

UNIVERSITY OF PRETORIA – FLY@UP - THE FINISH LINE IS YOURS (“Competition”)

By entering the Competition and/or accepting any prize, all entrants and winners agree to be bound by the terms and conditions below (“Rules”).

1. The University of Pretoria (hereinafter referred to as “UP”), is a public Higher Education Institution, incorporated in terms of the Higher Education Act, No. 101 of 1997, as amended and the UP Statute, with registered address as indicated on the UP website.
2. UP is the Promoter of the Competition.
3. The Competition opens on 11 August 2020 at 09:00 and closes on Tuesday 15 September 2020 at 23:59 (“**Period**”). Entries received at any time outside of the period stipulated herein will be disregarded.
4. There is no entry fee payable for the Competition. No ticket purchase or payment to the Promoter or any third party is required for purposes of entering the Competition.
5. The Promoter will not accept any responsibility for entries not received for whatever reason.
6. To qualify as an entrant in the Competition you must be a registered UP student for the 2020 academic year. If an item is entered by a group, all members of the group must be registered students of UP for the 2020 academic year.
7. In the event of a group entry, the members of the group may not be filmed in the same location due to social-distancing regulations issued in terms of section 27(2) of the Disaster Management Act, No. 57 of 2002. Group members should enter videos where each group member is filmed remotely and then produce the respective videos into a group video. Each entrant/group may enter a maximum of 2 (two) items in any of the following categories:
 - Own, original dance (any genre);
 - Own, original song (no reproduction, distribution, performance or display of a song by another artist will be allowed);
 - Own original poetry;
 - Own, original Visual art (Painting, sculpture, photography); and
 - Own, original Digital art.

Any entrant who wilfully and/or negligently misrepresents any of the above-listed items as his/her originally created work, will be immediately disqualified. Any persons who win a prize and are thereafter identified as having misrepresented the originality, will be required to return any prizes so won and may be subject to the Disciplinary Code for Students.

8. To enter the Competition the entrant(s) will be required to visit <https://forms.gle/JckXuctKEd79Q3aR8> and complete an online entry that includes the submission of high resolution, good quality videos, photographs or images. The winning prizes are Bookmark vouchers to the value of R2 500,00 (two thousand five hundred rand), R1 500,00 (one thousand five hundred rand) or R1 000,00 (one thousand rand).
9. Entries should be accompanied by the entrant’s full names, surname, student number, cell phone number, email address and a completed and signed “PHOTOGRAPH AND VIDEO CONSENT FORM”, which form is accessible on the website referred to in paragraph 8 above. All the questions on the entry form should be filled out carefully and comprehensively. Typing errors may cause an entry to be invalid as the Promoter will not be able to contact the entrant

if contact detail is incorrect or verify that the entrant is a registered UP student as anticipated in terms of paragraph 6 above.

10. The Promoter will appoint a panel of judges across appropriate representative categories in as far as this is reasonably possible, including but not limited to race and gender, to select the winning items across all categories.
11. In the event that any person(s) other than the entrant(s) is visible or reasonably recognisable in any video, photograph or painting, such a person, or his/her parent (including adoptive parent) or legal guardian in the case of a minor, will also be required to complete and sign the "PHOTOGRAPH AND VIDEO CONSENT FORM" as referred to in paragraph 8 of the Rules above. Failure to do so will disqualify the entry without any further notice to the entrant(s).
12. Any entries containing the following visual presentation, content or wording, will be disqualified with immediate effect and without notice to the entrant(s):
 - Propaganda for war;
 - Incitement of imminent violence and brutality;
 - Advocacy of hatred based on race, ethnicity, gender or religion or any other ground that constitutes incitement to cause harm or intolerance;
 - Visual presentation of, content or wording relating to child pornography including but not limited to photographs, sketches, pictures, illustrations, including those produced by means of computer software on a screen or a computer printout;
 - Visual presentation of sexual conduct including but not limited to photographs, sketches, pictures, illustrations, including those produced by means of computer software on a screen or a computer printout;
 - Photographs, sketches, pictures, illustrations, including those produced by means of computer software on a screen or a computer printout relative to matters involving indecency or obscenity;
 - Discriminatory or denigratory references to people's race, colour, ethnicity, religion, gender, sexual orientation or preference, physical or mental impairment, illness or age
13. The Promoter's decision is final and binding. No correspondence and/or other form of communication will be entered into by the Promoter in this regard.
14. The winner will be notified via email and/or SMS, as provided on the entry form, by 6 October 2020. The Promoter will require the winner (at no fee payable to such winner) to be identified, photographed, filmed and the foregoing to be used in UP advertising campaigns and/or published in any media including but not limited to brochures, marketing material, social media site(s)/platform(s). By entering the Competition, the entrant provides consent that UP may use his/her names and images in any and all such UP-related publicity material.
15. Electronic Bookma@k Bookstore vouchers will be emailed to the winners and can be used to purchase books or stationary online or telephonically. If the Promoter is unable to contact the winner; alternatively, should the winner not claim the prize within 14 (fourteen) days of having been notified thereof, the Promoter reserves the right to withdraw the prize and elect a replacement winner.
16. The winning entry will be publicly accessible and will be publicly associated with the winner's name and with UP. In this regard, the Promoter will not be expected to compensate the winner(s). Any personal data relating to the winner(s) or any other entrant(s) will be used solely in accordance with the Protection of Personal Information Act, No. 4 of 2013, as amended. By entering and participating in the Competition, the entrant(s) agrees that the Promoter may collect and process his/her personal information for purposes of this Competition and for communication or statistical purposes.

17. The Promoter reserves the right to terminate the Competition with immediate effect; alternatively, to amend the Competition and/or the Rules out of convenience or in the event of circumstances beyond its control, including but not limited to an act of God, civil or military disturbance, a catastrophe, the Covid-19 pandemic, or any actual or anticipated break of any applicable law or regulation. The Promoter will notify entrants of any changes to the Competition and/or the Rules as soon as reasonably possible.
18. Should the Competition be terminated; alternatively, should the Competition and the Rules be amended by the Promoter, all entrants hereby waive any rights which they may have against UP and/or its employees and acknowledge that they will have no resource or claim of any nature against UP and/or its employees. The Period of the Competition may also be extended or curtailed at the sole discretion of the Promoter.
19. The Prize will not be transferable or redeemable in cash or cash equivalents. The Promoter reserves the right to substitute the Prize with any other reasonable prize of similar value without further notice to the entrants.
20. The Promoter will not be liable for any technical failure that may result in an entry not being successfully submitted.
21. The Competition and the Rules are governed by South African Law and any disputes will be subject to the exclusive jurisdiction of South African Courts.
22. The Competition is in no manner sponsored by any social network or platform.
23. In terms of section 36 of the Consumer Protection Act, No. 68 of 2008, as amended, no person who is an employee or agent of, or consultant to UP or any other person who is directly or indirectly controlled by UP; alternatively, any supplier of goods or services in connection with the Competition, would be eligible for a prize.
24. All Competition queries must be directed to University of Pretoria, Department for Education Innovation, Att: Hestie Byles, fly@up.ac.za.