6th Innovation Summit 2013
Telkom Mega Challenge Rules

Competition: Telkom Mega Challenge Rules

A. Telkom is pleased to announce the “Mega Challenge” to all South Africans at the 6th annual Innovation Summit 2013 taking place at The IDC CONVENTION CENTRE. The Competition commences on 28 August 2013 and continues until the 30 November 2013. Telkom is one of Africa’s largest telecommunications companies pursuit of its vision, “Leading in the converged ICT markets through deep and credible relationships and a distinctive customer experience”, and therefore invites SMMEs, Universities, Research Institutes, Not for Profit Organisations, Start-ups, Individual inventors and Innovators to collaborate or individually Rethink Telkom and the future by developing, implementing and responding with innovative proposals for technologies and solutions.

B. Entries are judged on their innovation, feasibility, commercial viability, market appeal, their ability to directly benefit economic growth, social development and stimulate broadband penetration in the market, and any other factor which Telkom may consider relevant. Among others, the following single broad theme will guide the challenge:

Products for the Future: Propose Innovative Products that will Stimulate and Drive Broadband growth. Focus areas include, but not be limited to:

- Convergence,
- Cloud,
- Vertical segment solutions,
- Machine to Machine (Internet of Things),
- Smart building and Smart Cities.
C. The Mega Challenge anticipates contributing to the following outcomes:

- Increased commercialization of research and development outputs in South Africa.
- Promotes SMMEs, Universities, Research institutes, Not for Profit Organisations, Start ups, Individual inventors and innovators with business opportunities
- Potential of contributing to sustainable development in South Africa and Africa as a whole.

D. ENTRY REQUIREMENTS

D.1 Who is eligible to enter?

All entries must be from South African citizens and organisations

- Individuals,
- SMME’s, Universities,
- Innovators, Inventors.

D.2 Who is not eligible to enter?

- Large corporates will not be allowed to enter
- Telkom customer partners will not be allowed to enter
- Telkom employees and their families will not be allowed to enter

D.3 How to send entries?

- Application forms are available online: (Mac users and Tablet users are accommodated)
6th Innovation Summit 2013
Telkom Mega Challenge Rules

- Applications should be in English
- No entry fee is required

D.4. What are the selection criteria?

- Innovation or novelty—the solution should be a first of its kind (Original)
- Overall scientific and technical merit of the proposed solution
- Potential for proprietary position
- Potential for commercialisation
- Market appeal
- Impact on Telkom business, customer and the country

D.5. Prizes

1st Prize
R120,000 and Free DSL service for 24 months

- 40 Mbps (where available)
- Uncapped usage
- VDSL modem

2nd Prize
R50,000 and Free DSL service for 24 months

- 10 Mbps
- Uncapped usage
- VDSL modem

3rd Prize
R30,000 and Free DSL service for 24 months

- 10 Mbps
- Uncapped usage
6th Innovation Summit 2013
Telkom Mega Challenge Rules

- VDSL modem

D.6. What are the Timelines?

- 28 August 2013: Launch of the Telkom Mega Challenge
- 29 August – 30 November 2013: Collection of entries
- 30 November at 12:00 noon: the Telkom Mega Challenge entries close.
- 1-31 December 2013: Summer break
- 1-28 February 2014: Evaluation process
- 1-31 March 2014: Finalists/Winners are announced at a Telkom arranged event.

E. STANDARD TERMS AND CONDITIONS FOR THE MEGA CHALLENGE

1. These are the standard terms and conditions for the Mega Challenge (“the Competition”) or any competition conducted or promoted by or in association with Telkom. The Competition or any competition conducted or promoted is subject to these terms and conditions and the rules pertaining to the specific competition or promotion.

2. Your entry into the Mega Challenge and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of these terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons (“your partner”).

3. The competition is not open to –
3.1. Individuals and institutions listed in paragraph D.2 above (hereinafter called “the participants”);

3.2 Directors, members, partners, agents, employees, consultants of Telkom and/or any affiliated companies, agencies, associates, partners and/or any suppliers of goods or services in connection with a competition; and

3.3. The spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.2 above.

4. Entrance criteria are as set out in the rules of this competition and are listed in paragraph D above.

5. The judges’ decision is final and no further correspondence or queries will be entered into or considered.

6. Telkom and its affiliates are not responsible for any competition entries which are not received by Telkom, its affiliates and promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, Telkom or its affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, devices, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
7. You acknowledge that it is your responsibility, as a participant, to ensure that any information which you provide in respect of this competition is accurate, complete and up to date.

8. Any costs or expenses directly or indirectly related or associated with the Competition which you may incur in preparing, researching, testing, developing, implementing and submitting the proposal are for your own account. Telkom will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize. Telkom will specify, in the rules, the total value of the prizes to be won and any cost to be borne by the winners of any specific competition, challenge or promotion.

9. Telkom does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representations and gives no warranty that –

  9.1 Your entry or participation in the competition will necessarily result in you winning a prize or your solution becoming preferable;

  9.2 A prize, or any aspect thereof, will meet your, or, if applicable, your partner’s, requirements, preferences, standards or expectations;

  9.3 A prize, or any aspect thereof, will be satisfactory and punctual;

  9.4 Your entry, participation or winning does not make any representations or give any warranties, whether expressly or implicitly:

    9.4.1 That you will be employed by Telkom; or

    9.4.2 That you will become contracted to Telkom as a Supplier.

10. Prizes are not transferable and may not be deferred, changed or exchanged for any other item.
11. You may not win a prize if it is unlawful for us to supply such a prize to you and/or that you have committed any misrepresentation, fraud or any illegal activity in preparing, developing, implementing and presenting the proposal to the Competition or any other competition or promotion related to the Mega Challenge. If you do win such a prize, you will forfeit it.

12. You must possess whatever documents, licences (including third party licences) and permissions that may be required in order to enter the competition or claim a prize, in the event that you win.

13. You must possess whatever documents, licences (including third party licences) and permissions that may be required in order to submit the proposal or solution;

14. Participants are required to declare compliance with the third party licence requirements in the event that a third party Intellectual property is used by the participant during the Competition. The Intellectual property declaration form is attached with these terms and conditions marked as Appendix 1.

15. The Competition participants shall, on registration and entry to this Competition, and in terms of the attached deed marked as Appendix 2, waive, cede and assign any of their Intellectual Property Rights (IPR) resulting from their solution or proposals which are created before or during the Competition. You acknowledge that Telkom has a right to use and enjoy the equipment and own any intellectual property right contained and resulting from the solution, submission or proposal for the purpose of this Competition.

16. The Competition's participants shall submit their proposal and Solution together with their costs incurred in developing the solution for analysis by Telkom. Any submission of such proof of cost after the solution or proposal has been submitted will not be taken into account for any purpose intended in terms of paragraph 15 above. The submitted solution or proposal must show and prove that the research was conducted and concluded in accordance with the industry’s best standard of practice and methodology of conducting technology research and tests.
17. The winners will be notified by means of the contact details provided to Telkom and their names will be published on the Telkom website for this competition. Telkom or its affiliates may require you to provide them, as the case may be, with additional information as may be reasonably required to process and facilitate your acceptance and/or use of a prize.

18. Telkom and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the Competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem reasonable in the circumstances. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers. E & OE apply.

19. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.

20. With the consent of the winners, Telkom or its authorised agents may take, capture, record and/or use their names, voices, photographic images or video images for the purpose of marketing and publicity campaigns.

21. Telkom and its affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.

22. For purposes hereof, "affiliate" means our partners, promoters, co-promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.

23. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
24. Telkom shall instruct independent judges' to adjudicate on the process and selection of winners in all competitions and promotional events (e.g. Centres of Excellence Professors, Experts, Telkom employees and Partners). The decision by the judges on any matter concerning the competition and/or promotion and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.

25. Telkom reserves the right to amend these Standard Terms and Conditions for Competitions at any time and will publish same on our website (www.telkom.co.za) or make it available to participants on request.

26. The participants shall accurate disclose and describe any partners/team members involved in the preparation, research, development, implementation and submission of the solution or proposal to Telkom. Telkom reserves the right to call for further information.

26. The competition closes on 30 November 2013 at twelve (12) pm.

**Prize Giving**

- Finalists will be invited to an event where winners will be announced at a small function organised by Telkom and SA Innovation Summit.
INTELLECTUAL PROPERTY DECLARATION FORM

Intellectual property (IP) refers to those assets that are protected by law by specific intellectual property rights (IPR), and these rights may be registered and unregistered. The registered rights are patents or applications (e.g. inventions, technology assets), registered trademarks, domain names, registered designs, and unregistered rights are copyright, database rights, confidential information (e.g. know-how and trade secrets etc.), passing-off and licensing. Telkom believes that the use third party’s IPR and failing to obtain permission (i.e third party licence) and/or where applicable to acknowledge the use of ideas of others constitutes violation of third party rights, illegal and an important breach of the values and rules of the Competition.

I ________________________________ (Firstname +Surname), ______________________ (ID No:___________________________ ) am an adult male/female in my capacity as ........................................................................ of (Institution/Company name)........................................................................... with the following address..............................................................................................................

I declare the following:

1. I am aware that failing to obtain permission (i.e third party licence) and/or where applicable acknowledge the use of ideas of others constitutes violation of third party rights, illegal and an important breach of the values and rules of the Competition and is wrong;

2. I am aware that any work that I submit for assessment judgement must be my own unaided work except where I have explicitly indicated otherwise subject to compliance with the IPR declaration;
6th Innovation Summit 2013
Telkom Mega Challenge Rules

3. I am aware that I must follow the required rules of the Competition in referencing the thoughts and ideas of others and to obtain licence permits where applicable;

4. I understand that Telkom may disqualify my entry, submission or prize and take any action against me if I do not comply with the IPR declaration;

Signature: ____________________________ Date: ____________________

Signature: ____________________________ Date: ____________________

Signature: ____________________________ Date: ____________________

Signature: ____________________________ Date: ____________________

APPENDIX 2
DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE INVENTION

Intellectual property (IP) refers to those assets that are protected by law by specific intellectual property rights (IPR), and these rights may be registered and unregistered. The registered rights are patents or applications (e.g. inventions, technology assets), registered trademarks, domain names, registered designs, and unregistered rights are copyright, database rights, confidential information (e.g. know-how and trade secrets etc.), passing-off and licensing.

WHEREAS I/we (full names)………………………………….(ID No:___________________________ ) am an adult male/female in my capacity as……………………………………of (Institution/Company name)…………………………………………………… with the following address…………………………………………………………………., I am the inventor of an invention entitled………………………….

AND WHEREAS Telkom SA SOC Limited with registration number 1991/005476/30, a listed company duly registered in accordance with the laws of the Republic of South Africa, with its registered address at 152 Johannes Ramokhoase previously known as Proes Street, Telkom Towers North, Pretoria (“Assignee”) has acquired the invention from me/us/the company during the registration and entry to the Mega Challenge Competition;

NOW THEREFORE:

1. I/We hereby cede and assign the right, title, interest and invention to the Assignee with the right to apply for patents, registration of trademarks or any
other Intellectual Property Right (“IPR”) in the Republic of South Africa and in any other country in the name of the Assignee.

2. I/We hereby undertake to execute all such documents as are required to make the applications in any of the countries concerned and to execute all such assignments as may be required by the law of any country to make this assignment effective, all at the expense of the Assignee.

3. I/We hereby waive in favour of the Assignee all related moral and/or personal rights that I may have in the invention, any right to claim authorship of the works resulting from the solution or proposal which is created before and/or during the subsistence of the Competition;

4. I/We hereby acknowledge that Telkom has a right to use and enjoy the equipment and any IPR contained in the solution, submission or proposal in the Competition which is created before and/or during the subsistence of this Competition;

This assignment takes effect prior to the date of filing of the patent application for the invention (in case of unregistered patents);

This assignment takes effect from............................, (in case of unregistered patents.

Signature: _______________________________ Date:______________________
6th Innovation Summit 2013
Telkom Mega Challenge Rules

Signature: ____________________________ Date: ____________________

Signature: ____________________________ Date: ____________________