

# **Stellenbosch University LaunchLab**

## **Showcase Rules**

**September 2021**

### **1. Introduction**

The present document defines the Stellenbosch University LaunchLab Showcase rules (hereafter “the Showcase rules”). It describes the terms and conditions related to the application and functioning of the Showcase.

### **2. The Organizer**

The Organizer is Stellenbosch University LaunchLab, a private company registered in accordance with the laws of the Republic of South Africa with registration number 2010/008079/07 of Hammanshand Road, Stellenbosch, South Africa.

The Organizer is organizing a startup and idea showcase, hereafter “the competition”..

### **3. Participation and Eligibility**

- 3.1. Startups can enter the competition by applying online for free.
- 3.2. Any startup throughout the world can apply and become an applicant (hereafter “the Applicant”).
- 3.3. By participating, the Applicant agrees to be fully and unconditionally bound by these rules, and represents and warrants that it meets the eligibility requirements.
- 3.4. The Applicant agrees to accept the Organizer’s decisions relating to the content of this Showcase as final and binding.
- 3.5. The Organizer has the right to verify the eligibility of each Applicant. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Organizer.

- 3.6. If the Applicant uses fraudulent methods or otherwise attempts to circumvent the rules, its submission may be removed from eligibility at the sole discretion of the Organizer.

#### **4. Application period**

The application period deadline is August 1st, 2021.

#### **5. Registration process**

- 5.1. Applicants can register online for free by filling in the online application form on the Organizer's website (<https://launchlab.co.za/events/science-idea-startup-showcase/>)
- 5.2. The online application form must include responses to all mandatory areas included in the application file, which also includes the acknowledgment of these rules.
- 5.3. Applicants must complete the application form in English ; any part of the application that is not in English may not be taken into account.

#### **6. Pre-selection Process**

- 6.1. In total, 4 - 8 applicants per category will be selected by the Organizer to pitch at the Showcase event (hereafter "the Finalists").
- 6.2. The Finalists will receive a formal invitation to pitch at the Showcase.
- 6.3. Applicants will enter the Finals at the discretion of the Organizer and may be removed from the final at the discretion of the Organizer for any reason.

#### **7. The Showcase**

- 7.1. The Showcase will take place online via Zoom (or another platform at the discretion of the Organizer) on 19 August 2021 from 14:00 to 16:30/17:00. Finalists will be required to log in at 13:30.

- 7.2. During the Showcase, the Finalists will be granted four (4) minutes to present their business or idea and attempt to convince the members of the Judging Panel. Every pitch will be followed by four (4) minutes of Q&A conducted by the Judging Panel.
- 7.3. The Winners of the Showcase need to comply with these Rules and any applicable local and internationally laws and regulations.
- 7.4. In case the 1st, 2nd, or 3rd prize winners of the Showcase (hereafter “the Winner”) are disqualified for any reason, the Organizer will adjust the podium so that 4th place becomes 3rd, 3rd becomes 2nd, and 2nd becomes 1st, as may be necessary.
- 7.5. The official language for the pitching sessions during the Showcase and any other relevant events or meetings is English.

## **8. Composition and mission of the Judging Panel**

- 8.1. The Judging Panel is composed of the Organizer’s partners from the private and/or public sector with relevant business experience.
- 8.2. The role of the Judging Panel is:
  - 8.2.1. to be present during the Finalists’ pitches and conduct the Q&A session following every pitch.
  - 8.2.2. to select the Winner of the Grand Finale.
- 8.3. The Grand Finale jury members will base their decisions on the criteria stated on the event page.

## **9. Prizes**

Prizes will be awarded at the discretion of the Judging Panel.

## **10. Intellectual property**

- 10.1. The Applicants/Finalists understand and agree that the Organizer, anyone acting on behalf of the Organizer, and the Organizer’s licensees, successors,

and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the Applicants'/Finalists' entry, name, portrait, picture, voice, likeness, image, statements about the Showcase, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

- 10.2. By submitting their application, any Applicant/Finalist represents and warrants that the content of the application is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If an entry of any Applicant/Finalist infringes upon the intellectual property right of another, they will be disqualified at the sole discretion of the Organizer.
- 10.3. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Applicant/Finalist shall, at their sole expense, defend or settle against such claims. The Applicant/Finalist shall indemnify, defend, and hold harmless the Organizer from and against any suit, proceeding, claims, liabilities, loss, damage, costs or expenses, which the Organizer may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 10.4. Applicants/Finalists are fully responsible at all times for the protection of their intellectual property within the framework within their participation in the Showcase.

## **11. Amendment**

- 11.1. The Organizer reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Showcase should fraud, force majeure, or other cause beyond the Organizer's control corrupt or affect the administration, security, fairness, or proper conduct of the Showcase.

11.2. The Organizer reserves the right, in its sole discretion, to disqualify any Applicant/Finalist who tampers or attempts to tamper with the entry process or the operation of the Showcase or violates these Rules. The Organizer has the right, in its sole discretion, to maintain the integrity of the Showcase. Any attempt by an Applicant/Finalist to deliberately damage or undermine the legitimate operation of the Showcase may be a violation of criminal and civil laws. Should such attempt be made, the Organizer reserves the right to seek damages to the fullest extent permitted by law.

## **12. Limitation of liability.**

By applying, the Applicant/Finalist agrees to release and hold harmless the Organizer and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) the Applicant's/Finalist's participation in the Showcase and/or its acceptance, possession, use, or misuse of the Prize or; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion.

## **13. Personal data**

13.1. The Organizer does not collect personal data other than that which Applicants voluntarily provide on the website (hereafter "the Website") or in the Application Form (altogether the "Personal Data"), neither when they pre sign up for the Showcase nor submit their application.

13.2. Personal Data collected on the website or Application file will be processed by the Organizer for the following purposes:

13.2.1. communicate with the Applicants/Finalists and provide them with the information requested;

- 13.2.2. processing of access, rectification and opposition requests, and other rights with respect to Personal Data;
  - 13.2.3. claims and litigation management;
  - 13.2.4. contact the Applicants for marketing purposes to provide them with information about similar events organised by the Organizer or one of its partners.
- 13.3. The processing of the Applicants'/Finalists' Personal Data is necessary for the Organizer to provide them with the services they requested, as well as to enable the Organizer to organize the Showcase.
  - 13.4. Applicants'/Finalists' Personal Data will be processed internally by duly authorized persons, within the limits of their respective attributions.
  - 13.5. The documents and information submitted with the application will only be submitted to the Judging Panel solely in the context of the Showcase and will be treated by them as confidential information.
  - 13.6. Personal Data may also be communicated to the Organizer's data processors (including IT service providers) and external services providers such as web developers, marketing solutions providers, to the strictest extent necessary and subject to the existence of contractual guarantees to ensure the security and confidentiality of the data.
  - 13.7. Applicants'/Finalists' Personal Data will be processed by the Organizer as a data controller, in compliance with the applicable data protection legislation.
  - 13.8. The Organizer undertakes to implement technical and organizational security measures to ensure the protection of Applicants'/Finalists' Personal Data against the risks associated with the use of information systems.
  - 13.9. The Organizer applies generally accepted security standards to help protect Applicants'/Finalists' Personal Data. However, no method of transmission over the Internet, or of electronic storage, is 100% secure, therefore, the Organizer cannot guarantee the absolute security of the Personal Data.
  - 13.10. Personal Data is kept for a period of three (3) years from collection by the Organizer or the last contact from the Applicant or Participant.

- 13.11. In accordance with the current data protection legislation, the Applicant/Finalist or, as the case may be, its beneficiaries who can prove they have a legitimate interest, are entitled to obtain, free of charge:
  - 13.11.1. access to the personal data concerning the Applicant/Finalist,
  - 13.11.2. confirmation that the Applicant/Finalist Personal Data is or is not being processed,
  - 13.11.3. information concerning at least the purposes of the processing, the categories of data to which the processing relates, and the recipients or categories to whom the data is communicated,
  - 13.11.4. communication, in an intelligible form, of the data being processed, as well as any available information on the origin of the data.
- 13.12. The Applicant/Finalist (or their beneficiaries) also has the right to rectify its personal data and a right to object to the collection and processing of such data, on the basis of compelling legitimate grounds.
- 13.13. The Applicant/Finalist is entitled to request the erasure of all or part of the data or a restriction of the processing, object to the processing or make use of its right to data portability, within the limits provided by the applicable rules.
- 13.14. These rights may be exercised by an email addressed to the following address: info@launchlab.co.za.
- 13.15. In the event of a breach of the data protection rules, the Applicant/Finalist may also lodge a complaint with a relevant statutory body.

#### **14. Communication**

- 14.1. The official language of the Showcase for the application, pitching, communication and reporting is English.
- 14.2. Any communication regarding the Showcase must be sent by electronic mail.

#### **15. Competent jurisdiction and applicable law**

This Showcase is governed and construed in accordance with the laws of the Republic of South Africa.

## **16. Rules update**

The Organizer reserves the right to update the Rules at any time. All updates will be posted on the Organizer's website: <https://www.launchlab.co.za>