

# CELL C

# INNOVATION EXPO

# 2020

## TERMS AND CONDITIONS

### THE CHALLENGE

Cell C is looking for participants to submit innovative business ideas relevant to the ICT field, which make use of data, offer a unique solution, are commercially viable and scaleable (the “**Challenge**”). As part of Reskilling within Cell C, the Challenge is also opened to Cell C employees who are affected by the restructure. The Challenge is not open for senior managers but strictly for those D3 to B salary band employees whose jobs have been made redundant due to operational requirements.

### RULES

1. The participant must be:
  - a. (i) a South African resident who is 18 years or older and in possession of a valid South African Identity Document (ii) be a juristic person established in South Africa; and

- b. be of sound and sober attributes with no criminal record or impending criminal cases.
  - c. EME/ QSE verification is deemed mandatory for purposes of this application process.
  - d. In order for the application to be considered the beneficiaries would need to be at least 51% black owned
2. The application must be completed fully and accurately, with all the relevant documentation required.
3. If participant is a Cell C employee, he/she must provide employee number and department within Cell C.
4. The participant must have an innovative idea/solution within the ICT sector and be able to present such idea through a business plan together with budgets, forecasts and needs analysis.
5. By entering the Challenge, participants agree to travel to a destination within South Africa, as determined by Cell C, to present his/her/its idea to the panel of judges (the **“Panel”**) should he/she/it proceed to the final leg of the Challenge.
6. The Start-Up Package which will be awarded to the successful participants (the **“Approved”**), will be determined by the Panel, at its sole and absolute discretion, taking into account the motivation presented by the Approved as part of his/her/its proposal during the final round of judging and what the Panel believes is the support required in order to realise and implement the approved idea.
7. The Start-Up Package will comprise of one of the below or a combination of inter alia the following:
  - a. a. start-up/operating capital in the form of a unsecured loan/ standard loan; and
  - b. b. partnership agreement with Cell C to realise and implement the approved idea;
  - c. c. Business support to turn the idea into a product/ solution;

- d. d. Business support to scale the business;
  - e. e. Potentially become a supplier in the Cell C supply chain
8. The Start-Up Package which the Approved will receive as well as the value of each component of the Start-Up Package will be determined by Cell C in conjunction with the Panel in its sole and absolute discretion. **No minimum amount is guaranteed.**
9. The Approved may be required to enter into an agreement with Cell C:
- a. in terms of which Cell C will partner with the Approved and may acquire rights in the approved idea/products/solutions;
  - b. in terms of which the approved idea will be realised and implemented;
  - c. dealing with the awarding and implementation of the Start-up Package and any ancillary matters thereto; and/or
  - d. any other matter(s) which Cell C, in its sole and absolute discretion, may incorporate in respect of the agreement.
10. Cell C reserves the right to terminate this Challenge with immediate effect before the end of the challenge period at any time, if deemed necessary in its sole and absolute discretion and/or if circumstances arise which are outside of Cell C's control. No participant will have any claim against Cell C for such a termination.
11. Participation in the Challenge constitutes automatic acceptance of these terms and conditions and the participant agrees to abide by these terms and conditions. In the event that a participant is a juristic person, that participant warrants that it is duly authorised to enter into the Challenge.
12. Cell C does not make any representations or give any warranties, whether express or implied, that the Participant's participation in this Challenge will necessarily result in the Participant

receiving a cash incentive. **Cash incentives will not be awarded for participation in this Challenge.**

13. To the extent permissible in law, Cell C is not responsible and cannot be held liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of the participant's participation in the Challenge.
14. Participants including Cell C employees as explained above are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.
15. These terms and conditions will be construed, interpreted, governed and enforced in terms of South African law.
16. Any questions, comments or complaints regarding the Challenge can be directed to Cell C by forwarding an email to [CellCInnovationChallenge@CellC.co.za](mailto:CellCInnovationChallenge@CellC.co.za)