

**NANDO'S Hot Young Designer HYD 2024 Business Accelerator Opportunity:
COMPETITION RULES & INTELLECTUAL PROPERTY PROVISIONS**

1. Nando's Hot Young Designer 2024 (HYD 2024) Talent Search (hereinafter the "HYD 2024 Talent Search") is organised by CloutSA (Pty) Ltd (the "Promoter").
2. The competition is open to:
 - 2.1. Permanent residents and citizens of South Africa,
 - 2.2. 35 years of age and under at the time of entry close,
 - 2.3. And in possession of a valid South African Identity Document.
3. By entering the HYD 2024 Business Accelerator Opportunity, 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.
4. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel the HYD 2024 Business Accelerator Opportunity and any prizes, or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deem necessary.
5. The HYD 2024 Talent Search commences 01 May 2024 and ends on 18th June 2024 both days inclusive. Entries must be received no later than 24h00 on 18 June 2024.
6. There is one prize ("the Prize") which Prize includes:
 - 6.1. Business and creative mentorship provided by the Promoter by way of its Design Team and appointed service providers; (including cost of flights, accommodation and meals directly related to participation in business and creative mentorship opportunities, if required); and,
 - 6.2. Production of a prototype screen that will remain the property of CloutSA (Pty) Ltd.
7. All applications will be considered by a panel of the Promoter's chosen judges who will identify a list of potential finalists based on the applicants responses to the application questions and level of skill and creativity demonstrated in the submitted screen designs.
8. All potential finalists will also undergo a verification and acceptance process. As part of the verification and acceptance process potential finalists will be required to accept this document and submit a copy of their South African Identity Document to the Promoter. Finalists who do not provide this documentation will not be considered.

9. The Promoter will inform the selected finalists telephonically and in writing via their provided email address no later than 26 August 2024. The finalists will not make public the announcement until the Promoter formally announces it.
10. In this regard each finalist, undertakes to not disclose in any way that he/she/they is or isn't a finalist until the official announcement is made on or before the 30 August 2024.
11. The Promoter will also publish the names of the finalists on the Clout/SA website and social media platforms, stating that he/she/they is now a finalist in the HYD 2024 Talent Search no later than August 30 2024.
12. The Promoter will deliver an information package to all finalists on August 30th 2024 outlining what finalists and the winner of the business opportunity can expect.
13. Should a finalist be unable to accept the prize on the terms and conditions set out by the Promoter, the finalist must inform the Promoter in writing and will be deemed to have forfeited the Prize.
14. The winner will be notified by the Promoter telephonically and via the provided email address no later than November 29 2024. The winner will not make public the announcement until the Promoter formally announces it.
15. In this regard the winner, undertakes to not disclose in any way that he/she/they is or isn't the winner until the official announcement is made on or before the 01 December 2024.
16. 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.
17. The 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.
18. The Promoter is not obliged to award any other prize in the event that the HYD 2024 Business Opportunity is cancelled, postponed, substituted, withdrawn, changed or unavailable.
19. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Persons will be declared invalid.
20. 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.
21. The Prize is neither transferable nor redeemable for cash and the Promoter is not liable for any defect in the Prize. The Promoter reserves 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 6 are the responsibility of the winner and/or finalists.

22. Should any dispute arise in relation to the interpretation of these HYD 2024 Business Opportunity rules, the Promoter's decision shall be final and no correspondence shall be entered into.
23. All applicants, finalists, 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 2024 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).
24. 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.
25. The Promoter may require the winner to be identified, photographed and the photographs published in printed media, or to appear on radio and television, when accepting his/her/their Prize and/or after having received his/her/their Prize. The winner will be given the opportunity to decline 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 2024 Business Accelerator Opportunity.
26. All queries in connection with the HYD 2024 Talent Search should be directed to CloutSA at enquiries@cloutsa.com.
27. 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
28. Personal Information
 - 28.1. Personal Information collected via entry to this HYD 2024 Business Accelerator Opportunity will be processed solely for the purposes of the HYD 2024 Business Accelerator Opportunity and will be stored for as long as it is legally required and in accordance with the Protection of Personal Information Act, No 4 of 2013, and the Promoter's Privacy Policy.
 - 28.2. By entering this HYD 2024 Business Accelerator Opportunity and as a condition to receive the Prize, applicants:

- 28.2.1. Consent to the processing of their personal information by the Promoter and its service providers, insofar that it is necessary to give effect to the HYD 2024 Business Accelerator Opportunity; and
- 28.2.2. Consent that their names be announced and photos be shared publicly by the Promoter on any platform that they deem fit.

29. INTELLECTUAL PROPERTY

29.1. 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.

29.2. INTELLECTUAL PROPERTY DECLARATION

29.3. I declare the following:

- 29.3.1. 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;
- 29.3.2. I am free to grant a license to the Promoter to promote, market or communicate the work that has been submitted in terms of my entry/s;
- 29.3.3. The work that forms the subject of my entry/s does not infringe the intellectual property rights of any third party and the Promoter and its group of companies are hereby indemnified against any legal action that may be instituted against it in this respect; and
- 29.3.4. 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.

30. INTELLECTUAL PROPERTY PROTECTION

31. I declare the following:

- 31.1. 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.
- 31.2. I acknowledge that any protection must be in place before the work, or any information regarding my entry/s, is presented to the public.

31.3. The Promoter 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.

32. INTELLECTUAL PROPERTY LICENCE

32.1. I hereby grant a license to the Promoter 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.