

## **RAPDASA Design Competition Terms and Conditions**

### **Acceptance**

By entering the RAPDASA Design Competition, the Entrant agrees and undertakes to be bound by and comply with the terms and conditions for entry to the Competition. That in the event that the Entrant fails to comply with the terms and conditions of entry for any reason, their entry shall not be eligible and shall be disqualified from the Competition.

"The Company" hereafter refers to RAPDASA

### **Terms and Conditions of Entry**

1. In order to be eligible for entry into the competition, the Entrant must be a **resident of South Africa**.
2. Any person who is an employee or on the management committee of RAPDASA and/or any other agent, promoter and/or other person connected with the Competition and/or a member of their family shall be ineligible to participate in the Competition and will be automatically disqualified.
3. The Company shall be entitled, at its sole discretion, to declare that any entry is not to be entered for the Competition and is disqualified. In such an event, the Company shall not be obliged to the Entrant to advise them of their disqualification nor shall it be obliged to provide a reason for its decision.
4. All decisions of the Company shall be final and the Company shall not enter into any correspondence, dialogue and/or otherwise with any person regarding any aspect of the Competition.
5. All entries must be original, and not abusive, defamatory, offensive, derogatory, degrading and/or otherwise not acceptable due to the nature of the material submitted.
6. The Company may, at its sole discretion, decide that any entry is not eligible due to the nature of the content of the entry and may disqualify a person from the Competition and any such future events.

### **Prizes**

7. The prizes shall consist of:

3D printers for the top 3 designs supplied by 3D Printing Systems

The prizes are subject to change without prior notice.

8. The first, second, and third prizes may include flights and accommodation to attend the gala evening of the Annual RAPDASA Conference in Pretoria on Thursday, 4 November 2021. The winners will be announced at the gala evening where the

prizes will be presented to the winners. Should the winner be unable to attend the event, they may nominate a representative to collect the prize.

9. The Competition starts on 1 May 2021 and the competition closes at midnight on 10<sup>th</sup> October 2021. All entries received and/or made after that time shall not be eligible to be entered into the Competition and shall be disqualified. RAPDASA reserves the right to change the dates or cancel the competition at any time.

### **Cost and Method of Entry**

10. There is no entry cost. However, all costs incurred by you for the entry are your personal responsibility. Only the following methods of entry to the Competition will be accepted by the Company:

#### **Online on the website site.rapdasa.org**

11. By submitting your entry via email you are confirming your acceptance of the terms and conditions of entry and completing the design and sending it to the Company. All entries must be completed by the deadline. All persons who enter by this method must have the permission of the person in whose name the computer is held and/or who pays the bill. An acknowledgement of entry will be provided by the Company, but no reference provided.

12. No responsibility can be accepted by the Company for any entries which are lost, incomplete, are delayed beyond the deadlines, fail to arrive, are damaged, are illegible, inaudible, are not transmitted, do not arrive and/or for any other reason are not received by the deadline and/or are ineligible. Any content that is not present in the entry that is in terms of the rules can lead to automatic disqualification.

13. No responsibility can be accepted by the Company for the cost and/or charges incurred in respect of any entries. The Company shall not be liable for any reason to any person who may enter the Competition and each person enters at their own risk and cost. RAPDASA will not be held liable for any damage, injury, loss of intellectual property, theft, etc. that may occur during and after the competition period.

### **Grants and Licences**

14. The Entrant hereby fully and unreservedly grants to RAPDASA a non-exclusive, full and unfettered licence to perform and conduct any and all of the following (in full accordance with the unfettered discretion of RAPDASA) in relation to the Entrant's "Work(s), Information and Metadata" worldwide free of any fee, in perpetuity, and without need for RAPDASA to credit and name the Entrant or the author(s) of the Entrant's "Work(s), Information and Metadata", and without need for RAPDASA to otherwise first seek approval/permission from the Entrant or any third party:

- broadcast the Entrant's "Work(s), Information and Metadata" including broadcast in any media, television programme, video, film, webcast, cable network, mass viewing, private viewing, theatre, cinema, websites, blogs, on any computer network (including the Internet) and the like (whether such broadcast is in digital form, analogue, film or otherwise);
- exhibit the Entrant's "Work(s), Information and Metadata" in any art gallery or exhibition;

- publish, print and distribute the Entrant's "Work(s), Information and Metadata" in any media, including (but not limited to) any magazine, advertisement, book, catalogue, periodical, publication, leaflet, document and the like;
- copy, manufacture and distribute copies of the Entrant's "Work(s), Information and Metadata" in any form (whether analogue, digital or otherwise), including (but not limited to) videos, movies, DVDs, CDs, digital files and the like;
- publish and distribute the Entrant's "Work(s), Information and Metadata" in the form of a web page or digital file on any computer network (including the Internet);
- promote the Entrant's "Work(s), Information and Metadata" in any manner deemed fit and suitable by RAPDASA and in full accordance with the full and unfettered discretion of RAPDASA;
- showcase the Entrant's "Work(s), Information and Metadata" in any trade show, event and the like;
- destroy, discard or otherwise dispose of the Entrant's "Work(s), Information and Metadata" and copies thereof in the possession of RAPDASA; and
- otherwise use the Entrant's "Work(s), Information and Metadata".

14.1 Personal Image Release: In registering for the RAPDASA Design Competition, the Entrant grants permission to RAPDASA, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional, news, on-line/multimedia, research and/or educational purposes by and for RAPDASA. The Entrant agrees that they are not entitled to remuneration, residuals, royalties or any other payment from RAPDASA in respect of their image/likeness or its use. The Entrant release, discharge, and hold harmless, RAPDASA and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video.

15. The Entrant hereby fully and unreservedly grants to RAPDASA the power and authority to grant sub-licences to any RAPDASA Agent to conduct any of the acts stipulated in Clause 14 above and to assist RAPDASA in conducting any such acts, with the limitation that such sub-licences do not exceed the scope of the licences provided in Clause 14 above.

16. The Entrant may terminate or withdraw the grants and licences stipulated in Clauses 14 and 15 above ONLY by communicating not less than six (6) calendar months written notice of such termination or withdrawal (as the case may be), upon which this Agreement shall be automatically terminated (without need for notice) on the same day as the termination/withdrawal of such grants and licences.

### **Prize Winners**

17. The prizes will be awarded at the Annual RAPDASA Conference. The winning entries will be judged by a panel of Judges who are in the 3D printing field. There shall be no independent supervision of the Competition and all decisions are at the sole discretion of the Company.

18. The decision of the Company as to the winners of the Competition shall be final.

19. No entrant can be awarded more than one prize per competition.

20. The winners will be notified by e-mail within the timescale specified below unless the Company decides at its sole discretion that the timescale for notification needs to be extended for any reason.

21. Winners will be notified by an email to the email address provided by the person when they entered the Competition within **25 working days of the date of the close of the Competition.**

22. Any prize has to be accepted within **2 working days of the winner being notified.** After that date no prize shall be available to that person and at the Company's sole discretion another eligible person may be selected for the prize. The Company will attempt to make contact with the winners via email and will do so twice a day for no longer than two working days.

23. The prize can only be awarded and/or taken by the person whose name is provided at the time of entry to the Competition. There is no cash available as an alternative to any prize, nor is the Company obliged to exchange and/or transfer any prize to another person.

#### **Changes to Terms and Conditions of Entry and Prizes**

24. The Company reserves the right at its sole discretion to withdraw and/or substitute any prize at any time for any reason. The Company may replace and/or substitute any prize with any products, goods, services and/or cash which it decides is appropriate in the circumstances.

25. The Company may at any time decide to change, cancel, amend, vary, delete, add to and/or otherwise alter the terms and conditions of entry, the prizes and/or any other part of the Competition. The Company shall not be required to send separate notification to each person who has and/or may enter the Competition. It shall be sufficient that details shall be available on the Company's website at [site.rapdasa.org](http://site.rapdasa.org)

#### **Personal Information**

26. The personal details which have been submitted for the Competition will be held by the Company. This information will only be shared with third parties involved with the Competition for the administration of the Competition and/or the supply and delivery of the prizes, as well as the delivery of newsletter selected by the entrant.

27. If the user no longer wants their details held by the Company, they can remove themselves by using the Unsubscribe link at the bottom of their selected newsletter.

#### **Force Majeure and Law**

28. Where for any reason beyond the reasonable control of the Company the Competition cannot be carried out and/or completed as planned and/or advertised, then the Company reserves the right to cancel the Competition at any time and in such event shall not be liable to any person for any reason who may have entered the Competition.

29. The terms and conditions of this Competition shall be subject to the Laws of South Africa.

**Publicity**

30. All entrants shall have their name and designs displayed on the rapdasa.org website, as well as all social media channels associated to RAPDASA.

31. All entrants agree to the following publicity and marketing: Name appearing as per section 32 above.

Contact Details of Company

32. The contact details of the Company are RAPDASA, info@rapdasa.org.