

# NYAMUKA ZAMBIA COMPETITION

## FULL TERMS & CONDITIONS

These terms and conditions apply to the Nyamuka Zambia Business Plan Competition (“The Competition”) featured on-air, in print and at the official launch, in Competition Centres, through the competition telephone numbers, through the Promoter’s (Nathan Associates London Ltd.) email (info@nyamukazambia.com) and in all associated marketing portals including the Promoter’s website (www.nyamukazambia.com) and social media sites.

You (“The Applicant”) accept these terms and conditions when you enter this competition. If you do not agree with any of these terms and conditions then you should not enter the competition.

These terms and conditions may be amended or varied at any time without prior notice. Any changes will be issued to the Competition Centres and also posted on the official website. It is your responsibility to ensure you review these terms and conditions regularly to familiarise yourself with any changes. We recommend that you save a copy of these terms and conditions for future reference.

### 1 Entry and Assessment

- I. The Competition is open to all Zambian citizens or residents aged 18 years or over on 26th April, 2017, the closing day of the competition, providing that the entry proposes a new business idea or an added value expansion of an existing business, that will be fully based in Zambia. If it is an existing business it should have no more than 50 employees.
- II. Each idea may be submitted only once and only one application may be submitted by each Applicant for the purposes of this competition. Only one entry and therefore one prize per person or group is permissible.
- III. Employees and members of their immediate families of the Promoter (see the end of these terms and conditions below for details), sub-contractors, application advisers and the sponsors / provider(s) of the prize, are not eligible to enter.
- IV. Ideas can be submitted by individuals or by a group as long as all members of the group meet all of the entry criteria noted above. Only one nominated person from the group may participate in the training sessions and events. The same person must be the one who attends the entire programme from beginning to end. All group members will be required to provide proof of identification.
- V. The Promoter and its authorised agents reserve the right to ask for proof of age and evidence to verify the identity of an Applicant at any time, and may use any channels and methods available to carry out checks of any details provided.

- VI. The opening date and time for entries is 12:00 on 7<sup>th</sup> March 2017. The closing date and time for entries is 17:00 on 26<sup>th</sup> April 2017. Any entries received after this time will be rejected. The Promoter reserves the right to use its discretion should exceptional circumstances arise.
- VII. In order to enter, eligible Applicants must complete the application form as indicated in the competition information.
- VIII. Entry to the competition must be by the following applicable methods only:

i. **In Person through Authorised Competition Centres:**

Applicants who attend the designated, authorised Competition Centres as indicated in the competition information should follow the instructions given to them by the Application Advisors.

Applicants will be asked to provide personal details, including full name and a contact telephone number, and to complete an Application Form that captures their business idea and concept. Applicants will be asked to provide a passport-sized photograph and identification in order to establish proof of their identity. It is the responsibility of the Applicant to check that their Application is completed correctly and legibly.

**There is a charge per entry (“Entry Fee”) of K 150, which should be paid in Cash at the Competition Centre at the time of submitting your Application. The Promoter does not accept responsibility for any theft, loss or damage associated with the delivery or hand-over of this fee. The Applicant should request a receipt of this fee.**

The Promoter does not accept responsibility for any loss or damage resulting from advice, instructions or any statements or actions made by the Competition Centre staff and / or Application Advisors and / or Business Advisors.

ii. **E-mail entry:**

**Applicants cannot submit their Application Forms and/or enter the competition by email**, i.e. by sending a completed application form electronically. We require each applicant to physically sign and submit their completed Application form in the presence of a Competition Centre staff member and provide proof of identity and a photograph which will be checked by the Competition Centre to authenticate and validate that the applicant is who she says she is. However Nyamuka Zambia Application forms can be downloaded from our website and can be filled in electronically.

**Any completed application forms sent by email will be instantly disqualified.**

iii. **Application Form Submission:**

Applicants will be asked to provide personal details, including full name and a contact telephone number, and to complete an Application Form that captures the essential details of their business idea and concept. Application Forms that are incomplete or exceed the designated number of pages (2 sides of A4) or are in a type face smaller than Arial font size 10 will be rejected. It is the responsibility of the Applicant to check that their Application Form is completed correctly and complies with the terms & conditions.

Applicants will be asked to provide a passport-sized photograph and identification in order to prove their identity and pay an Entry Fee of K 150 before their application can be accepted. Instructions on how to do this can be provided either through the website [www.nyamukazambia.com](http://www.nyamukazambia.com) or by email from [info@nyamukazambia.com](mailto:info@nyamukazambia.com) or by phone through our hotline number 5066.

The Promoter does not accept responsibility for any incorrectly addressed or undelivered entries or for any disruption, delays or misdirection of emails.

The Promoter does not accept responsibility for any loss or damage resulting from acting on instructions, advice or any statements from the website or email. It is the responsibility of the Applicant to ensure that they have verified such guidance to enable them to complete their Application correctly.

- IX. Entries must not be sent in through agents or third parties. Any such entry will be instantly disqualified.
- X. If an applicant is found to have applied more than once, even as part of a group, they will be instantly disqualified no matter what stage of the competition they are at.
- XI. Semi-finalists from previous seasons of Nyamuka Zambia are not allowed to apply again.
- XII. Each Applicant will be charged the entry fee as indicated above whether their entry to the competition is successful, or not. No refunds of the entry fee of K150 can be made once the application has been accepted by the Competition Centre staff even if the applicant voluntarily withdraws from the competition later.
- XIII. Any entries which are incomplete, misspelt, illegible and incomprehensible, or which are not in accordance with the competition terms and conditions, or not received by the Promoter physically at a Competition Centre will be declared void and disqualified.
- XIV. An entry to the competition will be deemed to be an invalid entry where an Applicant has evaded or failed to pay the application Entry Fee or to provide sufficient identification when entering the competition.
- XV. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any ideas given by Applicants in the Application Form, or the operation of any part of the competition, network or phone system, the decision of the Promoter shall be final and no correspondence will be entered into.
- XVI. The Promoter will not be liable to reimburse the application Entry Fee or any other expenses incurred by the Applicant when making an application.
- XVII. Applicants are solely responsible for all insurance, applicable taxes and for any costs, expenses and charges not specified in the prize description in the competition information.
- XVIII. The Promoter is keen to encourage business ideas that will not have a negative impact on the environment and/or the climate. Any business idea that exclusively promotes the sale or usage of alcohol, tobacco, arms and/or exploits other human

beings through sale of sex or domestic servitude will be instantly prohibited and disqualified from applying.

- XIX. The Promoter wishes to encourage more applications from women and diverse sectors, although all business ideas and concepts will be judged purely on merit.
- XX. All entries will be assessed by an independent panel of judges during May 2017. These entries will be assessed on the basis of their potential for significant growth, innovation and capacity to generate jobs. Judges will not have access to Applicants' personal details during that stage. 60 successful Applicants ("Semi-Finalists") will be selected to go through to the next stage (Phase II) and will be contacted as soon as is feasible. If the selected Applicant is not contactable for any reason, the Applicant may be disqualified from the competition. Unsuccessful Applicants will not be notified and the Promoter will not be able to provide any feedback as to why an application was not successful and cannot enter into any discussions around the merits of an application.
- XXI. The 60 Semi-Finalists will be expected to attend comprehensive business development workshops in June 2017 to now develop draft business plans with the support of business advisors and mentors. The draft business plans will be further assessed on the basis of their potential for significant growth, innovation and capacity to generate jobs. A minimum of 10 Semi-Finalists ("Finalists") will be selected to go through to the next stage (Phase III) and will be informed of their success to the final stage on or after 16th August 2017. All semi-finalists will receive feedback on their draft business plans.
- XXII. Finalists will further refine their business plans with the support of business advisors and mentors in August 2017. Finalists will have to personally pitch their final business plans to a national judging panel in early September 2017 and the top five Winner(s) will then be announced at an awards ceremony thereafter.
- XXIII. The finalists' pitches to the national judging panel and their selection of the top five winners will be aired on national television in a show called "The Game Plan".
- XXIV. The Promoter accepts no responsibility for any costs incurred by any Applicant in connection with the Competition including any travel costs incurred to attend any essential events.
- XXV. Where the competition assessment process necessitates travel and attending an event on a specific date, the Applicant must be available on the date(s) specified by the Promoter and no alternative dates will be available. Failure to attend any such events deemed critical by the Promoter could disqualify the applicant no matter what stage of the competition they may be at.
- XXVI. While the Promoter will do its best to match Applicants with business advisers, trainers, experts and mentors who can provide the optimal mix of knowledge and expertise for a given Applicant, the Promoter does not guarantee that expertise in a specific functional area or sector will be provided to a given Applicant. Similarly, although the Promoter will adhere to a careful selection process of business advisers, trainers, experts and mentors they will not be held responsible for any perceived or actual failings on the part of business advisers/ trainers/experts/mentors to

guide and advise their allocated Applicants. The Promoter reserves the right to change the dates, procedures and contents for all training events, clinics and workshops at short notice and without any compensation to the Applicant.

## 2 Prizes and Winner(s) Obligations

- I. Prizes will be awarded to Winner(s) based on the final prize fund allocations and the individual investment plans of the winning business plans. The prize fund is reliant on donor and sponsors funding and can also be affected by fluctuations in foreign exchange rates. These factors are outside the control of the Promoter and could lead to changes in the overall prize fund available, its structure and the final allocation of prizes to Winners.
- II. Where the prize necessitates travel and/or attending an event on a specific date, the Applicant (and their companion(s) if applicable) must be available on the date(s) specified by the Promoter and no alternative dates will be available. The Promoter will not pay for any travel costs associated with this attendance and expects the applicant to plan in advance to ensure their presence at that event.
- III. The Winner(s) will have a maximum period of six months from the official start of the awards disbursement period, to fully claim their prize money and put their winning idea into reality. This will be agreed with the Promoter and / or sponsor in advance and factored into the business plan. Failure to utilise the prize money within the time period as specified may result in forfeiture of the prize. If successful contact is not made, or the winner(s) do not respond within the time specified, or they do not adhere to the time period specified, the Promoter reserves the right to withdraw the prize(s). The Promoter, at its discretion, may extend this time period if it believes it is necessary to do so.
- IV. The Promoter will retain 10% of an award to a winner until after a satisfactory first monitoring visit which should be held within the first four months of start of the awards disbursement process.
- V. The Winner (s) will be required to register their business with PACRA and open a business bank account before any prize disbursement can be made
- VI. All awards, including business support vouchers, must be used only for the winning Nyamuka Zambia business idea submitted and in line with the final business plan.
- VII. The Promoter reserves the right, at its sole discretion, to disqualify any individual found giving false information or violating the competition terms & conditions.
- VIII. The Promoter may refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms & conditions, or an Applicant's breach of these terms & conditions, criminal activity, fraud and dishonesty.
- IX. The Promoter reserves the right in its sole discretion to withhold delivery of the prize until proof of eligibility and identity has been confirmed or to disqualify the Applicant from the competition.

- X. The Promoter endeavours to deliver the prize to the winner promptly in the manner specified in the investment plan. However, this may be subject to change should circumstances arise that are outside the control of the Promoter. The Promoter reserves the right to withdraw and/or change the prize due to circumstances beyond its control and/or to offer an alternative of similar value where possible.
- XI. Where part of the prize includes a cheque, such cheque will be made payable to the name of the registered business in the first instance. A prize cheque can also be made payable to a third party where appropriate and in agreement with the Promoter and/or sponsor(s).
- XII. Where part of the prize includes a voucher for services, no cash equivalent is available and the voucher may not be sold or transferred or exchanged.
- XIII. Winner(s) are required to:
  - i. Submit to quarterly monitoring, audit and evaluation for the implementation of their business plan for a period of up to twelve months following the award of their prize
  - ii. Submit quarterly financial reports to the Promoter and / or sponsor(s) for a period of up to twelve months following the award of their prize. This should include an analysis of how the prize monies / vouchers have been utilised and/or invested.
- XIV. The Winner(s) may be required to attend promotional and media events for a period of up to twelve months following the award of their prize and no additional compensation will be paid for this. Winners who refuse to attend any such event without good reason could be in breach of their contract with Nyamuka Zambia

### 3 Data Protection and Confidentiality

- I. The Promoter (or any third party nominated by the Promoter) may exercise at its sole discretion to use the winner's (and (if applicable) their company's or group's) name and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or any additional compensation.
- II. Information and data ("personal data") which is provided by Applicants when they enter will be held and used by the Promoter, their suppliers and contractors in order to administer the competition. Applicants' personal data may also be passed to their cellular phone provider or to relevant regulatory bodies, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity.
- III. Aggregate, non-personal data may also be used for the purpose of undertaking market research, marketing and publicity in any media worldwide or in facilitating reviews, developments and improvements to relevant services.
- IV. No persons having access to business ideas submitted to the Nyamuka Zambia competition process will in any way copy, reproduce, broadcast, publicly present or undertake any form of business activity based on the idea submitted by the

Applicant without the prior written consent of the Applicant for purposes other than in the normal course of administering the competition, with the following exceptions:

- V. This clause will not apply if the idea or any information regarding the idea in whole or in part:
- iii. is disclosed directly by the Applicant, either deliberately, by theft, loss or by accident
  - iv. is already publicly known
  - v. is disclosed in any other manner not breaching the confidentiality terms set out herein.

This clause will not apply to a summary paragraph describing the Applicant's overall business idea as this may be used in Nyamuka Zambia and / or the Promoter's promotional campaigns and publicity

#### 4 Liability

- I. Nothing in these terms and conditions restricts your statutory rights under the laws of Zambia.
- II. The Promoter and sponsor(s) do not accept responsibility for any business failure, fault, malfunction, damage, loss or disappointment suffered by any Applicant howsoever arising from participating in the competition and/or of accepting any prize and/or in the course of meeting the Winner(s) obligations whether due to any error, omission or other cause by the Promoter, its employees, agents or others to the fullest extent permitted by law.
- III. The Promoter and / or sponsor(s) are not responsible for any damage or loss caused to an Applicant where such damage or loss is not reasonably foreseeable to the Applicant and to the Promoter when the Applicant agrees to these terms and conditions (which occurs automatically when you enter the competition), including where the damage or loss results from the Promoter's breach of these terms and conditions.
- IV. You agree not to give any indication that you have any commercial relationship with the Promoter and / or sponsor(s), or that you are an agent of the Promoter and / or sponsor(s) or that the Promoter and / or sponsor(s) have endorsed any submission you may make in entering any competition.
- V. The Promoter cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of illness, natural disaster, system failure, maintenance or repair or for reasons reasonably beyond the control of the Promoter. The Promoter will not be liable to you or to any other person in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.
- VI. You agree to reimburse the Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third

party in each case in respect of any matter arising from your use of the services relating to the competition in breach of these terms and conditions or from your violation of any applicable law or regulation.

- VII. As part of the competition process, Applicants may meet third parties through whom they may subsequently receive finance, advice and / or other services. Nothing in this agreement shall be construed to apply to such relationships and the Applicant should seek a separate contractual arrangement with the third party concerned. The Promoter accepts no liability for any loss, damage, theft, negligence or any other cost incurred as a result of such relationships.

## 5 Standard terms

- I. In the event that any Applicant does not, or is unable to, comply with and meet these terms and conditions, the Promoter shall be entitled at its sole discretion to disqualify such Applicant, without any further liability to such Applicant. Any Applicant must comply with any directions given to him or her by the Promoter including but not limited to any and all relevant laws, rules and regulations.
- II. Through all stages, the Judges' decision is final and no appeals or correspondence can be entered into.
- III. These terms and conditions are available in English only and shall be exclusively governed by and construed in accordance with the laws of Zambia.
- IV. Please note that phone calls and emails will be monitored to ensure that competition standards are maintained, for staff training and quality control purposes.
- V. The Promoter reserves the right to review and amend the rules, regulations and timings of the competition events if deemed necessary, at any time.
- VI. These terms and conditions were last updated on 1<sup>st</sup> March 2017.

## 6 Contact Details and Further Information

- I. For a hard copy set of these terms and conditions, please write, email or phone the Promoter, including the name of the competition, as specified in the competition information.
- II. The Promoter is:  
**Nathan Associates London Ltd,**  
5 Katemo Road, Rhodes Park, Lusaka  
Telephone: +260 211 259 974 Email: info@pepzambia.com