

## **Competition terms and conditions**

1. All entrants must be University students registered at one of the 8 Public TVET Colleges in the Eastern Cape in South Africa and currently studying. Submissions can be made by individuals or groups.
2. Employees of The TVET College are not eligible to enter.
3. Entrants must own at least 50% of the business in question.
4. Lecturers or members of staff must not have any share in the business or business idea.
5. Any entry which is found to be partially or fully incomplete, non-compliant with the competition criteria, illegible or otherwise substantially deficient or ill prepared; or which is submitted after the closing date and time, may be withdrawn from consideration, without notice and at the sole discretion of the organisers.
6. I confirm that any and all intellectual property which forms part of my/our business and my/our entry, is the property of the entering business and/or its owners and directors, or that any third-party intellectual property used in our business or entry is used with the permission of the owners thereof, and in this regard we indemnify the organisers and the South African Government against any claim from any third party in relation to the unauthorised use of any intellectual property. The entrant confirms that all information provided is true and accurate. Any entry containing false or misleading information may be withdrawn from consideration, without notice and at the sole discretion of the organisers.
7. All applicants must be at least 18 years old. If under 18 applicant must ask their parent or guardian to sign the consent form.
8. Only one member of the business must be the representative of the business through-out the competition. The competition reserve the right to remove entries from the competition if this condition is not met.
9. Business ideas or existing businesses in the tobacco, firearms (excepting sporting use), alcohol, adult (sex) and gambling / wagering industries will not be considered for the Competition.
10. The entrant grants permission to the organisers of the competition to have their photograph taken and/or be filmed, without prior notice, during site visits and attendance at any competition meeting or event; and for any such photograph or film to be used without payment of any consideration in printed, online (internet), video or other promotional or competition related communication, press release or article, without prior notice.
11. While the Eastern Cape Entrepreneurship Inter-College will use its reasonable efforts to respect and protect any clearly labelled confidential information that is

provided by entrants, the nature of the competition means that Eastern Cape Entrepreneurship Inter-College cannot guarantee to maintain confidentiality and cannot be responsible for any confidential information that is submitted. Entrants should exercise their discretion when deciding what information to provide to Eastern Cape Entrepreneurship Inter-College.

12. Any personal data relating to the winners or any other entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the applicant's prior consent.
13. Eastern Cape Entrepreneurship Inter-College reserves the right to withdraw any submission to the competition at any time if it is found to be in breach of any of the pre-established conditions and/or rules laid out in this document.
14. The organisers reserve the right to change, without prior or any notice other than on the competition website, the dates, entry forms and requirements, adjudication process, criteria, categories and any other competition feature and process, in the interests of fairness, transparency, or where operational circumstances require such change.
15. The judges' decision is final and no correspondence will be entered into.
16. The decision of the adjudicators and organisers with regard to eligibility, scoring and the allocation of Awards shall be final.
17. The use of or reference to Eastern Cape Entrepreneurship Inter-College by entrants for commercial or promotional purposes is prohibited unless Eastern Cape Entrepreneurship Inter-College has provided prior written consent.
18. The names of the winners will be available on request
19. No responsibility can be accepted for submissions that are delayed or not received by Eastern Cape Entrepreneurship Inter-College for whatever reason.
20. The competition and these terms and conditions will be governed by South African Law and any disputes will be subject to the exclusive jurisdiction of the courts of South Africa.
21. By participating in this competition entrants are indicating their agreement to be bound by these terms and conditions.
22. All competition prizes are non-negotiable.

## B. CONDITIONS RELATING TO BUSINESS FEEDBACK AND COMMENTARY FROM ADJUDICATORS

1. I/we understand and agree that the competition and its authorised adjudicators may provide me with certain comments and feedback on certain parts of my entry and acknowledge and agree that:
  - a. Such feedback and comments represent the views and opinions of the individual adjudicators, in their personal capacities, and not those of the organisers or the South African Government or its agents;
  - b. The feedback and comments are provided in good faith only, and on the basis of the information provided, for the purpose of assisting the entrant to improve, inter alia, their business concept, model, performance, processes and competitiveness;
  - c. The comments and feedback do not purport to be, and are not offered as, professional financial, legal and technical advice;
  - d. I/we should not under any circumstances make any decisions, or take any action, whether legal, financial, technical or of any other kind, without full and thorough consideration and without first obtaining appropriate financial, legal, technical and other professional advice
  - e. In view of the fact that business models, plans, processes and performance are dynamic and subjective, no correspondence will be entered into with regard to the adjudicators' comments and the adjudicators will not be identified individually. I warrant that I am authorised to represent the business or entity being entered. I understand, accept and agree to abide by the rules, terms and conditions of the Intervarsity Entrepreneurship Competition, on behalf of myself and the business I represent.