



Standard Bank Technology Impact Challenge 2019

Terms and Conditions (“Terms”)

THE STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”): TERMS AND CONDITIONS IN RESPECT OF THE STANDARD BANK TECHNOLOGY IMPACT CHALLENGE 2019 COMPETITION (“COMPETITION”)

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. DURATION

- 1.1 The Competition starts at 10h00 on Saturday, 11 May 2019 and ends at 17h00 on Monday, 2 September 2019 (“**Competition Period**”) and is made up of Heats and a Final as set out in these Terms and the Rules which can be found on the Competition website : <http://graduate.standardbank.co.za/standing/Graduate/GraduateChallenges.html> (“**Website**”).
- 1.2 Should there be a discrepancy between these Terms and the Rules, the Rules will prevail.

2. WHO MAY ENTER

To qualify as an entrant of this Competition you must:

- 2.1 At the commencement of the Competition Period be registered as a full time or part time student in any discipline (“**Student**”) at a tertiary institution (University, Technikon) in South Africa that is registered to participate in this Competition as indicated in clause 2 of the Rules (“**tertiary institute**”); and
- 2.2 be at least 18 years of age.



3. HOW TO COMPETE

- 3.1 The Competition consists of two phases, the Heats and the Finals. To compete in this Competition you must:
- 3.1.1 register and compete in a Team at the Heats at your tertiary on Saturday the 11 May 2019 starting at 10h00 (“**Heats**”); and
 - 3.1.2 be amongst the top 15 performing Teams from the Heats who are invited to attend and compete in the final taking place from Saturday, the 30 August 2019 until 2nd September 2019 at the Standard Bank Global Leadership Centre, Johannesburg, Gauteng (“**Final**”).
- 3.2 There are no additional forms to fill in and once you meet the requirements set out in clause 2 above, this clause 3 and the Rules, you will automatically be entered into the Competition.
- 3.3 You may only enter the Competition once.
- 3.4 Entry into this Competition is based on a first come first serve basis and only the first 170 entries can be accommodated.

4. PRIZE

- 4.1 The top three Teams in each of the HashBlock phase and IdeaChain phase of the Final will win the prizes as follows:
- 4.1.1 The HashBlock phase prize, consists of:



- 4.1.1.1 a cash amount of R125 000.00 (one hundred and twenty five thousand Rand) for the winning Team's tertiary institute, and technology devices valued at R16 000 (sixteen thousand Rand) to each team member ("**First Prize**");
- 4.1.1.2 a cash amount of R65 000.00 (sixty five thousand rand) the tertiary institute of the Team finishing second, and technology devices valued at R11 000 (eleven thousand Rand) to each team member ("**Second Prize**"); and
- 4.1.1.3 technology devices valued at R2 000 (two thousand Rand) to each team member of the Team finishing third ("**Third Prize**").
- 4.1.2 the IdeaChain phase prize, consists of:
 - 4.1.2.1 R 8 500.00 (eight thousand and five hundred rand) to each Team member of the winning Team ("**First Prize**");
 - 4.1.2.2 R 4 500.00 (four thousand and five hundred rand) to each Team member of the Team finishing second ("**Second Prize**");
 - 4.1.2.3 R 1 500.00 (one thousand five hundred rand) to each Team member of the Team finishing third ("**Third Prize**").

(collectively referred to as the "**Prize**").

- 4.2 The Teams will be judged by the various judging panels provided for in the Rules herein after referred to as the "**Judging Process**".
- 4.3 The Judging Process will be overseen by Standard Bank's Risk Assurance department and will take place at the Event. The top three Teams selected in each of the HashBlock and IdeaChain phase during the Finals will win the Prize.

5. GENERAL

- 5.1 We are the promoter of the Competition. Any reference to **we/us/our** includes our directors, members, partners, sponsors, agents or consultants, where the context allows for it.
- 5.2 These terms and conditions are governed by the Consumer Protection Act 68 of 2008.



- 5.3 You are not eligible to participate in this Competition if:
- 5.3.1 you are a director, member, partner, employee, agent or consultant of ours;
 - 5.3.2 you are a sponsor of our Competition and/or are affiliated with such sponsor;
 - 5.3.3 you are an immediate family member of any of the persons specified in clause 5.3.1 or 5.3.2;
- 5.4 **By entering this Competition, all entrants agree to be bound by these Terms and conditions and the Rules on the Website.**
- 5.5 **We will need to process your personal information to validate your entry and if you are a Prize winner, to make the Prize available to you. By entering this Competition, you consent to us processing your personal information for this purpose. If you do not consent to us processing your personal information, please do not enter this Competition.**
- 5.6 Fulfilment of the Prize will be within 2 (two) weeks from the Finals and will occur as follows:
- 5.6.1 if the Prize is a cash prize the winner will be required to provide us with banking details so that the Prize can be deposited into the winner's bank account; or
 - 5.6.2 if the Prize is a good the winner will be required to provide us with a delivery address where we can courier the Prize.
- 5.7 No entry will be considered to be valid until a validation process has taken place.
- 5.8 **Where relevant, if a Prize winner does not accept the Prize within the term specified, if an entry is not valid for whatever reason, if an entrant has breached these terms and conditions or that of the Rules, if a Prize winner renounces the Prize or if we deem such person to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Prize winner.**
- 5.9 We reserve the right to amend these terms and conditions and reduce or extend at any time any dates of this Competition.
- 5.10 In the event of a dispute, our decision will be final and binding on all aspects of the Competition and no correspondence will be entered into.



- 5.11 The Prize may not be exchanged for any other item. We do however reserve the right to substitute the Prize with any other prize of a similar commercial value.
- 5.12 We will be entitled to announce the Prize winners on our website and our social media platforms. We will be entitled to publish the Prize winners' name and photograph in any advertising, promotional, print, point of sale or public relations material (the nature and manner of such releases to be determined within our sole discretion), for a period of 12 (twelve) months from the date of announcing such Prize winner. The Prize winners will be given the opportunity to decline the publication of their image and to participate in our marketing material insofar as it relates to the Competition.
- 5.13 For the purposes of this Competition:
- 5.13.1 **“Source Code”** shall mean the computer code, programming statements and instructions and technical information, whether in human-readable or machine-readable form, in respect of the Problems, which is necessary to enable a reasonably skilled programmer to translate into machine readable object code in order to maintain, amend, modify, develop and enhance the code or to develop an application without reference to any other person or document, but excludes source code created under an open source license; and.
- 5.13.2 **“Intellectual Property”** shall mean all trademarks, trade names, service marks, and trade dress, whether registered or unregistered, and all goodwill associated therewith; patents, designs, copyrights and copyrightable works (including drawings, designs, graphics, artworks, whether in physical form or in analogue or digital form, and all drafts or preliminary versions of any of the foregoing); trade secrets, know-how, inventions, specifications, and processes; moral rights; ideas, methods, concepts, proof of concept, (the nature of which is not limited by the specific reference to the foregoing items) (“Intellectual Property”). For the avoidance of doubt, Intellectual Property excludes the Source Code.
- 5.14 **By entering the Competition, you hereby:**



- 5.14.1 **assign, cede and transfer, to Standard Bank, all the rights, title and interest in and to all Intellectual Property produced, created, compiled, devised, or brought into being during the Competition and Standard Bank accepts the transfer of these rights from you (“Competition Intellectual Property”); and**
- 5.14.2 **acknowledge that you have no rights to use and/or exploit the Competition Intellectual Property, provided that:**
- 5.14.2.1 **the Student may approach Standard Bank and request its written consent to use and/or commercialise any Competition Intellectual Property, at no cost; and**
- 5.14.2.2 **Standard Bank shall have the sole discretion to grant and/or to refuse such request;**
- 5.14.3 **agree that ownership of all Source Code generated during the Competition, for the Competition, shall remain the property of the Student and/or Team that created the Source Code.**
- 5.14.4 **warrant that:**
- 5.14.4.1 **the Competition Intellectual Property and the use thereof do not infringe the Intellectual Property rights of any third party; and**
- 5.14.4.2 **in creating the Competition Intellectual Property and the Source Code, you have observed and complied with all laws, rules and regulations applicable, including, but not limited to compliance with the terms of any open source code licenses.**
- 5.14.4.3 **You indemnify Standard Bank against any claim, losses and/or costs made against Standard Bank in respect of the exercise and/or exploitation by it of the Competition Intellectual Property, insofar as such claim relates to matters warranted by you.**
- 5.15 **We assume no risk and/or liability whatsoever for the failure of any technical element in the Competition which may result in an entrant’s entry not being successfully submitted and/or the Prize winner not successfully**



receiving or taking up the Prize. Once the Prize winner accepts the Prize, such Prize winner accepts such Prize at his/her own risk.

- 5.16 **We assume no liability whatsoever for any direct or indirect loss, harm or damage arising from an entrant's participation and/or any Prize awarded in the Competition or for any loss or damage, howsoever arising. All persons, whilst participating in this Competition, indemnify and hold us harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.**
- 5.17 **If required by the Minister of Trade and Industry, the National Consumer Commission or for whatever other reason, we will have the right to terminate this Competition with immediate effect and without notice of such termination. In such event, all entrants hereby waive any rights, which they may have against us and hereby acknowledge that they will have no recourse or claim of any nature whatsoever against us.**