# Nampak University Design Challenge: Terms and Conditions

### 1. Introduction

- 1.1. The Nampak University Design Competition ("UDC") is a competition organised by Nampak Plastics Europe Limited ("Nampak"), an English company with registered number 00400002, VAT number 120082331, and whose registered office is at Jenna Way, Interchange Park, Newport Pagnell, Bucks, MK16 9QJ.
- 1.2. By registering and/or submitting an entry to the UDC, you confirm that you have read and agree to all of these terms and conditions. This does not affect your statutory rights.

# 2. Eligibility

- 2.1. To enter the UDC you must:
  - 2.1.1. be 18 years old or over at time of entry;
  - 2.1.2. currently be studying as a full time undergraduate or post graduate student at a recognised university or equivalent higher education establishment: and
  - 2.1.3. be registered to study at such university or higher education establishment for the entirety of the current academic year.
- 2.2. You may submit an entry either as an individual or as part of a team. Teams may consist of no more than four people. For the avoidance of doubt, each member of the team must satisfy the eligibility criteria set out above.
- 2.3. You must not enter the UDC if you are resident in any jurisdiction where the UDC may breach any applicable law or regulation. Where this applies, Nampak's invitation to enter the UDC in such jurisdiction is withdrawn.
- 2.4. If you wish to submit an entry, you must first register online at: www.eu.nampak.com

### 3. Entries

- 3.1. The competition opens on 1<sup>st</sup> April 2014.
- 3.2. The deadline for entries is 5pm on 30 May 2014. Any entries received after this deadline will not be accepted.
- 3.3. Entries must be submitted via the website at: <a href="www.eu.nampak.com">www.eu.nampak.com</a>, unless otherwise agreed in writing in advance.
- 3.4. All entries must be submitted in English.

3.5. All entries must include contact details (including an email address). It is your responsibility to ensure that such contact details are kept up to date.

# 4. Winning Entry

- 4.1. The prize will be awarded to the entrant with the best design, as selected by a panel of judges appointed by Nampak.
- 4.2. If you win the UDC you will be notified by a Nampak representative, via email or such other method as Nampak deems appropriate.
- 4.3. The judges' decision as to the winning entry will be final.
- 4.4. Incorrectly completed entries and entries that do not comply with these terms and conditions will not be valid and will therefore not be considered.
- 4.5. The surname(s) of the winner/winning team name can be obtained within 30 days of the end of the UDC, by writing to the following address: Nampak Plastics Europe Limited, Jenna Way, Interchange Park, Newport Pagnell, Bucks, MK16 9QJ

### 5. Prize

- 5.1. Details of the prizes are made available at: www.eu.nampak.com
- 5.2. Nampak will endeavour to award prizes within a month of the UDC end date, but does not guarantee this delivery time.
- 5.3. The prize is non-transferable.
- 5.4. In the event a winner fails to claim the prize within 30 days of notification or is otherwise disqualified from the UDC, that prize will be withdrawn and the entry will be void.
- 5.5. Nampak reserve the right to redraw the prize in the event that a winner cannot be contacted or is subsequently found not to have been entitled to win the prize.
- 5.6. You shall be liable for any taxes, charges or expenses that you may incur or be required to pay as a consequence of accepting or receiving any prize. You shall hold Nampak harmless against any claims or liabilities arising out of the payment of the prize, the use or misuse of the prize.
- 5.7. In the event of unforeseen circumstances or if an advertised prize is no longer available, Nampak reserves the right to offer an alternative prize of equal value.
- 5.8. You accept and acknowledge that Nampak shall not in any way be liable to you for any loss that you suffer if an event outside of Nampak's control occurs which renders the prize itself, or the awarding of the prize, impossible.

# 6. Disqualification

- 6.1. Nampak has the right to disqualify an entry, without liability to you or any member of your team, in the event that:
  - 6.1.1. you breach these terms and conditions in any way;
  - 6.1.2. any member of the relevant team is not eligible to enter the UDC;
  - 6.1.3. it discovers that an entry is not entirely the original creation of the entrants:
  - 6.1.4. it discovers that an entry infringes the intellectual property rights of any third party; or
  - 6.1.5. it discovers that you have submitted the entry (or any similar entry) to any other competition.

## 7. Intellectual Property Rights

- 7.1. You warrant that the content of your entry is your own creation, that you own all intellectual property rights in such content and that such content does not infringe the intellectual property rights of any third party.
- 7.2. By submitting an entry in the UDC:
  - 7.2.1. you hereby assign to Nampak all intellectual property rights in, or relating to, your entry (and the content of your entry);
  - 7.2.2. you waive all present and future moral rights in respect of the entries which arise under the Copyright Designs and Patents Act 1988 or any analogous legislation;
  - 7.2.3. you agree not to support, maintain nor permit any claim for infringement of moral rights in such entry;
  - 7.2.4. you agree to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which Nampak requests, to vest in Nampak the intellectual property rights in, or relating to, any entry; and
  - 7.2.5. you acknowledge and warrant that neither you, nor the university or higher education institution at which you study, will have any claim to any intellectual property rights in relation to your entry, and Nampak will be free to use and exploit all such intellectual property rights.

## 8. Publicity

- 8.1. You recognise that by entering the UDC that:
  - 8.1.1. you may be asked by Nampak to participate in publicity or promotional activities;

- 8.1.2. you will participate in such publicity or promotional activities wherever you are reasonably able to do so; and
- 8.1.3. your name, entries, image or likeness made be used for publicity purposes by Nampak.

## 9. Queries, Claims and Disputes

- 9.1. Any questions or comments regarding the UDC should be sent via email to design.challenge@eu.nampak.com.
- 9.2. Any dispute regarding the UDC should be sent via email to design.challenge@eu.nampak.com within one calendar month of the end of the UDC.
- 9.3. Any questions, comments or disputes will be dealt with by Nampak as quickly as possible but Nampak does not guarantee that it will answer all questions, nor does it make any guarantee as to the time within which it will respond.
- 9.4. Nampak reserves the right not to respond to any particular question or comment in the event that it, in its sole opinion, believes that the answer would give the enquiring entrant an unfair advantage. Nampak also reserves the right to publish any answer to all entrants if it considers it appropriate to do so.
- 9.5. In respect of any dispute, Nampak's decision will be final.

## 10. Privacy

10.1. As you will appreciate, Nampak shall collect and store the personal data that you include in any entry or provide to Nampak in the course of the UDC or registering for the UDC. You agree that Nampak may use such personal data for the purposes of running and managing the UDC, communicating with you during the course of the UDC, and publicity purposes as discussed in paragraph 8. Any such personal data shall be used in accordance with Nampak's privacy statement as set out at <a href="http://www.eu.nampak.com/Privacy-Statement.aspx">http://www.eu.nampak.com/Privacy-Statement.aspx</a>

# 11. General

- 11.1. Nampak, to the extent permissible by law, accepts no liability or responsibility for any loss arising out of or from:
  - 11.1.1. entries not successfully completed and submitted by the deadline due to technical fault, system failure or other action or event which prevents a person from entering the UDC;
  - 11.1.2. any errors in the content of your entries;
  - 11.1.3. lost, damaged, incomplete or unintelligible entries; or
  - 11.1.4. the taking of any prize or the availability of the prize.

- 11.2. Nampak reserves, upon notice to entrants, the right to cancel, terminate or vary the UDC or these terms and conditions at any time.
- 11.3. Nampak may also create rules which will apply for specific competitions only. If this is the case, Nampak will publish the amended rules on the relevant page.
- 11.4. Each of the paragraphs of these terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 11.5. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales, and any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English Courts.