

Young Planners Essay Competition

Terms & Conditions

OFFICIAL RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. COMPETITION - OVERARCHING THEME:

● “Planning for the Future of Our Cities” This essay competition is aimed at students and young professionals in the urban planning/development and local government fields (18-35) to encourage them to think creatively and innovatively about the future of South African cities. The intention is to explore ideas and voices which will take us beyond current practice within urban systems and institutions. What makes a city inclusive for all, where everyone has access to the opportunities that the urban realm provides? And how do we build the infrastructure, systems, and culture within our cities to achieve better lives for those who live within them?

Entrants will be encouraged to make a case for their perspectives and for different, new, and creative ideas around urban planning and development.

● All eligible entries submitted will be considered for judging under the banner of this overarching competition theme.

2. ELIGIBILITY:

The SACN-SACPLAN Essay Competition is open to students and practitioners in the urban planning/development and local government fields, based in South Africa. Contestants must be between the ages of 18 - 35 years old at the time of entry. Urban planning practitioners in the employ of the State or Private Sector must be registered with the South African Council for Planners. Employees of South African Cities Network and the South African Council for Planners (herein after the

"Sponsors"), their subsidiaries, affiliates, their participating advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. This Competition is subject to all applicable federal, state, local and municipal laws and regulations.

3. PROMOTION DESCRIPTION:

Competition start: 12h00 CAT on **Friday, 10 August 2018**

Competition end: 23h00 CAT on **Friday, 07 September 2018**

During this "Competition Period" the Sponsors will post a "Call-To-Action" infogram at the start to activate the competition and follow up with regular infogram posts throughout the "Competition Period" to maintain awareness and drive entries. These "Call-To-Action" infograms will be posted using the Sponsor's Instagram, Twitter and Facebook pages. Participants must interpret the overarching theme in a written, video or photo essay format and follow the instructions described in Section 4 below, to submit a valid entry into the Competition. By participating in the Competition, each participant (the "Entrant") unconditionally accepts and agrees by submitting an entry to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

4. COMPETITION SCHEDULE:

Competition start: 12h00 CAT on **Friday, 10 August 2018**

Competition end: 23h00 CAT on **Friday, 07 September 2018**

Winners Announcements: 09h00 CAT on Friday, 28 September 2018

5. HOW TO PARTICIPATE IN THE COMPETITION:

- To enter, submit a written or photo essay or edited video to webmaster@sacities.net formatted as follows
 - Written essay: 3500 - 5000 words | 1.5 pt. spacing, font size 12 in Arial | sub headings in font size 12 in Arial bold | optional visualisation of max. 3 photographs in low-medium resolution (approx. 12 megapixels). High resolution images will be requested from shortlisted entrants.
 - Photo essay: minimum 8 photographs in low-medium resolution (approx. 12 megapixels). High resolution images will be requested from shortlisted entrants | A max. 500 words written component (inclusive of captions) must accompany the submission.
 - Edited video: a video of no longer than 7 minutes. The overall submission can include still images, voice over etc.
- Only entries received during the competition period will be considered a valid submission
- Only original photos captured by the contestant, will be considered a valid submission
- Failure to comply with any of the above stipulations, will warrant your entry invalid

6. Entries must be submitted between:

Competition start: 12h00 CAT on **Friday 10 August 2018**

Competition end: 23h00 CAT on **Friday, 07 September 2018**

By submitting an entry via webmaster@sacities.net, Entrants agree to SACN and

SACPLAN's Terms of Use. Sponsors reserve the right to use submitted images, for non-profit purposes only. The terms of such use are detailed in Section 7.

Entrants must have an email account to enter

IMPORTANT:

NB: Each entrant may only submit one entry. Group submissions are welcome.

7. COMPETITION ENTRY REQUIREMENTS:

Entry is by email only unless otherwise specified.

- Once content has been submitted, it cannot be modified by the Entrant.

Submission of an Entry to the Competition does not indicate the Entry has complied with the Official Rules. The Sponsor will review all submissions and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry (along with the Entrants who submitted them) that violates these Official Rules or is otherwise inappropriate without any notification or warning.

Except where prohibited by law, Entry and acceptance of prize constitute permission to use winners' name, prize won, hometown, likeness, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

ENTRIES SUBMITTED/POSTED TO THE WEBSITE WILL NOT BE EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER.

All Entries must comply with the following minimum guidelines to be eligible:

- The content submitted by the Entrant must meet high levels of decency and must not include any material which may damage the reputation of SACN, SACPLAN or any third party.
- Content must be original.
- If content is produced or authored by a third party, Entrant must have clearly cited or secured all rights and clearances to the content from the rights holder.
- Content cannot contain images that are irrelevant to the purpose of the competition.
- Content cannot be profane, pornographic, sexually explicit, suggestive, or contain nudity.
- Content cannot promote alcohol, illegal drugs or tobacco.
- Content cannot contain materials embodying copyrighted images, text, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.
- Content cannot defame, misrepresent or contain disparaging remarks about people or companies.
- Content cannot be obscene or offensive, endorse any form of hate or hate group, or be derogatory to any ethnic, racial, gender, religious, professional, age or other group.
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsors wish to associate.

- Content cannot depict illegal activity and cannot itself be in violation of any law.
- Content may not include images of a known celebrity, famous or well-known person, or any image which violates the right of privacy or publicity of any person.

Any photo which is considered, in Sponsor's sole discretion, to be offensive, culturally sensitive, provocative, sexually explicit, or otherwise objectionable or of inappropriate content (including, without limitation, any content which contains an image of a competitive product of Sponsors), will not be eligible for the competition.

In order to protect privacy rights of others, the Entrant must ensure that images of individuals captured in any footage should be incidental only.

By submitting an entry, the Entrant warrants and represents that:

(a) Content does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from a third party whose photograph/likeness is being used in the Entry and in the case of a written essay the requisite citations are included; (c) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any photo was photographed by someone other than the Entrant him/herself; (d) publication of the Entry via various media, including posting online, will not infringe on any third-party rights; and (e) Entrant will indemnify and hold harmless the Sponsors and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrants conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Competition.

By submitting an Entry, Entrant warrants and represents that he/she/they and any other persons appearing or who are otherwise identifiable in the Entry consents to the submission and the use of the Entry. By participating, Entrant grants Sponsors permission to use his/her/their name, essay/video content, photograph or image for future advertising and publicity purposes in connection with the Competition in any and all media without additional compensation, notification or permission.

In the event of a dispute, Entries will be deemed made by the authorized account holder of the e-mail address associated with the Entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address.

Sponsors may ask any Entrant or potential winner to provide Sponsors with proof that such party is the authorized account holder of the email address associated with the entry. Entries made by any other individual or entity that is not the person(s) named on the submitted Entry or made in any manner inconsistent with these Official Rules will be declared invalid and disqualified from this Competition.

8. PRIZE:

In addition to the opportunity to participate in the Young Planners component of the SAPI Conference in Cape Town in October 2018, the winning entry will be awarded with:

- Winner : R 5,000.00 (Five Thousand Rand)

- Runner Up : R 2,500.00 (Two and a Half Thousand Rand)

SACN & SACPLAN will contact winners to arrange prize allocation.

9. WINNER SELECTION:

The prize winner will be selected as specified in the Winner Announcement in Section 3. The decisions of the Sponsor and Competition Judges, shall be final and binding in all respects, and no further correspondence will be entered into.

The top 5 shortlisted entries will be profiled in a digital SACN publication. SACN and SACPLAN will contact the shortlisted entrants in this regard.

10. WINNER NOTIFICATION:

After an Entry is selected as a potential winner, the Entrant that submitted the selected Entry will be notified via telephone and/or email. Therefore, Entrants are required to provide valid full name, email address, and phone number upon submission of an Entry. If any prize notification is returned as undeliverable, if the selected winner fails to respond by the required deadline, if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected.

11. PRIZE CONDITIONS:

Prize is cash. Prize is non-assignable or transferable. No substitution is permitted. No exchange or substitution of prize. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. All specifics of the Prize will be at Sponsor's sole discretion.

Winners acknowledge that Sponsors and all other businesses affiliated with this Competition and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

12. LIMITATIONS OF LIABILITY:

Sponsors and their agents are not responsible for any incorrect or inaccurate information, whether caused by Competition Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; any computer, online, telephone or technical malfunctions, delays or human errors that occur in the processing, transmission or receipt of Entries; or for inaccurate transcription of Entry information; or for Entries that are stolen, misdirected, garbled, lost or delayed by computer transmissions; or any injury or damage to persons or property, including but not limited to Entrants' computers, hardware and/or software, which may be caused directly or indirectly, in whole or in part, from Entrants' participation in the Competition or receipt, redemption or use of any prize.

If, for any reason, the Competition is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes beyond the control of Sponsors, Sponsors reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition.

Sponsors also reserve the right in their sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the Entry process or the operation of the Competition, and Sponsors may prosecute or seek other legal redress against anyone suspected of engaging in these acts.

Sponsors reserve the right to disqualify any Entry at any time during the Competitions Period that may be found ineligible.

By participating in the Competition, Entrants agree to be bound by these Official Rules, including all eligibility requirements, and agree to be bound by the decisions of the Sponsors, which are final and binding in all matters relating to the Competition.

Failure to comply with these Official Rules may result in disqualification. Incomplete, corrupted or untimely Entries or any Entry generated by a script, macro or other automated means are void and will be disqualified.

Sponsors and their agencies are not responsible for incomplete, corrupted or untimely Entries or for incomplete, lost, interrupted or unavailable network, server or other connections, miscommunications, computer or software malfunctions or telephone transmission problems or technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise.

Proof of sending or submission will not be deemed to be proof of receipt by Sponsors.

Sponsor's database clock will be the official timekeeper for this Competition.

Sponsors, their affiliate companies, parents, subsidiaries, officers, directors and

agents are not responsible for any incorrect or inaccurate information, including, without limitation, programming associated with or utilized in the Competition (e.g. mailing services) or by any technical or human error which may occur in the processing of submissions in the Competition. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries.

Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrants or to any other person's computer related to or resulting from participating or downloading materials in this Competition.

If, for any reason, the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsors, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Sponsors may, in their sole discretion, void any suspect Entries and (a) cancel, modify or terminate the Competition (or any portion thereof); (b) modify the Competition or suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (c) award the prizes from among the eligible, non-suspect Entries received up to the time of the impairment.

Sponsors are not responsible if the Competition cannot be implemented or prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. All federal, state, local and municipal laws and regulations apply.

Any attempt by an Entrant to deliberately damage any Websites or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws, and should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law.

By entering this Competition, participants agree that Sponsors shall be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Competition or acceptance of or use of or inability to use the prize or parts thereof, including, without limitation, claims, suits, injuries, losses and damages related to personal injuries,

death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

Winner releases Sponsors from any and all liability and responsibility with respect to the prize (including any property loss, damage, personal injury or death). Winner acknowledges that Sponsors have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact.

13. LEGAL WARNING:

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR INTERFERE WITH THE OPERATION OF THE COMPETITION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

14. APPLICABLE LAWS AND JURISDICTION:

This Competition is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by and interpreted under the laws of South Africa, without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Competition shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in South Africa. Should there be a conflict between the laws of the South Africa, and any other laws, the conflict will be resolved in favour of the laws of the South Africa. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Competition and shall not include any indirect, punitive, incidental and/or consequential damages.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS COMPETITION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

15. ENTRANTS PERSONAL INFORMATION:

Personal information collected from Entrants is subject to Sponsor's privacy policy.

SACN and SACPLAN will collect and use the Entrant's personal information (the "Data") in order to conduct the Competition and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Competition. In processing the Data, SACN and SACPLAN may transfer it to countries which may not afford the same level of data protection as your country of residence. However, in all cases, SACN and SACPLAN undertake to collect, process, store, save and transfer the Data in compliance with relevant data protection legislation in force from time to time. By entering the Competition and providing the Data the Entrant authorizes SACN and SACPLAN to collect and process the Data in this manner.

By entering the Competition and providing the Data the Entrant authorizes SACN and SACPLAN to retain and use the Data for purposes of advertising, promotion and publicity (including posting on SACN and SACPLAN online platforms and publications) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Such use of Data will always be with express credit to the Entrant.

16. SPONSOR:

The Promoters of the Competition are:

South African Cities Network (SACN)

16 Floor

158 Civic Boulevard

Braamfontein

JHB

2001

South African Council for Planners (SACPLAN)

1st Floor, Block G

Business International Gateway

Corner New Road, 6th Rd

Midrand

1685

17. COMPETITION ADMINISTRATOR:

South African Cities Network (SACN) and The South African Council for Planners (SACPLAN). All decisions of the Sponsors and Competition Administrators regarding the selection of winners and all other aspects of the Competition shall be final and binding in all respects.