



## **NANDO'S HOT YOUNG DESIGNER HYD 2022 Talent Search: COMPETITION RULES & INTELLECTUAL PROPERTY PROVISIONS**

1. Nando's Hot Young Designer 2022 (HYD 2022) Talent Search (hereinafter the "Nando's HYD 2022 Talent Search") is organised by Clout/SA (the "Promoter").
2. The competition is open to permanent residents and citizens of South Africa 35 years of age and under, in possession of a valid South African Identity Document
3. By entering the HYD 2022 Talent Search, all participants and the winner agree to be bound by these rules which will be interpreted by the Promoter, whose decision regarding any dispute will, subject to any consumer rights under the Consumer Protection Act, be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel the HYD 2020 Talent Search and any prizes, or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deem necessary.
4. The HYD 2022 Talent Search commences 1 February 2022 and ends on 20 May 2022 both days inclusive. Entries must be received no later than 24h00 on 20 May 2022.
5. There is one prize ("the Prize") which Prize includes:
  - 5.1 Production support;
  - 5.2 Talent incubation provided by the Promoter by way of its Design Team; (including cost of flights, accommodation and meals if required);
  - 5.3 Production of a prototype bench that will remain the property of Chickenland (Pty) Ltd. to be used in a restaurant.
6. All submissions will be considered by a panel of Promoter's chosen judges who will identify a list of potential finalists based on the level of skill and creativity exercised in producing the design forming part of their entries.
7. All potential finalists will undergo a Talent Search, verification and acceptance process. As part of the Talent Search, verification and acceptance process potential finalists will be requested to complete this document and submit it to the Promoter on or before 20 May 2022. When the potential finalists have submitted this document to the Promoter the Promoter will (if the document was completed correctly) inform the potential finalist telephonically (the Promoter will also publish the names of the finalists on the CLOUT/SA website and social media platforms on the stating that he/she is now a finalist in the HYD 2022 Talent Search. The Promoter will deliver an information package to all finalists
8. All server designs submitted by finalists will be finally judged by the Promoter's chosen judges before 31 July 2022. The winner will be notified by the Promoter telephonically which announcement will not be made public by the finalists, the winner and/or the Promoter until the Promoter formally announces it. In this regard each finalist, whether the winner or otherwise, undertakes to not disclose in any way that he/she is or isn't the winner until the official announcement is made at an event organised by the Promoter for such purpose.
9. Should the winner be unable to accept the Prize on the terms and conditions set out by the Promoter, the winner will be deemed to have forfeited the Prize.
10. Promoter shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the process which may be beyond its reasonable control. Promoter is not obliged to award any other prize in the event that the HYD 2022 Talent Search is cancelled, postponed, substituted, withdrawn, changed or unavailable.



11. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Persons will be declared invalid.

12. If the Promoter is unable to reach any person to complete the verification and acceptance process for whatsoever reason, such person will be disqualified and a replacement entry may take place in the same manner as the first panel judgement.

13. The Prize is neither transferable nor redeemable for cash and the Promoter is not liable for any defect in the Prize. The Promoter reserve the right to substitute the Prize with any other prize of comparable commercial value. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes, management fees or other fees applicable and not mentioned in paragraph 5 are the responsibility of the winner and/or participants.

14. Should any dispute arise in relation to the interpretation of these HYD 2022 Talent Search rules, the Promoter's decision shall be final and no correspondence shall be entered into.

15. All participants and the winner, as the case may be, indemnify the Promoter, its advertising agencies, advisers, nominated agents, suppliers and franchisees, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this the HYD 2022 Talent Search (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter and/or use of the Prize).

16. The Promoter will require the winner to complete and submit this information disclosure agreement and indemnification to enable the Promoter to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be deemed to have rejected the Prize and it shall revert back to the Promoter.

17. The Promoter may require the winner and/or his/her partner be identified, photographed and the photographs published in printed media, or to appear on radio and television, when accepting his/her Prize and/or after having received his/her Prize. The winner and/or his/her partner will be given the opportunity to decline to the publication of their images and to participate in the Promoter's marketing material in so far as it relates to the Nando's Hot Young Designer HYD 2022 Talent Search.

18. All queries in connection with the HYD 2022 Talent Search should be directed to Natalie Dadswell (natalie@nandos.com)

19. A copy of these competition rules is available at no cost to the participants and can be downloaded in printable form from [www.clout-sadesign.co.za](http://www.clout-sadesign.co.za)

## 20. INTELLECTUAL PROPERTY

Intellectual Property refers to those assets that are protected in law through specific intellectual property rights. These rights may be registered or unregistered and include, but are not limited to, patents, designs, trademarks, domain names, artworks, photographs, literary works, logo's and confidential information such as know-how and trade secrets.



## 21. INTELLECTUAL PROPERTY DECLARATION

I \_\_\_\_\_, identity number \_\_\_\_\_ hereby declare that:

1. I am the sole beneficial owner of the intellectual property which forms the subject of my entry/s, or alternatively, that I have received a license from the beneficial owner to use the intellectual property that forms the subject of my entry/s;
2. I am free to grant a license to the Promotor to promote, market or communicate the work that has been submitted in terms of my entry/s;
3. The work that forms the subject of my entry/s does not infringe the intellectual property rights of any third party and the Promotor and its group of companies are hereby indemnified against any legal action that may be instituted against it in this respect; and
4. I accept that my entry/s that I have submitted may be disqualified and that any prizes awarded may be withdrawn in the event of any breach of the declarations set out above.

## 23. INTELLECTUAL PROPERTY PROTECTION

I declare the following:

1. I assume sole responsibility for any steps that may be required to protect the intellectual property arising from my entry/s, including registration of patents, designs or trademarks.
2. I acknowledge that any protection must be in place before the work, or any information regarding my entry/s, is presented to the public.
3. The Promotor does not guarantee confidentiality and does not accept responsibility for any losses that I may suffer as a consequence of my intellectual property falling in the public domain.

## 24. INTELLECTUAL PROPERTY LICENCE

I hereby grant a license to the Promotor to promote, market and communicate the work that has been submitted in terms of my entry/s.

The license granted herein will extend globally and will be in force indefinitely.

SIGNED at \_\_\_\_\_ on

\_\_\_\_\_ 2022

For and on behalf of \_\_\_\_\_ [Full name of Participant]

Signature

Name of Signatory

Designation of Signatory