

Terms and Conditions for the Awethu Project Incubator App Competitions

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These rules apply to the various competitions listed on the Awethu Project App (the “**Competitions**”). All Competitions are powered by the Awethu Project Incubator (Pty) Ltd (company registration number: 2014/056152/07) (the “**Awethu Project**”), along with its partners and funders.

Please contact us on Facebook (<https://www.facebook.com/AwethuProject/>) on weekdays and during office hours (08h00 – 17h00) if you do not understand any part of these terms and conditions or if you have any questions about these or about any of the Competitions.

By downloading the app, you confirm that you have read and agree to be legally bound to these terms and conditions.

1. WHEN DO THE COMPETITIONS START AND END?

The first set of Competitions starts on **16 June 2017 at 09h00**. Entries close on 31 October 2017 at 12h00 (noon) (“**closing date**”). However, the longer you use the app, the greater your chances of winning.

The Competitions will be held over approximately 5 months. By the end of October 2017, Awethu Project will invite the top performers of the first round to continue to the next round of the Competition.

The Awethu Project reserves the right to amend the terms and conditions of the Competitions at any point during the Competitions.

These timelines explain first Competition; such timelines should be seen as indicative of timelines for future Competitions.

2. WHO MAY ENTER THE COMPETITIONS?

The Competitions are open to permanent residents and citizens of South Africa aged 18 or older and in possession of a valid South African ID or valid passports with valid permits.

3. WHO MAY NOT ENTER THE COMPETITIONS?

The following persons may not participate in this Competitions even if they download the Awethu Project App and participate, as per the Competitions’ requirements:

- Awethu Project employees, director(s), member(s), partner(s), employee(s), agencies(s), or consultant(s) relating to the Competitions.
- The spouse, life partner, siblings, children, or parents of any of the persons named above.

4. HOW TO ENTER THE COMPETITIONS

- Download the Awethu Project App from the Google Play store;
- Register and complete the personal profile section on the Awethu Project App;
 - Opt in to be contacted by Awethu; and
- You will get to a page on the Awethu Project App, which directs you to the varied Competitions, where you will be required to select the Competitions that you wish to participate in.

Please note that all Competitions require your active participation on the Awethu Project App – whether through a business you are starting or an existing business.

6. CAN I ENTER MORE THAN ONE COMPETITION?

Even though you may enter each Competition on the Awethu Project App, you are only allowed to win a prize once.

7. COMPETITION PRIZES

Details of the prizes will be listed on the Competition pages in the Awethu Project App as well as on the Awethu Project Facebook page (<https://www.facebook.com/AwethuProject/>)

Only active participants in the Competitions are eligible to win the prizes.

Cash prizes may only be used for the businesses that were entered into the Competitions.

Non-cash prizes may not be transferred or converted to cash.

8. HOW TO BE A TOP PERFORMER THAT IS USING THE AWETHU PROJECT APP

- Actively participate and interact with the Awethu Project App, so that you may -
 - Grow your business;
 - Sell more products and/ or services;
 - Get more customers; and
 - Make more money for the business.

9. DUE DILIGENCE ON PRIZE WINNERS

- Proposed prize winners will be subjected to a due diligence process at the sole discretion of the Awethu Project.
 - This due diligence process may include, but is not limited to:
 - An affidavit signed by you.
 - All financial information relating to the business entered into the Competition/s being verified by the Awethu Project data analytics team;
 - The verification of financial information may include but is not limited to:
 - Receipts for items your business has bought for the business;
 - Calling your clients;

- Shadowing your business for a period of time (as defined by the Awethu Project);
 - Reviewing bank statements used by your business; and
- Because of the nature of micro-businesses, Awethu will need to make discretionary decisions on who wins the prizes based on the evidence collected in the due diligence process.
- In instances where the Awethu Project (or other judges) have had to make such discretionary decisions, such decisions are final and no correspondence will be entered into. No decision by the judges or the Awethu Project will be subject to an appeal.

10. HOW WE WILL DELIVER YOUR PRIZE TO YOU OR HOW YOU CAN COLLECT OR CLAIM YOUR PRIZE

- Cash prizes will be awarded to your businesses directly. This investment is made in order to drive sustainable growth in your business.
 - The Awethu Project reserves the right to pay disbursements directly to your suppliers instead of to your business;
 - All disbursements must be approved by Awethu even if the prize money has already been won.
- The awarding of any cash prize is subject to your active participation in the Awethu Project App, the performance of your business and is entirely at the discretion of the Awethu Project.

11. HOW WILL WINNERS BE NOTIFIED?

- Winners will be notified by telephone once selected and a confirmation letter will also be sent to the winners via e-mail.
- By entering any of the Competitions, you give the Awethu Project permission to publish your name on the Awethu Project website, Facebook page, Twitter account, radio, press, print, should you be a winner. Such information may be in the media for no more than 5 years from the date that you were announced a winner.
 - The Awethu Project reserves the right to make media announcements and/or publications of the name(s) and photograph(s) of all participants in the Competitions for the duration of the Competitions and for no more than 5 years from the end of the Competitions.
- By entering any of the Competitions, you authorize the Awethu Project to publish or distribute any or all the details of your application and information about your business's success and/or to take pictures of you and your business and to use such details, photographs or stories in any advertising or promotional material of the Awethu Project and/ or any of its partners and sponsors, without any liability on the part of the Awethu Project and/ or its sponsors for any claim, including any form of payment or reimbursement, to you.

12. WHAT HAPPENS IF AWETHU CANNOT CONTACT THE WINNER OR IF THE WINNER IS NOT ABLE TO TAKE UP THE PRIZE

If the Awethu Project cannot reach a prize winner (using the contact details provided by the winner in the profile section of the App) within 5 (five) days after the prize announcement date, the Awethu Project has the exclusive right to award the prize to the participant who has achieved the next highest score.

13. GROUNDS FOR DISQUALIFICATION

Participants in any of the Competitions that do any of the following or attempt to do any of the following, whether alone or through anyone else will immediately be disqualified from winning a prize:

- Providing false data on the Awethu Project App;
- Inability to provide verification data within 3 (three) working days of request from the Awethu Project; and
- Any action that threatens other participants in the Competition and/ or any sponsors, employees, directors, contractors or agents of the Awethu Project.
- Not using the proceeds from the cash prizes as agreed with Awethu. In these instances, no further cash amounts will be disbursed to the winner.

14. INTELLECTUAL PROPERTY

Every participant in any of the Competitions retains ownership of all intellectual property rights that were held by the participant prior to the submission of business information to the Awethu Project App. The Awethu Project gives all assurances that the participants shall remain the sole owners of their business ideas and that no steps will be taken by the Awethu Project to assert any claims to any of the business ideas presented by the participants.

Each and every participant is responsible for taking reasonable steps that their participation in the Competitions does not infringe on third-party intellectual property rights.

As a potential entrant to the competition you should be aware of the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (IPR Act).

15. DISCLOSURE OF PERSONAL INFORMATION

- The Awethu Project is required by law to process all personal information in a responsible manner by protecting your and Awethu Project's legitimate interests.
- By applying to improve the growth of your business through your participation in the Awethu Project App, you consent to Awethu Project collecting and processing your personal information, incl. your full names, your ID number, the details of your business(es) you participate with on the Awethu Project App.

- The Awethu Project will collect, process and use such information as prescribed by law and to enable the Awethu Project team to assist you in this journey. Your personal information may also be shared with the Awethu Project stakeholders (e.g. sponsors, funders, associates) to the extent and for the duration as may be required for reporting as well as for marketing purposes. The Awethu Project will not share your personal information with any other parties, unless required do so by law or with your consent. For more information about how we use and manage your personal information, please see the Awethu Project [privacy policy](#).
- By completing this profile page and participating in the Awethu Project App, you confirm that you are 18 years old and that you have read and understood the full privacy policy and that you consent to the processing of your personal information.

16. LIMITATION OF LIABILITY

- By entering and participating in the Competitions, you indemnify the Awethu Project, its associated and subsidiary companies, and its directors, officers, employees, sponsors, funders and agents against any and all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever from your participation in any way whatsoever, in this Competition. Such losses or damages include, but are not limited to loss of use or lost business, revenue, profits, anticipated savings, reputation or goodwill arising from the content on the Awethu Project App or any other related interaction with the Awethu Project, Awethu Project documentation and/ or the intended use thereof under any theory of delict, contract, warranty, strict liability or negligence even if the Awethu Project has been advised, knew or should have known of the possibility of such damages.
- You agree that, due to the nature of the Awethu Project's business and the large number of entrepreneurs (and business ideas) that the Awethu Project business is exposed to on a daily basis, the Awethu Project does not guarantee that it will not have the business idea and/ or start a business that is similar to your business. In the event that the Awethu Project develops a business idea and/ or starts a business that may be similar to yours, you waive all your rights against the Awethu Project for damages or any other remedy available at law.

17. GENERAL

- The Awethu Project has the right to cancel any of the Competitions at any time. In this event, the Awethu Project will publish a notice on its Facebook page and you agree to waive (give up) any rights that you may have against the Awethu Project in whatsoever way.
- All entries will go through a vetting and judging process to determine the winner. The judges' decision on all Competitions is final. No decision by the judges will be subject to an appeal.
- The Awethu Project reserves the right to change the rules of any Competition. Awethu will publish notification of changes on the Awethu Project App and Awethu's Facebook page. For convenience only, the date on which these rules were last amended is shown above. It is your responsibility to check the website for any changes to the Competition rules.

- The participant will not hold Awethu liable for any technical errors originating from the Awethu Project, hosting website, social media pages, network suppliers and other service providers.
- Participants are responsible for any data, cellphone or any other charges necessary to enable participants to gain the necessary network or internet access to be able to access Facebook or to use the Awethu Project App.
- The contents of these terms and conditions are severable. This means that if any term and condition is found to be unlawful, it will be removed and the remaining terms and conditions will still apply.
- These terms and conditions and the Competitions are governed by the law of the Republic of South Africa.
- At the sole discretion of the Awethu Project, an auditor may oversee the prize allocation process to ensure fairness and correctness.
- Situations not covered in these terms and conditions will be resolved by the organisers of the Competition, and their decision will be final.
- The user of the Awethu Project App guarantees that all submitted content does not infringe valid law, especially criminal law, competition law, copyright law, trade mark and other labeling laws and/or personal rights and is free from rights owned by third parties. In addition, user content may not be racist, race baiting, discriminatory, pornographic, insulting, defamatory, or offensive against accepted good morals in any other way, or, considering the character of the platform, inappropriate. The Awethu Project maintains the right to reject content entered by the user and/or to delete such content where it contravenes the above principles, valid law or accepted morals.
 - The user of the Awethu Project App pledges to release the Awethu Project completely and unconditionally from any claims whatsoever resulting from obligations due to the culpable injury of the above-mentioned points. This release includes the responsibility for legal costs.

Direct any questions and/ or comments that you may have to info@awethuproject.co.za

18. SPECIFIC COMPETITIONS

- Students and Alumni from the following TVETs are eligible for the TVET Turbo Competition. Students and Alumni from other TVETs are eligible for the CashUp competition.
 - o Flavius Mareka TVET College
 - o Goldfields TVET College
 - o Maluti TVET College
 - o Northern Cape Rural TVET College
 - o Northern Cape Urban TVET College

- o Buffalo City TVET College
- o Lovedale TVET College
- o Tshwane North TVET College
- o Tshwane South TVET College
- o Ekurhuleni East TVET College
- o Ekurhuleni West TVET College
 - o Sedibeng TVET College
 - o South West TVET College
 - o Wescol TVET college
 - o Coastal TVET College
 - o Esayidi TVET College
 - o Majuba TVET College
 - o Mthashana TVET College
 - o Umfolozi TVET College
 - o Capricorn TVET College
 - o Lephalale TVET College
- o Mopani South East TVET College
 - o Sekhukhune TVET College
 - o Ehlanzeni TVET College
- o Gert Sibande TVET College
 - o Nkangala TVET College
 - o Orbit TVET College
 - o Taletso TVET College
 - o Vuselela TVET College
 - o Boland TVET College
- o College of Cape Town for TVET
 - o False Bay TVET College
 - o South Cape TVET College
 - o West Coast TVET College