



**Innovate Durban NPC**  
*Company Registration Number: 2016/543467/08*  
*PBO Number 930058511*  
Unit 2, Ground Floor, Bond Square  
12 Browns Road  
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## **YOUTH INNOVATION CHALLENGE 2021**

### **TERMS AND CONDITIONS**

These terms and conditions are valid for the Youth Innovation Challenge 2021. The official partners are Innovate Durban, eThekweni Municipality, Zutari, Domino Foundation, Adams & Adams, and Host Partners; eThekweni TVET College, Durban University of Technology, Mangosuthu University of Technology and University of KwaZulu Natal. Adams & Adams are the official legal partner to this programme.

1. The Youth Innovation Challenge will be governed by these terms and conditions and such other terms and conditions as may be displayed on any website of the organizers or in any material relating to the Youth Innovation Challenge.
2. Your entry into the competition and/or your acceptance of a prize or award constitutes your binding acceptance of all such terms and conditions on behalf of yourself. The organisers may amend any of the terms and conditions and you agree to any and all such amendments.
3. Entry into the Youth Innovation Challenge is open to persons between the ages of 18 and 35 years only.
4. In order to participate, participants must follow the procedure stipulated by the organizers in the organizers' materials relating to the Youth Innovation Challenge.
5. Participants agree that academic responsibilities take priority and that by participating in Youth Innovation Challenge they are not jeopardizing any academic commitments. If academic commitments are jeopardized or otherwise adversely affected, the organizers are exempt from any liability as it is the responsibility of the participant to disclose accurate information to the organizers.
6. Ideas generated through the Youth Innovation Challenge are free for use by anyone and all participants, subject to any intellectual property rights that may be associated with such ideas. The organizers and partners of the Youth Innovation Challenge will not be responsible if any third party uses any of the participants' ideas and all participants waive all claims against the organizers and partners in this regard.
7. Participants must be mindful of intellectual property rights and requirements if they wish to take their ideas, or any subject matter relating thereto, forward into business development. In particular, participants must bear in mind that once an invention or design has been made available to the public (i.e. once an invention or design enters in the public domain), it may no longer be eligible for patent and/or design protection. It is therefore recommended that participants consider and address any intellectual property issues relating to an idea prior to participating in the Youth Innovation Challenge.

**Directors: D.Ramjugernath (Chairperson), C. Mashaba, A.Ramsuran, R.Gevers, P. Phili, S. Moyo**

8. Participants' solution entries into the Youth Innovation Challenge must be original. Participants' entries may not contain the intellectual property of any third party without their permission and participants may not infringe upon any third party's rights. If a participant makes use of third party subject matter, and in particular third party intellectual property, this must be clearly indicated in the participant's entry and the participant must ensure that they are entitled to use the third party subject matter.

9. Participants may not enter anything which is inappropriate, unsuitable or objectionable, contra bonos mores, or which may bring the organizers or partners of Youth Innovation Challenge into disrepute, controversy, scandal or harm their reputation.

10. All subject matter which may be protectable by way of patents, trademarks, copyright, registered designs and trade secrets developed during the Youth Innovation Challenge belongs to all team members of a group who contributed to the development thereof. Each team member undertakes to execute any legal document confirming that the ownership of the aforementioned subject matter and/or relevant intellectual property belongs to all team members of the group who contributed to the development thereof.

11. Team members must reach an agreement between themselves regarding the development and commercialisation of their application. The organizers and partners of the Youth Innovation Challenge will not be liable in the event of any dispute between team members. If a team member withdraws from a team, such team member will relinquish all rights relating to the team's application and such participant will allow the team to continue with participation in the Youth Innovation Challenge and to develop and commercialise the solution afterwards.

12. If participants want to pursue their ideas and applications developed during the Youth Innovation Challenge, this needs to be done in their personal capacity and should in no way involve the organizers.

13. The organizers are not responsible for the further development or commercialization of the solutions and/or ideas upon conclusion of the Youth Innovation Challenge and will not be liable to contribute any finance or funding in this regard.

14. Participants agree to attend all stipulated activities and events (refer to the Youth Innovation Challenge Information Guide) associated with the Youth Innovation Challenge for the full duration of the activities unless prior consent is granted by the management team due to extreme circumstances, for example, but not limited to death, serious accident, extreme illness, exam, etc. The management team may request proof of such extreme circumstance in this instance. The organizers may disqualify a participant if they do not attend the full duration of the Youth Innovation Challenge.

15. Participants agree to conduct themselves in a professional and ethical manner abiding by the rules of the venue and organizers. The organizers may disqualify incomplete or fraudulent entries or entries that do not comply with these rules. The organizers may also disqualify a participant if the organizers find that the participant has attempted to manipulate the outcome of the Youth Innovation Challenge or tampered or interfered with the operation of the Youth Innovation Challenge.

16. Participants agree to act and carry out their work in good faith being respectful of each other's work and the decisions made by the judges upon awarding of the prizes

17. All judges for the final Pitching Event will be selected by Innovate Durban and key partners in the Challenge. Judges will be selected based on their expertise in the sector.

18. Winners will be selected based on criteria determined by the organizers. Such criteria may be set out in materials relating to the Youth Innovation Challenge

19. Details of the prizes in the Youth Innovation Challenge are set out in the materials relating to the Challenge and on the official website. Prizes are not transferrable and may not be exchanged. Prizes are subject to availability. Cash prizes will be paid out in the manner determined by the organizers of the Challenge.

20. Participants will be disqualified if any direct relationship or affiliation, or any association which may be deemed to be inappropriate, with a competition judge exists, e.g., but not limited to, husband, wife, child, or parent, or business affiliate.

21. The judges' decision is final. The selection of the winners is final. No appeals will be allowed and no correspondence will be entered into.

22. In the event of a dispute regarding any aspect of the Youth Innovation Challenge and/or these terms and conditions, the organizers' decision will be binding and final and participants agree to abide by such decision.

23. Entry into this competition does not guarantee further interest or procurement by businesses and/or organizers.

24. Participants agree to participate in the Youth Innovation Challenge at their own risk. The organizers and partners of the Youth Innovation Challenge shall not be liable for and participants hereby indemnify and hold the organizers and partners harmless against any claim, liability, damages (whether direct or indirect), cost, expense or penalty suffered or incurred by any person as a result of participating in the Youth Innovation Challenge or the



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acceptance or use of a prize.

25. Winners may be required to appear on and be identified in the media at no fee. The winners agree that the organizers and the partners of the Youth Innovation Challenge may process, use, broadcast and/or publish the names, photographs, image, likeness, details and other personal information of the winners for purposes relating to the Youth Innovation Challenge.

26. The organizers shall be entitled not to choose a winner or award one or more prizes if an insufficient number of entries were received or the quality of the entries is not of a sufficient or appropriate standard.

27. The organizers reserve the right to withdraw or suspend the Youth Innovation Challenge or to change any applicable rules at any time. Participants will have no recourse whatsoever against the organizers and partners of the Youth Innovation Challenge in such an event.

28. Previous winners of the Youth Innovation Challenge are exempt from entering the Youth Innovation Challenge.