



#YOUTHSTARTCT ENTREPRENEURIAL CHALLENGE

General Terms and Conditions

1. The promoter of the **#YouthStartCT Entrepreneurial Challenge** is the City of Cape Town ("CCT")
2. The #YouthStartCT Entrepreneurial Challenge is open to all South African citizens, start-ups, small and medium-sized enterprise (SME), partnerships, cooperatives and existing companies.
3. By entering, you are agreeing to be bound by these terms and conditions.
4. **Rules to enter the challenge:**
 - 4.1 **All participants must be aged between 18 - 35 years old. Proof of identity (valid identity document) and age will be required.**
 - 4.2 **Entry requirement for a business entity:** please note that all business directors/members/partners must be aged between 18- 35 years and produce proof thereof. Generational businesses are not allowed to enter the challenge as they give the entrant an unfair advantage and the representative might not be the primary owner of the business.
 - 4.3 The person/entities mentioned above may enter an idea, provided that the principal team member lives in Cape Town and the bulk activities of the solution take place within the CCT boundaries.
 - 4.4 You may enter more than one idea if it is submitted by the same person/ legal entity.
 - 4.5 By entering the #YouthStartCT Entrepreneurial Challenge, you hereby warrant that all the information submitted by you/your legal entity is true, accurate, current and complete in every respect. The promoter reserves the right to verify any information contained in your entry and/or your eligibility to enter the Entrepreneurial Challenge.
 - 4.6 Employees of the promoter (CCT, its associated companies, suppliers, advertising and promotional agencies and their immediate families) are not entitled to enter the Entrepreneurial Challenge.
 - 4.7 Only online applications will be accepted.
 - 4.8 Shortlisted entrants must commit to attending all of the training sessions of the various rounds in the competition and sign a commitment contract.
 - 4.9 The Entrepreneurial Challenge is open to submissions from those who have not yet registered a legal entity, with an accompanying bank account. Should your idea be selected to receive a prize, it will only be awarded once you have registered a legal entity and can provide the necessary documentation as proof. Failing to register your legal entity timeously (within six months of being notified of selection of an award) will result in immediate forfeiture of the award. An alternative prize winner will be selected, and such selection will be subject to these terms and conditions.
 - 4.10 Participants will be responsible for all costs incurred to enter and participate in the #YouthStartCT Entrepreneurial Challenge. The #YouthStartCT Entrepreneurial Challenge, the organisers, partners, members of the committees and project manager will not be responsible or liable for any costs incurred by participation as part of this Entrepreneurial Challenge.
5. **Winner selection:**
 - 5.1 For 2025/26, we will be separating the entrepreneurs who are in the ideation phase of their businesses from those who have existing businesses.
 - 5.2 The promoter will have a Project Committee that will appoint a Pre-selection Committee to consider all submissions and recommend to it the Top entries to proceed to round one of the Entrepreneurial Challenge.
 - 5.3 The recommendations of the Pre-selection and Award Committees are final, subject only to veto on individual recommendations by the Steering Committee. Neither the Steering Committee, nor any other party, may approve the inclusion in a subsequent round of a submission not recommended by the Pre-selection or Award Committee, whichever is applicable.
 - 5.4 The winners will be selected based on a number of elimination rounds.

6. General terms and conditions

- 6.1 Any intellectual property generated by the idea, proposed and introduced by a person/legal entity, will be wholly and entirely owned by the person/legal entity.
- 6.2 The #YouthStartCT Entrepreneurial Challenge is governed by a CCT Steering Committee. Its decisions are final and binding.
- 6.3 Any ideas submitted by participants will be deemed to be done in strict confidentiality.
- 6.4 The promoter (CCT) will not be responsible for any entries that are lost, damaged or delayed due to computer error in transit.
- 6.5 Participants grant the promoter a non-exclusive, royalty-free license to use submitted ideas for promotional purposes.

7. Disclaimer

- 7.1 The participant confirms ownership over the right to the idea and all the intellectual property which the participant submits to the Promoter. The Promoter is not to be held liable or form part of any dispute between a third party and the participant in relation to ownership or any other claim arising. The participant is not aware of, or has disclosed to the promoter, the details of any dispute regarding ownership of the intellectual property upon entering the Entrepreneurial Challenge.
- 7.2 The participant therefore indemnifies the project manager, the #YouthStartCT Entrepreneurial Challenge and the Promoter (CCT) against any third party claims regarding stolen intellectual property.
- 7.3 Should any third-party claim be brought against these parties, the promoter will have the discretion to disqualify the participant should it be confirmed that the intellectual property entered into the Entrepreneurial Challenge does not belong to the participant. In the event of a prize being paid out to the participant, the same amount must be paid back with immediate effect.
- 7.4 No obligation lies with all the parties governing this Entrepreneurial Challenge to verify or validate the authenticity of the participants' ideas.
- 7.5 The CCT reserves the right to suspend, cancel or amend all or any part of the Entrepreneurial Challenge where it becomes necessary to do so. Any changes to the Entrepreneurial Challenge will be communicated to participants via email as soon as possible by the promoter.
- 7.6 The promoter is not responsible for inaccurate prize details supplied to any participant by any third party connected to the Entrepreneurial Challenge.
- 7.7 The promoter shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the #YouthStartCT Entrepreneurial Challenge.
- 7.8 The promoter, specifically the Community, Arts and Culture Development (CACD) and its partners will in no way be bound to procure any products and/or services arising from the challenge. Any procurement contract entered into will be approved by the Director and is in line with the promoters' procurement policy.
- 7.9 These terms and conditions shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising from these terms and conditions shall be resolved in the courts of Cape Town, South Africa.
- 7.10 Participants' personal information will be collected and used in accordance with the promoter's privacy policy, which is available on the official website.
- 7.11 The promoter shall not be responsible for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or natural disasters.
- 7.12 Any amendments to these terms and conditions will be posted on the official website and will take effect immediately upon posting.