



Standard Bank Technology Impact Challenge 2018

Terms and Conditions

THE STANDARD BANK OF SOUTH AFRICA LIMITED (“STANDARD BANK/WE/US/OUR”): TERMS AND CONDITIONS IN RESPECT OF THE STANDARD BANK TECHNOLOGY IMPACT CHALLENGE 2018 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 05 May 2018 and ends at 17h00 on 20th of August 2018 (“**Competition Period**”) and is made up of heats (“**Heats**”) and a final (“**Final**”) as set out below and in terms of the competition rule (“**Competition Rules**”) to be located on <http://graduate.standardbank.co.za/standing/Graduate/GraduateChallenges.html> (“**Website**”).
- 1.2 Should there be a discrepancy between these terms and conditions and the Completion Rules, the Competition Rules will prevail.

2. WHO MAY ENTER

To qualify as an entrant of this Competition you must:

- 2.1 be 18 (eighteen) years of age or older;
- 2.2 permanently reside in the Republic of South Africa; and
- 2.3 be a registered full time undergraduate or full time or part-time honours student or a full-time or part-time Masters student (“**Student**”), in any discipline, with a valid student number, at the following participating Universities:

- 2.3.1 Nelson Mandela Metropolitan University;



- 2.3.2 North West University;
- 2.3.3 Rhodes University;
- 2.3.4 Stellenbosch University;
- 2.3.5 University of Cape Town;
- 2.3.6 University of Fort Hare;
- 2.3.7 University of KwaZulu Natal;
- 2.3.8 University of Limpopo;
- 2.3.9 University of Pretoria;
- 2.3.10 University of Western Cape;
- 2.3.11 University of Witwatersrand;
- 2.3.12 Walter Sisulu University.
- 2.3.13 University of Johannesburg
- 2.3.14 University of the Free State

- 2.4 Should the Team Entries (“Team Entries”): be selected as the top performing teams, invited to attend and compete in the Final to take place from Saturday the 18th of August 2018 to Monday the 20th of August 2018, in Gauteng, Standard Bank Global Leadership Centre.

- 2.5 HOW TO enter

- 2.6 Attend the heats (“**Heat/s**”), at the relevant University the Student is registered at that will take place on Saturday the 05th of May 2018 starting at 10h00;

- 2.7 Enter a team (“Team Entries”) at the Heat and Team Entries

- 2.7.1 may consist of a maximum of four members (“**Team**”) will be required to solve practical problems in applications (“**Problems**”);



- 2.7.2 may not have more than two members from a team that came first, second or third in the 2017 finals;
- 2.8 Teams from Standard Bank may also participate, but are not eligible for any of the prizes.
- 2.9 There are no forms to fill in and once you meet the requirements set out in clause 2 above and this clause 2.4, you will automatically be entered into the Competition.
- 2.10 You may only enter the Competition once after having satisfied the requirements in clause 3 above.

3. PRIZE

- 3.1 Three Teams will win one of the following prizes (collectively referred to as the “Prize”) for the HashBlock prize (“HashBlock Prizes”) and IdeaChain prize (“IdeaChain Prizes”).
- 3.2 The HashBlock Prizes, consists of a:
- 3.2.1 First prize (“**First Prize**”): of R125 000.00 (One hundred and twenty five thousand Rand) to the University, and prizes to each team member;
- 3.2.2 Second prize (“**Second Prize**”): of R65 000.00 (sixty five thousand rand) to the University, and prizes to each team member;
- 3.2.3 Third prize: prizes to each Team member.
- 3.3 The IdeaChain Prizes, consists of a:
- 3.3.1 First prize R 8 500.00 (eight thousand and five hundred rand) to each Team member;
- 3.3.2 Second prize (“**Second Prize**”) R 4 500.00 (four thousand and five hundred rand) to each Team member;
- 3.3.3 Third prize R 1 500.00 (one thousand and five hundred rand) to each Team member.

(Collectively referred to as “the Prizes”)



- 3.4 The Teams will be judged by the Panel according to the Competition Rules herein after referred to as the “**Judging Process**”.
- 3.5 The Judging Process will be overseen by Standard Bank’s internal audit department and will take place at the Event. The top four Teams selected during the Judging Process will win the Prize as follows:
- 3.5.1 Third Prize winners;
- 3.5.2 Second Prize winners
- 3.5.3 First Prize winners.

4. **GENERAL**

- 4.1 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.
- 4.2 These terms and conditions are governed by the Consumer Protection Act 68 of 2008.
- 4.3 All Team Entrants will be deemed to have accepted these terms and conditions and the Competition Rules and agree to be bound by them when entering this Competition.
- 4.4 Team Entries from Standard Bank may also participate, but are not eligible for any of the prizes.
- 4.5 Lecturers or University representatives accompanying the Team Entries to the finals may not partake or give advice to the Team Entries during the Competition. But are invited to form a team and participate in the Competition and are eligible to win prizes
- 4.6 The Heats will take place on Saturday the 05th of May 2018 at the Team Entrant’s home university or a nearby facility. The Heats will last four hours, starting at 10h00.
- 4.7 The Competition is not open to anyone who is directly or indirectly involved in the management of this Competition.



- 4.8 Team Entrant may not:
- 4.8.1 load any material on their contest computers, in advance to the Heats or Final;
 - 4.8.2 have access to the internet during the Heats or Final;
 - 4.8.3 bring the following into the Heat or Final area, nor may they remove it from the Heats or Final area if it was issued there:
 - 4.8.3.1 computers and programmable calculators;
 - 4.8.3.2 personal digital assistants, personal music devices, mobile phones, tablets and machine-readable media such as memory sticks and CDs
 - 4.8.3.3 computer peripherals
- 4.9 Team Entrants that make it to the Finals: a maximum of two team members may be replaced by substitutes following the heats, as long as the conditions set out in 3 above, are met
- 4.10 ***All source material must be declared, and if there is any uncertainty as to whether the material is allowed, the Chief Judge's decision will be final. Any violation of the ruling may lead to disqualification or a time penalty at the discretion of the judges.***
- 4.11 Only the top-scoring Team, at each university, qualifies to attend the Final. Teams that do not solve any of the problems correctly, do not qualify. The top nine eligible teams will be invited to the Final. If there are less than nine eligible teams, the competition organisers may invite additional teams based on performance. This decision is entirely at the discretion of the competition organisers and no debate will be entered into in this regard
- 4.12 The Final shall take place on 18th – 20th August 2018 and will be governed by these terms and conditions and the Competition Rules. Competitors will receive their results on the day of the competition. The decision of the Chief Judge will be final.



- 4.13 By entering this Competition, all entrants agree to be bound by these terms and conditions and the Competition Rules on the Website.
- 4.14 ***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.***
- 4.15 No entry will be considered to be valid until a validation process has taken place.
- 4.16 **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 Competition 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.**
- 4.17 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.
- 4.18 For the purposes of this Competition, “**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.
- 4.19 For the purposes of this Competition, 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, as defined.

4.20 By entering the Competition, you hereby:

5.20.1 assign, cede and transfer, to the 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

5.20.2 acknowledge that you have no rights to use and/or exploit the Competition Intellectual Property, provided that:

5.20.2.1 the Student may approach Standard Bank and request its written consent to use an/or commercialise any Competition Intellectual Property, at no cost; and

5.20.2.2 Standard Bank shall have the sole discretion to grant and/or to refuse such request.

4.21 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.

4.22 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.

4.23 **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.**

4.24 **You warrant that:**



- 4.24.1 **the Competition Intellectual Property and the use thereof do not infringe the Intellectual Property rights of any third party; and**
- 4.24.2 **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.**
- 4.25 **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.**
- 4.26 **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.**
- 4.27 **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.**