

Tartan Challenge Competition

Competition Terms and Conditions

These are the terms and conditions for participation in the Highlands and Islands Enterprise 'Tartan Challenge' competition (the "**Competition**").

If you do not wish to accept these terms and conditions in their entirety, please do not submit an entry to us. By participating in the Competition, you will be deemed to have read and accepted all of the terms and conditions set out herein. Failure to comply with these terms and conditions in their entirety will disqualify you from participating in the Competition.

1 Promoter and overview

- 1.1 The Promoter of the Competition is Highlands and Islands Enterprise ("**HIE**", "**we**", "**us**", "**our**"), established by the Enterprise and New Towns (Scotland) Act 1990, whose principal office is at An Lòchran, 10 Inverness Campus, Inverness, IV2 5NA.
- 1.2 HIE is running a skill-based Competition inviting students at the University of the Highlands and Islands ("**UHI**") to design an original tartan to celebrate our 60th anniversary. The winning tartan will be used by HIE and registered on the Scottish Register of Tartans in our name.

2 Eligibility

- 2.1 The Competition is open to all currently enrolled UHI students at any level of education (including Further Education and Higher Education) and in any discipline including those on full-time and part-time courses regardless of the location of study within the UHI ecosystem.
- 2.2 Entrants must be at least 16 years old as at the closing date of the Competition.
- 2.3 Entrants may participate individually or in a team of up to three (3) members, provided all team members are enrolled at UHI in an eligible course as per condition 2.1. For team entries:
 - 2.3.1 a single Lead Entrant must be nominated at the time of entry and will be the primary contact for HIE.
 - 2.3.2 the prize for the winner will be paid to the Lead Entrant, who is responsible for any division among team members.
 - 2.3.3 all team members must meet the eligibility criteria set out in these terms and conditions and, if the team wins, sign an IP assignment in favour of HIE (see condition 7 below).
- 2.4 Employees, officers and directors of HIE and its subsidiaries and associated entities and those involved with organisation and in administering or judging of the Competition (and their immediate families/households) are prohibited from entering. Entries submitted by or on behalf of a company, organisation or body corporate will not be valid.
- 2.5 In entering the Competition, you confirm that you are eligible to claim the prize. We have the right at any time to require entrants to provide proof of identity as evidence of eligibility to participate.
- 2.6 There is no entry fee and no purchase necessary to enter this Competition.
- 2.7 Entrants may submit up to three entries, provided that each entry complies with these terms and conditions.

2.8 The tartan must meet the definition of the Scottish Register of Tartans Act 2008: "... a design which is capable of being woven consisting of two or more alternating coloured stripes which combine vertically and horizontally to form a repeated chequered pattern." The tartan must be capable of registration with the Scottish Register of Tartans and thus meet the clear criteria for registration included in The Scottish Register of Tartans Guidance Pages – see [here](#).

2.9 We will not accept any entries which are:

2.9.1 automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);

2.9.2 completed by third parties or in bulk; or

2.9.3 incomplete, illegible, corrupted, or otherwise non-compliant with these terms and conditions.

3 How to enter and key dates

3.1 The Competition will run from:

3.1.1 12:00 on 24 November 2025 (the “**opening date**”); to

3.1.2 00:00 on 1 February 2026 (the “**closing date**”).

All entries received after the closing date will be automatically disqualified, unless otherwise decided by HIE (in its sole discretion).

3.2 To enter the Competition entrants must submit their application via the [online entry form](#). Applicants must include their UHI email account and attach the following:

3.2.1 A pdf document containing images of the unique, newly designed tartan created by the entrant and examples of how it can be used. This should include an image of a swatch, an image for use as a website banner and an image of a scarf. The design must include details of thread count.

3.2.2 a written description (300-500 words) explaining the inspiration, colours, and symbolism of the design and;

3.2.3 A photo of student ID as evidence of studentship at UHI for all entrants.

3.3 No entries in any other format or received via other means will be accepted.

3.4 Entrants should ensure that they retain copies of submitted images. We will take all reasonable steps to ensure the safe storage of entries until judging has taken place. HIE will destroy / delete copies of all entries (other than the winning and commended entries) once judging has taken place. We accept no responsibility for entries not received by the Closing Date, for whatever reason.

4 Judging and selection

4.1 The Competition entries will be judged by a panel of six judges who shall review all eligible submissions submitted prior to the Closing Date, against the following criteria:

4.1.1 creativity and originality;

4.1.2 relevance to HIE’s identity and values;

- 4.1.3 aesthetic appeal;
- 4.1.4 uniqueness and ability to register;
- 4.1.5 feasibility for production,

and shall create a shortlist of three (3) entries on which all HIE staff members shall have the opportunity to vote for a winner.

The winning entry shall be the one that receives the most votes. The second and third place entries shall be awarded 'commended' status. If there is a tie in votes, the panel of judges shall have a tiebreaking vote.

- 4.2 If, in the panel's reasonable opinion, no entry is of sufficient standard, we may withhold an award or reduce the number of awards at our discretion.
- 4.3 A list of names of the judges is published on the website.

5 The prize

- 5.1 The first-place winner (or lead entrant, as applicable) will receive a prize of £1,500 (one thousand five hundred pounds) which shall be paid by bank transfer within a period of 30 days of (a) their eligibility being verified; and (b) their signing of the IP assignment document in favour of HIE (see condition 8 below).
- 5.2 The second and third place commended entries will receive a goodie bag to acknowledge their creativity and endeavour.
- 5.3 No alternative to the prizes will be offered.
- 5.4 The prizes are not transferable.
- 5.5 Prizes are subject to availability and HIE reserves the right to substitute any prize with another of equivalent value without giving notice. The prize does not include tax or personal expenses and those costs together with any other incurred by the winners that are incidental to the fulfilment of the prize are the responsibility of the winner(s).

6 Winners

- 6.1 The decision of the judges nominated by HIE is final and no correspondence or discussion will be entered into.
- 6.2 HIE will contact the winner and commended entries personally as soon as practicable after the Closing Date using the UHI student email address provided within the Competition entry form. HIE will ask the winner and commended entries to complete the intellectual property transfer / licence forms, further described at conditions 8.1 and 8.2 below.
- 6.3 HIE will publish the first name and surname of the winner(s), together with a copy of their winning design on the HIE website. HIE will also publicise the winning entry on social media and in the press. If you object to any or all of your name, county and winning entry being published or made available, please contact HIE at hie.marketing@hient.co.uk. In such circumstances, HIE must still provide the information and winning entry to the Advertising Standards Authority upon its request.

7 Claiming the prize

- 7.1 The winner and commended entries will be notified by HIE as described in condition 6.3. After the intellectual property transfer / licence forms, further described at conditions 8.1 and 8.2, are completed, HIE will provide the winner and the commended entries information on how to claim their prize.
- 7.2 HIE will make all reasonable efforts to contact the winner and the commended entries. If the winner or the commended entries cannot be contacted or is not available or has not claimed their prize within 14 days of being notified by HIE pursuant to condition 7.1, the relevant entrant(s) shall be deemed to have forfeited their prize(s) and HIE reserves the right to offer the prize(s) to the next eligible entrant(s) selected from the entries that were received before the closing date.

8 Ownership of Competition entries and intellectual property rights

- 8.1 **Ownership pre-award:** Entrants retain the copyright and other applicable intellectual property rights in their entry until any transfer (or licence) pursuant to this condition 8.
- 8.2 By entering, each entrant grants HIE a worldwide, royalty-free, non-exclusive licence to use, display and reproduce the entry for (a) administering the Competition (including judging), and (b) publicity relating to the Competition and the 60th anniversary, in print and digital media, until the Competition concludes and winners are announced.
- 8.3 **Winner.** This Competition aims to design HIE a tartan to celebrate their 60th anniversary, which will be used by HIE going forwards in its business. To be able to use the tartan freely, HIE requires to own all appropriate intellectual property rights (and moral rights) in the winning design. By submitting an entry, each entrant confirms that if they are chosen as the winner (and as a condition of receiving the winner's prize), they:
- 8.3.1 agree to assign absolutely all intellectual property rights in the Competition entry and waive all moral rights (to the fullest extent permitted by law);
 - 8.3.2 shall sign a short-form intellectual property transfer, assigning all of the rights in the winning design to HIE; and
 - 8.3.3 shall, to the extent possible, provide HIE with such additional information in relation to the design as HIE may reasonably require (for example, in order for HIE to register the tartan).

If the selected winner is unwilling to transfer the rights and sign the transfer document, HIE shall instruct the judges to choose a new winner from the commended entries, and the initial winner shall be deemed to have forfeited the winner's prize.

- 8.4 Entrants acknowledge and agree that, even if their entry is selected as the winner of the Competition, HIE reserves the right to make reasonable technical or aesthetic modifications to the winning design for weaving, production, accessibility, or brand application purposes.
- 8.5 HIE will register the winning tartan on the Scottish Register of Tartans in HIE's name and at our cost and may pursue any other IP protection which we deem appropriate (e.g., registered designs, trade marks for names or visual elements associated with the tartan).
- 8.6 **Commended entries.** By submitting an entry, each entrant confirms that if they are chosen as a commended entry, they shall grant HIE a worldwide, irrevocable, perpetual and royalty-free licence (with right to sublicense) to use, display, publish, disseminate and adapt the materials submitted in the entry for the purposes of advertising or promoting the Competition. The commended entrants agree to sign a short-form licence in favour of HIE. If an entrant of a commended entry is unwilling to grant and sign such a licence, HIE shall instruct the judges to choose an alternative commended entry from the other entries, and the relevant entrant shall be deemed to have forfeited the commended entry prize.

8.7 By submitting an entry, each entrant confirms that:

8.7.1 the entry is an original work;

8.7.2 they own all appropriate intellectual property (and moral rights) in the design; and

8.7.3 the entry does not include any third-party logos, trademarks or copyrighted material, unlawful, offensive or discriminatory content, or any content that infringes the rights of others.

9 Freedom of information

9.1 HIE is subject to the Freedom of Information (Scotland) Act 2002. Information provided in entries may be disclosed if required by law. HIE will apply relevant exemptions where appropriate but cannot guarantee confidentiality.

10 Fairness, Disqualification and Cancellation

10.1 HIE reserves the right to disqualify any entrant who (a) breaches these terms and conditions, (b) tampers with the entry process, or (c) submits an entry that is unlawful, offensive, or otherwise unsuitable.

10.2 If an event beyond HIE's reasonable control materially affects the Competition (including a lack of eligible entries of sufficient quality), we may cancel, suspend or amend the Competition. Any material changes will be notified via the HIE website.

11 Data protection and publicity

11.1 HIE will process entrants' personal data for the purposes of running the Competition, verifying eligibility, administering prizes, publicity and archiving Competition records.

11.2 HIE shall only process entrants' personal data in accordance with current UK data protection legislation and as set out in HIE's Privacy Policy found at [Privacy Policy | Highlands and Islands Enterprise | HIE](#).

11.3 The winner and the commended entries agree to the use of his/her name and design entry in any publicity material. See also condition 8.3 about announcement of winners.

12 General

12.1 HIE's decision in respect of all matters to do with the Competition will be final. HIE accepts no liability for any loss, damage, personal injury or death occurring as a result of the winner or commended entries taking up their respective prizes (except to the extent that such liability cannot be excluded or limited under law).

12.2 The Competition and these terms and conditions (and any non-contractual obligations arising out of them) is governed exclusively by the laws of Scotland, which shall be exclusively applicable to any and all disputes arising out of or in connection with the Competition or these terms and conditions. The Scottish courts shall have sole jurisdiction over all and any disputes arising out of or in connection with this Competition.

12.3 If any provision of these terms and conditions is held invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

12.4 Any questions about the Competition should be directed to hie.marketing@hient.co.uk.