

THE CDK DEALER TECH COMPETITION – TERMS AND CONDITIONS

1. General

- 1.1 This competition is organized and administered by CDK Global (UK) Limited, a company registered in England and Wales with registered number 01281651 (“**CDK**”).
- 1.2 These terms and conditions govern the participant’s involvement in the CDK competition known as ‘the CDK Dealer Tech Competition’ (“**Competition**”).
- 1.3 By submitting a Competition entry, each participant agrees to be bound by these terms and conditions.
- 1.4 CDK reserves the right to:
 - (a) amend these terms and conditions at any time by updating them on the Competition website or, if after the Closing Date (defined below) by notifying the participants; and/or
 - (b) suspend or cancel the Competition at any time on notice to the participant.
- 1.5 In entering the Competition, the participant confirms that it is eligible to do so. CDK may require a participant to provide proof that they are eligible to enter the Competition.
- 1.6 A participant may withdraw from the Competition at any time by providing CDK with written notice.
- 1.7 CDK may terminate a participant’s involvement in the Competition on written notice where CDK has reason to believe that the participant is in breach of these terms and conditions or where it believes that the participant is bringing CDK into disrepute.
- 1.8 Competition timescales may be subject to change by CDK including as a result of any disruption caused by the Coronavirus pandemic and the impact this may have on working arrangements.
- 1.9 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

2. How to enter

- 2.1 The Competition will run from 16 October 2020 and is expected to be open for entries until 6 November 2020 (the "**Closing Date**") inclusive.
- 2.2 All Competition entries must be received by CDK by no later than the Closing Date. All Competition entries received after the Closing Date will not be assessed.

2.3 To enter the Competition please complete the application form, available here [\[http://www.cdkglobal.co.uk/dealertech/how-to-enter.html\]](http://www.cdkglobal.co.uk/dealertech/how-to-enter.html).

2.4 CDK will not accept:

- (a) responsibility for Competition entries that are delayed 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 entry to the Competition.

3. Eligibility

3.1 The Competition is only open to individuals enrolled (as at the date of entry and during the Competition) in an undergraduate or postgraduate degree course at any of the following UK Universities: Bath, Buckingham, Exeter, Southampton, Surrey and Warrick. CDK reserves the right to request written evidence regarding the eligibility of each participant.

3.2 The Competition is not available to any employee of, or person otherwise engaged by, CDK or its holding companies or subsidiaries or any members of their immediate families or households.

3.3 CDK will not accept competition entries that are (in CDK's reasonable opinion): (a) automatically generated by a computer; (b) completed by third parties or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete.

3.4 Entries can be submitted by individual participants or by groups of up to five participants. There is a limit of one entry to the Competition per person, whether they submit individually or as a group.

3.5 CDK reserves all rights to disqualify a participant if their conduct is contrary to the spirit or intention of the Competition.

3.6 Competition entries cannot be returned.

4. Competition Process

4.1 For details concerning the Competition timescales and Judging Criteria please see [\[http://www.cdkglobal.co.uk/dealertech/about-dealer-tech.html#judging\]](http://www.cdkglobal.co.uk/dealertech/about-dealer-tech.html#judging).

4.2 The Competition shall be administered by CDK using its discretion including the selection of participant proposals for the 'Idea development phase', the selection of each University winner and the selection of the National Final winner. Each decision of CDK shall be final and no correspondence or discussion will be entered into.

5. Prize

- 5.1 Each University level winning entry will receive a cash prize of £3,000.
- 5.2 The National level winning entry will receive an additional cash prize of £10,000. The winning participant(s) may also have an opportunity to join the CDK Graduate Programme.
- 5.3 Prizes will be paid to the winners, being either an individual or team, in GB pounds sterling to a nominated bank account. Where prize money is payable to a team, CDK will pay the amount to a nominated bank account for that team and will have no responsibility for dividing such amount between the team members.

6. Limitation of liability

CDK shall not be liable for any indirect loss or damage incurred by the participant. To the extent permitted by law, CDK excludes all liability associated with the Competition. In submitting an entry each participant is doing so at their own risk.

7. Ownership of Competition entries and intellectual property rights

- 7.1 Any intellectual property rights (including copyright in written submissions or code written and trademarks in any names or logos) shall be owned exclusively by the participant. It is each participant's responsibility to ensure that they take all appropriate steps to protect such intellectual property (including applying for any registered intellectual property rights as they see fit). Nothing in these Terms and Conditions shall assign any of the intellectual property rights to CDK or any other third party.
- 7.2 Each participant warrants to CDK that it owns all intellectual property rights in their Competition submission and shall account for any losses CDK incurs as a result of a threatened or actual claim from a third party that such Submission infringes that third party's intellectual property rights.
- 7.3 Subject to clause 7.4, in submitting a Competition entry each participant grants CDK a royalty-free, irrevocable, perpetual licence to use, display, share and adapt any aspects of the Competition submission for the purposes of managing the Competition and for advertising and promoting CDK and the Competition.
- 7.4 If: (a) requested in writing by a participant; and (b) required in order to preserve the intellectual property rights of any aspect of a Competition submission, CDK shall keep such part of the Competition submission confidential to the extent necessary in order to avoid prejudicing any such intellectual property rights.

8. Data protection and publicity

CDK will only process your personal information for the purposes of:

- 8.1 administering the Competition and assessing your entry which we will undertake on the basis that there is a contract between us for this purpose which is governed by these terms and conditions; and
- 8.2 promoting and advertising the Competition as is necessary for the legitimate interests of CDK, and as further set out in the Privacy Policy [<https://www.cdkglobal.com/en-gb/privacy-policy>].