



CAPWELL INDUSTRIES LIMITED

IDEA COMPETITION

TERMS AND CONDITIONS

The following are the terms and conditions that shall be applicable to the 'Capwell's Creatives on a Mission' Competition (hereinafter referred to as "the Competition") and by participating in the same you are deemed to have read, understood, and accepted these terms and conditions and agrees to be legally bound by them and that the decision of Capwell Industries Limited (hereinafter referred to as "Capwell") is final and binding in all matters relating to this competition.

ORGANIZATION, DURATION, ELIGIBILITY AND ENTRY

1. ORGANISATION

The competition is organized by Capwell Industries Limited (hereinafter referred to as 'Capwell's Creatives on a Mission

2. DURATION

The competition will run from 1st November, 2022 to 18th November, 2022 (Competition Period"). This competition is scheduled to run for 3 weeks

3. ELIGIBILITY

Each entrant must meet the following eligibility requirements:

- a) Be a Kenyan resident /citizen.
- b) Be an individual – group entries are not permitted.
- c) Be 28yrs & below students and freelance Creatives/content creators
- d) Be a follower of Capwell's official Facebook, and Twitter pages.
- e) The submission must be in the form of a video uploaded onto the Capwell website capwell.co.ke please note that entries must be original and specific to the competition; you cannot submit pre-existing video files.
- f) Participants can upload their entries at anytime between the 1st of November,2022 to 18th November 2022 with the deadline for submission being 18th November, 2022 at midnight 0000HRS EAT. Any application received after the closing will be invalid and will not be part of the Competition.
- g) Participants must provide correct personal contact details, as required.
- h) Participation is purely on a voluntary basis
- i) Directors, Employees, partners, agents or consultants, the suppliers of goods or services with respect to this competition any advertising agency connected with Capwell and their respective spouses, business partners or members of their immediate families are not eligible to enter the Competition. Capwell reserves the right to verify the eligibility of all entrants.



4. REJECTION

- a) We reserve the right to reject any submitted ideas that are incomplete, incomprehensible, damaged, or otherwise deficient.
- b) We also reserve the right to reject entries that are unlawful, indecent, defamatory or which we consider to be otherwise harmful.
- c) Capwell Industries reserves the sole right to disqualify without notice any entries that engages illegal participation through any false medium. Such entries will be automatically considered null and void.
- d) Double entry and /or edited comments will be disqualified
- e) We accept no responsibility for any late, lost or misdirected not received due to technical disruptions, network congestion, loss in service of online entry mechanisms, computer error in transit or any other reason

5. VETTING OF ENTRIES IDEAS

Shortlisting and vetting of the entries will be undertaken by a Panel of judges entailing representatives from both Capwell Industries LTD and Dentsu Kenya LTD between Monday 21st November 2022 and Monday 25th November 2022. The judging criteria will focus on originality, creativity, practicality, imagination, innovation, and brand appropriateness.

6. WINNERS

The Selected Panel in its sole discretion, will select the winners based on demonstration of originality, creativity, practicality, imagination, innovation, and brand appropriateness.

The Panel shall choose three winning ideas of the Competition who will each receive:

- 6.1 Winner: MacBook Pro, a year's Envato subscription, 2-month paid internship at an advertising agency and a cash prize of Ksh. 50,000
 - 6.2 Runner-up: Wacom tablet, 2-month paid internship at an advertising agency and a cash prize of Ksh. 40,000
 - 6.3 2nd Runner-up: Cash prize, 2-month paid internship at an advertising agency and a cash prize of Ksh. 40,000
- A participant shall not be selected as a winner twice.

7. THE PRIZE

- a. Cannot be transferred and will only be handed over to the winners if all details given are factually correct.
- b. Winners will be required to prove their citizenship, age and student status by providing original national identity card/passport, student identity card and letter from registrar confirming the same as they collect their prizes.
- c. The winners and the prize they have won in the competition will be announced on Capwell digital platforms and in the press. Individuals will therefore be contacted through the telephone number: 011 050 9991 and email address contest@capwell.co.ke with the prize details.
- d. Once the prize has been handed over in terms of these rules, the results of the competition are final in all respects and no correspondence will be allowed.
- e. If the winners are unable or unwilling to accept the prize, Capwell may award it to the next best entry.



8. RULES OF ENGAGEMENT

- a) The Competition will be administered through our official Capwell digital platforms
- b) Capwell Industries is not liable for any technical failures affecting participation and/or prize redemption process of the competition, including any technical failures on the social media platforms or their website capwell.co.ke.
- c) Capwell has no control over the interception or loss of your personal information over the internet and assumes no liability for any such interception or loss.
- d) By participating in the contest and the winners accepting the prize, the participants give the right to Capwell to use his/her photograph and story as a testimonial on their public announcement platforms including the press, tv, radio, digital and their social media pages. The nature of these publications will be determined at the sole discretion of Capwell for a period of twelve (12) months from the date of the accepting the prize.
- e) There are no charges for participating in the contest
- f) Capwell Industries reserves the right to nullify the competition in the event of any occurrence such as illegal participation et cetera that it deems to jeopardize the fairness and transparency of the competition.
- g) The animation/video must not be longer than 120 seconds (2 minutes).
- h) Animation/video must be in mp4, in English or Kiswahili language, and must not exceed 1 GB in size.
- i) Make sure you own the right to all the music and images used in the animation/video.
- j) Your animation/video must not contain inappropriate language, images or sounds.

9. INTELLECTUAL PROPERTY RIGHTS.

- a) By participating in this competition, you hereby grant and assign to Capwell the entire copyright and other intellectual property rights in and/or arising from your entry and your involvement in the Competition (including, without limitation, all interviews, statements images, audio, video, whether your appearance is featured or incidental) in all media and technology (the "Products"),
- b) You represent and warrant that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions in respect of the same.
- c) For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in Capwell for its own use (in its absolute discretion).
- d) In consideration of us agreeing to consider entrants to the Competition, each entrant hereby assigns to us the complete copyright/trademark and all other rights in any entry.

10. INDEMNITY

You hereby warrant that the information that you submit and/or distribute will not infringe the intellectual property, privacy, or any other rights of any third party, and will not contain anything, which is libelous, defamatory, obscene, indecent, harassing, or threatening and shall indemnify Capwell for any loss, damage or liability arising in connection therewith. If relevant, we reserve the right, but not the obligation (and without limiting our rights under your warranty and indemnity above), to screen, filter, and/or monitor information provided by you and to edit, refuse to distribute, or remove the same.

11. LIABILITY.

Capwell is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any). Capwell will not accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize.

12. DATA PROTECTION AND PUBLICITY

Winners may be requested to take part in promotional activities. Capwell reserves the right to use the names of winners, their photographs and audio and/or visual recordings of them in any publicity.

Any personal data relating to entrants will be used solely in accordance with Data protection Laws and will not be disclosed to a third party without the individual's prior consent or as provided by these terms and conditions

13. SPIRIT OF THE COMPETITION:

Any participant who attempts to compromise the integrity or proper operation of the Competition by cheating or committing fraud in any way, shall have their entry invalidated at Capwell's sole discretion. Capwell reserve the right to seek damages from the participant and to ban them from participating in any of their future competitions.