Except as expressly provided for in these Terms and Conditions, neither CIM nor the Sponsor shall in any circumstances be responsible for indirect damages or loss of any kind, including loss of profit, business or revenue, arising out of or in any way connected with the performance or failure to perform these Terms and Conditions, breach of any express or implied term or warranty, or where the performance of any of our obligations to you is prevented, frustrated or impeded by any circumstance or cause beyond our or the Sponsor’s reasonable control, including without limitation fire, flood, lightning, civil commotion, malicious damage, compliance with any law or governmental order, accident to or breakdown of plant, machinery, utilities, computer servers, telecommunications networks or default of suppliers or subcontractors.
15. CIM and the Sponsor do not seek to exclude or limit their respective liability for death or personal injury arising from their own negligence or for any fraudulent misrepresentation.
16. These Terms and Conditions shall be governed in all respects by English law and you hereby submit to the non-exclusive jurisdiction of the English courts.
17. CIM reserves the right to vary these Terms and Conditions from time to time. Such variations become effective immediately upon the posting of the varied Terms and Conditions on [**www.cim.co.uk/terms-and-conditions**](https://www.cim.co.uk/terms-and-conditions/).