

## EDHE Entrepreneurship Intersarsity 2023

### Terms and Conditions

By entering the Competition and/or accepting any prize, all contestants and winners agree to be bound by the terms and conditions below (“Rules”).

#### Conditions related to the definitions of Category 1 - 5

1. Eligible businesses competing in **Category 1: New Business Ideas** are defined as (and with consideration of the other terms in this document):
  - 1.1 Either formal or informal businesses;
  - 1.2 Will be operating with a legal business model (e.g., not pyramid schemes);
  - 1.3 Will be trading in legal products or services;
  - 1.4 Will be majority owned and operated by registered students at a South African public university;
  - 1.5 Are in the idea stage or have been in operation for less than one year on the submitted business model; and
  - 1.6 Will be operating within the South African borders.
2. Eligible businesses competing in **Categories 2 to 5: Existing businesses** are defined as (and with consideration of the other terms in this document):
  - 2.1 Either formal or informal businesses;
  - 2.2 Operating with a legal business model (e.g., not pyramid schemes);
  - 2.3 Trading in legal products or services;
  - 2.4 Are majority owned and operated by registered students at a South African public university;
  - 2.5 Have been in operation for one year or more based on the submitted business model;
  - 2.6 Are already earning target customer-derived revenue; and
  - 2.6 Are operating at least within the South African borders.
3. Eligible businesses competing in **Categories 5: Research-based businesses** are defined as (and with consideration of the other terms in this document):
  - 3.1 Must be solving problems that align with the Sustainable Development Goals (SDGs);
  - 3.2 Must have a proof of concept;
  - 3.3 Entries are open to students in South Africa who are currently studying at the undergraduate or postgraduate level in the year of application, as well as to staff members employed at the 26 public universities;
  - 3.4 Entries can be submitted by individuals or groups;
  - 3.5 Contestants must own at least 51% of the business;

3.6 Businesses are required to ensure that they own, or have sufficient permission to use, any intellectual property that is or will be used by the business or as part of the business idea. Contestants will be responsible for any consequences or losses arising from the business using the intellectual property without permission. The Organiser will not accept responsibility for any such consequences or losses.

### **General conditions related to the competition**

1. The EDHE and Universities South Africa (USAf) is the owner and Organiser of the Competition.
2. The Student Entrepreneurship Coordinator from each university is responsible for conducting due diligence on contestants proceeding to the regionals, including obtaining necessary company registration documents and proof of majority shareholding.
3. All Contestants must be undergraduate or postgraduate students registered at one of the 26 public universities in South Africa, and submissions can be made by individuals or groups.
4. Category 3: Existing Business - Social Impact is the only category that accepts submissions from both non-profit and for-profit entities.
5. Employees of the Universities may only participate in Category 5: Research-Based Businesses are not eligible to enter the competition in any other category.
6. Contestants must confirm that they are a majority shareholder of the business, alternatively, the combined student shareholding must be at least 51% or more.
7. Contestants are responsible for ensuring that their submission is complete, complies with the competition criteria, is legible, and is submitted on time. The Organiser cannot be held responsible for any disqualification resulting from incomplete, non-compliant, illegible, or late submissions. Entries received at any time outside of the period stipulated herein will be disregarded. The Organiser will not be liable for any technical failure that may result in an entry not being successfully submitted.
8. There is no entry fee payable for the competition. No payment to the Organiser or any third party is required for purposes of entering the competition.
9. Contestants must confirm that all intellectual property used in their entry is owned by the business or used with permission and indemnify the Organiser and the South African Government against any third-party claims related to the unauthorised use of intellectual property. Contestants must confirm that all information provided is true and accurate.

10. Any contestant who willfully and/or negligently misrepresents information will immediately be disqualified. Any contestant, after winning a prize is identified as having misrepresented any information, will be required to return any prizes so won and may be subjected to the Disciplinary Code for his/her university.
11. All contestants must be at least 18 years old or turning 18 years of age within the year of the competition. If a registered student at a South African university is younger than 18, parental consent for participation should be provided to the relevant university's Organiser and to EDHE.
12. Organiser's decision is final and binding. No correspondence and/or other forms of communication will be entered into by the Organiser in this regard.
13. The winners will be notified via email and/or SMS, by the latest seven days after the competition.
14. Each business must appoint one representative to participate in the competition who will be the main point of contact with the Organiser. While all team members will be featured in marketing materials, only the designated representative may present the business throughout the competition. In the event of an emergency where the designated representative cannot participate, another team member may be allowed to take their place with prior approval from the Organiser. The Organiser reserves the right to remove entries from the competition if the designated representative is not adhered to.
15. Business ideas relating to or existing businesses operating in the tobacco, firearms (excluding for sporting use), alcohol, adult (sex), and gambling/wagering industries are not eligible for the competition due to potential harm associated with these substances and regulatory considerations. The competition does not endorse or condone substance abuse of any kind, and businesses that promote these industries are also prohibited.
16. The Organiser may require the winner (at no payable fee to such winner) to be identified, photographed, filmed, and or the foregoing to be used in EDHE advertising campaigns and/or published in any media including but not limited to brochures, marketing material, social media site(s)/platform(s). By entering into the Competition, the contestant provides consent that EDHE may use his/her names and images in any and all such EDHE-related publicity material. The contestant understands that he/she may withdraw consent at any time, although it may not be possible to remove images or videos from certain types of publications, for instance, pamphlets or newsletters that have already been distributed. The contestant cannot withdraw consent retroactively. This means that the EDHE is authorised to use the contestant's image or recording as indicated above until consent is withdrawn.
17. The Organiser will make reasonable efforts to respect and protect any clearly labeled confidential information provided by contestants; however, due to the nature of the

competition, they cannot guarantee the confidentiality or be held responsible for any confidential information submitted. Contestants should use their discretion when deciding what information to provide to EDHE.

18. Personal data of contestants and winners will be used in accordance with data protection legislation and will not be disclosed to third parties without their prior consent. Any personal data relating to the winner(s), or any other contestant(s) will be used solely in accordance with the Protection of Personal Information Act, No. 4 of 2013, as amended. By entering and participating in the competition, the contestant(s) agrees that the Organiser may collect and process his/her personal information for the purposes of this competition and for communication or statistical purposes.
19. EDHE 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.
20. The Organiser reserves the right to modify, without prior or any notice other than on the competition website the competition's entry forms and requirements, dates, criteria, categories, adjudication process, or any other aspect of the competition as deemed necessary in the interest of fairness, transparency, or operational circumstances, after consultation with the university coordinators of the competition.
21. The prizes will be paid by way of electronic transmission into a bank account nominated by the winners in writing, within 60 (sixty) working days of having notified the contestant(s) that he/she has won.
22. If EDHE is unable to contact the winner; alternatively, should the winner not provide EDHE with banking details within 14 (fourteen) days of having been notified thereof. EDHE reserves the right to withdraw the prize and elect a replacement winner.
23. The judges' decision is final. However, if it is discovered that the winner has breached any of the terms and conditions, the competition Organiser reserves the right to reconsider the judge's decision. Should a majority consensus not be reached among the judges, the Director: Entrepreneurship at USAf will have the deciding vote.
24. The use or reference to EDHE by contestants for commercial or promotional purposes is prohibited unless EDHE has provided prior written consent.
25. Contestants must ensure that any reference to the Organiser is factually accurate and no defamatory statements about the Organiser or the competition may be made public.
26. The competition and its terms and conditions are subject to South African law.

27. By participating in this competition, contestant(s) agree to be bound by these terms and conditions.
28. Prizes will be awarded based on merit and the Organiser and adjudicators do not prescribe how the prize money should be spent.
29. The prizes awarded in the competition are non-negotiable.
30. The Organiser reserves the right to withdraw any submission from the competition if it is found to be in violation of the pre-established conditions and rules outlined in this document.
31. Entries in Category 1: New Business Ideas will only be able to proceed from the internal rounds to the regional rounds. Only Existing Business Categories will be eligible for participation in the national finals, i.e., categories 2 to 5.
32. The winning entry will be publicly accessible and will be publicly associated with the winner's name. The contact information of the winners will be available upon request by contacting the Senior Student Engagement Officer at EDHE, Mr Sandile Shabalala at [sandile@usaf.ac.za](mailto:sandile@usaf.ac.za).
33. The university Student Entrepreneurship Coordinator responsible for coordinating this competition at the winner's university will facilitate and monitor the interaction between the winner and the requester. The information will only be provided to requesters with legitimate reasons, such as follow-up interviews, potential investment opportunities, and other relevant matters related to the competition. This measure is in place to ensure the privacy and personal information of the winners are protected, and that the interaction is professional and appropriate.
34. EDHE reserves the right to terminate the competition with immediate effect; alternatively, to amend the competition and/or the Rules out of convenience or in the event of circumstances beyond its control, including but not limited to an act of God, civil or military disturbance, a catastrophe, the Covid-19 pandemic, or any actual or anticipated break of any applicable law or regulation. EDHE will notify contestants of any changes to the competition and/or the Rules as soon as reasonably possible.
35. Should the competition be terminated; alternatively, should the competition and the Rules be amended by EDHE, all contestants hereby waive any rights which they may have against EDHE and/or its employees and acknowledge that they will have no resource or claim of any nature against EDHE and/or its employees. The Period of the competition may also be extended or curtailed at the sole discretion of EDHE.

### **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/us with certain comments and feedback on certain parts of my/our entry and acknowledge and agree that:
2. Feedback and comments on presentations will be provided by the authorised adjudicators, in their personal capacities, and not those of the Organiser or the South African Government or its agents;
3. The feedback and comments are based on the information provided and are given in good faith to assist contestants in improving their business concept, model, performance, processes, and competitiveness;
4. The feedback and comments do not constitute professional financial, legal, or technical advice;
5. 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.
6. In view of the fact that business models, plans, processes, and performance are dynamic and subjective, no correspondence will be entered into regarding the adjudicators' comments and the adjudicators will not be identified individually.
7. I warrant that I am authorised to represent the business or entity that is 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.

### **Competition prizes**

#### **Category Prizes:**

- Category 1: New Business Ideas - certificates of participation for the 6 regional round winners
- Category 2: Existing Business - Tech - R20 000, 00
- Category 3: Existing Business - Social Impact - R20 000, 00
- Category 3: Existing Business - Social Impact 1st Runner Up - R10 000, 00
- Category 3: Existing Business - Social Impact 2nd Runner Up - R10 000, 00
- Category 4: Existing Business - General - R20 000, 00

- Category 5: Research-Based Businesses - R20 000, 00

Other Prizes:

- Studentpreneur of The Year 2023 - R100 000, 00
- Innovative Business of The Year 2023 - R20 000, 00
- Programme-Based Recognition - Trophy only
- Entrepreneurial University of The Year - Trophy only