



2026 South Africa MedTech Innovation Challenge

Competition Terms and Conditions

IMPORTANT: These Terms and Conditions constitute a legally binding agreement between the entrant and the Competition Organisers and Competition Partners. By submitting an entry, each entrant acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.

1. DEFINITIONS

1.1 In these Terms and Conditions, unless the context indicates otherwise:

- **“Challenge”** means the 2026 South Africa MedTech Innovation Challenge.
- **“Applicant” or “Entrant”** means any eligible individual, team, institution or entity submitting an application.
- **“Organisers and Competition Partners”** means the Council for Scientific and Industrial Research (CSIR), acting through The Innovation Bridge Platform, together with the Department of Science, Technology and Innovation (DSTI) and supporting challenge partners.
- **“Competition Partners”** means participating organisations involved in the Challenge including, but not limited to, DSTI, MDMSA, WCMDC, SALDA, SAMED, MedTech Master Plan representatives, UCT MedTech Labs and other supporting stakeholders.
- **“Entry”** means all information, documentation, presentations, prototypes, demonstrations, videos and other materials submitted by an Applicant.
- **“TRL”** means Technology Readiness Level.
- **“Prize”** means the cash award and any associated support provided to winners.



- **“Website”** means www.satechchallenge.co.za or any replacement website designated by the Organisers and Competition Partners.

Unless the context indicates otherwise:

1.2 words importing:

1.2.1 the singular shall include the plural and vice versa;

1.2.2 any one gender shall include the other genders; and

1.2.3 natural persons shall include juristic persons and vice versa.

1.3 any reference to a statute, regulation or other legislation shall include any amendment, consolidation, replacement or re-enactment thereof from time to time and any subordinate legislation made thereunder.

1.4 any reference to a person shall include that person's successors-in-title, permitted assigns, legal representatives and, where applicable, authorised agents.

1.5 references to clauses, schedules or annexures are references to clauses of, and schedules or annexures to, these Terms and Conditions unless otherwise stated.

1.6 the headings to clauses are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

1.7 where any number of days is prescribed, such number shall be calculated by excluding the first day and including the last day, unless the last day falls on a Saturday, Sunday or official public holiday in the Republic of South Africa, in which event the last day shall be the next Business Day.

1.8 where any obligation is required to be performed on a Business Day, such obligation shall be performed during normal business hours in the Republic of South Africa.

1.9 any reference to "including", "include", "in particular" or similar expressions shall be interpreted as meaning "including, without limitation".

1.10 any reference to "written", "in writing" or "writing" shall include electronic communications capable of being retained and reproduced in accordance with applicable law, unless expressly stated otherwise.



1.11 no provision of these Terms and Conditions shall be interpreted against the Organisers and Competition Partners solely because the Organisers and Competition Partners prepared or drafted these Terms and Conditions.

1.12 where any provision confers a discretion upon the Organisers and Competition Partners, such discretion shall be exercised reasonably, in good faith and in a manner consistent with the objectives of the Challenge and applicable law.

1.13 if any provision of these Terms and Conditions is inconsistent with any applicable law, such provision shall, to the extent of the inconsistency, be interpreted or applied in a manner that gives effect to the applicable law while preserving the validity and enforceability of the remaining provisions.

2. PROMOTER

The Challenge is administered by the Council for Scientific and Industrial Research (CSIR) through The Innovation Bridge Platform and funded by the Department of Science, Technology and Innovation (DSTI).

2.1 Legal Identity of the Organiser

The 2026 South Africa MedTech Innovation Challenge is administered by:

Council for Scientific and Industrial Research (CSIR)

A statutory scientific research council established in terms of the Scientific Research Council Act 46 of 1988.

Physical Address:

CSIR International Convention Centre
Meiring Naudé Road
Brummeria
Pretoria
0184
South Africa



Postal Address:

PO Box 395
Pretoria
0001
South Africa

2.2 Challenge Administration

The Challenge is administered on behalf of the Department of Science, Technology and Innovation (DSTI) through the CSIR Innovation Bridge Platform.

Competition Website:

www.satechchallenge.co.za

General Enquiries:

info@satechchallenge.co.za

Competition Administration Contact:

Council for Scientific and Industrial Research (CSIR), Email: info@satechchallenge.co.za

2.3 Complaints and Dispute Contact

Any complaint relating to the administration of the Challenge, eligibility decisions, communication processes, procedural fairness, or alleged breaches of these Terms and Conditions must be submitted in writing to:

Competition Complaints Officer

Council for Scientific and Industrial Research (CSIR)

Email: complaints@satechchallenge.co.za

A complaint must:

- Be submitted in writing;
- Clearly identify the complainant;



- Include the organisation or team name;
- Describe the complaint in sufficient detail;
- Include any supporting documents or evidence; and
- Be submitted within ten (10) business days of the event giving rise to the complaint.

The Organiser will acknowledge receipt of the complaint within five (5) business days and will endeavour to provide a written response within fifteen (15) business days.

Where a complaint cannot be resolved through the complaints process, the matter shall proceed in accordance with the dispute resolution provisions set out in Section 20 of these Terms and Conditions.

2.4 Service of Notices

All notices required under these Terms and Conditions shall be delivered by email or registered mail to the addresses specified by the parties.

The Organiser's address for legal notices shall be:

The Legal Counsel

Council for Scientific and Industrial Research (CSIR)

Meiring Naudé Road

Brummeria

Pretoria

0184

South Africa

Email: legal@csir.co.za

A notice sent by email shall be deemed received on the first business day following successful transmission, unless proven otherwise



2.5. OFFICIAL COMMUNICATION CHANNELS

2.5.1 Official Competition Channels

The following are the only official communication channels for the Challenge:

Competition Website

www.satechchallenge.co.za

Official Competition Email Address

info@satechchallenge.co.za

Competition Complaints Email Address

complaints@satechchallenge.co.za

CSIR Physical Address

Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road
Brummeria
Pretoria
0184
South Africa

Any additional communication channels designated by the Organisers and Competition Partners shall be published on the Competition Website.

2.5.2 Reliance on Official Communications

Applicants shall rely only on information communicated through the official channels specified in these Terms and Conditions or subsequently published on the Competition Website.

The Organisers and Competition Partners shall not be bound by any statement, representation, promise, advice or information provided through unofficial channels or by persons not expressly authorised to act on behalf of the Organisers and Competition Partners.



2.5.3 Unofficial Communications

The following shall not constitute official communications unless expressly confirmed through an official channel:

- Social media comments or direct messages;
- Media reports;
- Informal discussions;
- Conference presentations;
- Third-party websites;
- Statements by sponsors, stakeholders, partners, judges or mentors acting in a personal capacity;
- Online forums or discussion platforms; or
- Communications from other Applicants.

Applicants rely on such information at their own risk.

2.5.4 Notices to Applicants

Where these Terms and Conditions require the Organisers and Competition Partners to notify Applicants, notice may be provided through one or more of the following methods:

- Publication on the Competition Website;
- Email to the address provided in the application;
- Communication through the online application platform;
- SMS, WhatsApp or other electronic messaging service;
- Courier or registered post; or
- Any other contact method provided by the Applicant.



2.5.5 Applicant Contact Details

Applicants must ensure that their contact details remain accurate and up to date throughout the Competition.

Any changes to contact information must be communicated promptly to the Organisers and Competition Partners through an official communication channel.

The Organisers and Competition Partners shall not be responsible for missed notifications resulting from incorrect, incomplete or outdated contact details supplied by an Applicant.

2.5.6 Deemed Receipt of Notices

Unless the contrary is proven:

- An email shall be deemed received on the first Business Day following successful transmission;
- An SMS, WhatsApp or electronic message shall be deemed received on the date of transmission;
- A notice published on the Competition Website shall be deemed received on the date of publication; and
- A couriered or registered postal notice shall be deemed received five (5) Business Days after dispatch.

2.5.7 Fraud Prevention

The Organisers and Competition Partners may require Applicants to verify their identity before acting upon any communication relating to:

- Withdrawal of an application;
- Changes to banking details;
- Acceptance of a Prize;



- Changes to authorised representatives; or
- Any matter with legal or financial implications.

The Organisers and Competition Partners reserve the right to refuse instructions received through unofficial channels or from unauthorised persons.

3. COMPETITION PERIOD

3.1 The Challenge opens on **11 August 2026**.

3.2 The closing date for applications is **25 September 2026 at 23:59 South African Standard Time (SAST)**.

3.3 Late, incomplete, corrupted or incorrectly submitted applications will not be accepted.

3.4 The Organisers and Competition Partners reserve the right to extend, shorten, suspend or cancel the competition period at their sole discretion.

4. ELIGIBILITY

4.1 The Challenge is open only to legal entities and research groups operating in South Africa, including:

- Small, Medium and Large Enterprises registered in South Africa;
- University-based research teams and innovators;
- Science Council research teams and innovators; and
- Academic research laboratories.

4.2 Applicants must be able to demonstrate ownership of, or legal rights to use, the technology or innovation submitted.

4.3 Applicants must provide all documentation requested by the Organisers and Competition Partners, including any documentation required for verification purposes.



4.4 Employees, contractors or immediate family members directly involved in the administration or adjudication of the Challenge may not participate.

4.5 Joint ventures, consortiums and collaborative teams may apply, provided one entity is designated as the lead applicant.

4.6 Applicants must comply with all applicable South African laws and regulations.

4.7 Multiple Entries Prohibited

Each Applicant may submit **one (1) entry only** to the Challenge.

For purposes of this clause:

- A company, institution, university, science council, academic laboratory, consortium, joint venture or other legal entity shall be regarded as a single Applicant.
- An Applicant may not submit the same innovation, technology, product, project or substantially similar product/technology more than once.
- An Applicant may not submit entries in multiple Categories or Tracks for the same innovation or substantially similar innovation.
- An individual may not participate in, contribute to, or be listed as a principal team member on more than one application relating to substantially the same innovation, product or technology.

Where the Organisers and Competition Partners determine that multiple entries have been submitted by the same Applicant or relate to substantially the same innovation, project, technology or product , the Organisers and Competition Partners may, in their sole discretion:

- Reject all duplicate entries;
- Require the Applicant to select a single entry for consideration;
- Consolidate multiple entries into a single application; or
- Disqualify the Applicant from the Challenge.



The Organisers and Competition Partners' determination regarding whether entries are duplicated, substantially similar or submitted by related parties shall be final and binding.

For avoidance of doubt, an Applicant may not seek to circumvent this restriction through:

- Related entities;
- Subsidiaries or affiliates;
- Different team compositions;
- Multiple principal investigators;
- Separate divisions or business units; or
- Any other arrangement intended to secure multiple opportunities to compete for prizes relating to the same innovation.

Any breach of this clause may result in disqualification at any stage of the Challenge, including after winner selection but prior to payment of Prize funds.

4.8 No Entry Fee

Participation in the Challenge is free of charge.

The Organisers and Competition Partners shall not charge any application fee, registration fee, administration fee, judging fee or any other fee for entering or participating in the Challenge.

Applicants shall be responsible for their own costs associated with participation in the Challenge, including but not limited to:

- Internet access costs;
- Data charges;
- Transmission costs;
- Telephone charges;



- Printing and copying costs;
- Courier or postage costs;
- Travel and accommodation expenses;
- Costs associated with preparing submissions, prototypes or presentations; and
- Any other expenses incurred by the Applicant in connection with the Challenge.

No such costs shall be reimbursed by the Organisers and Competition Partners unless expressly agreed in writing.

Participation in the Challenge is not conditional upon the purchase of any goods or services from the Organisers and Competition Partners, Competition Partners or any third party.

The Organisers and Competition Partners shall not derive any revenue from the submission of applications, save for ordinary network, transmission or service charges payable by Applicants to their own telecommunications, internet or service providers, over which the Organisers and Competition Partners have no control and from which the Organisers and Competition Partners derive no benefit.

5. CHALLENGE CATEGORIES

Applications may be submitted under one of the following categories:

Category A: Innovation or Research (TRL 4–7)

- TRL 4 – Proof of concept and safety of candidate devices, systems or therapeutics demonstrated in a defined laboratory or animal models.
- TRL 5 – Review by the regulatory body to determine that the clinical investigation may begin. Preliminary findings should suggest the device or therapeutic will be substantially equivalent to a predicate device or therapeutic.
- TRL 6 – Data from the initial clinical investigation demonstrate that the device or therapeutic meets safety requirements and supports proceeding to clinical safety and effectiveness trials.



- TRL 7 – The information and data demonstrate substantial equivalence to a predicate device or therapeutic and safe use in an operational environment.

Category B: Innovation or Research (TRL 8–9)

- TRL 8 – Investigation of final Class III prototype in clinical trials.
- TRL 9 – Production and distribution, with additional post-marketing studies and surveillance as required.

Applicants are responsible for ensuring that the submitted product/ technology is entered under the appropriate category.

The Organisers and Competition Partners reserve the right to reclassify applications where appropriate.

6. CHALLENGE TRACKS

Applicants must identify the primary track most relevant to their product/solution:

Track 1: Diagnostics/Therapeutics and Devices – From Mechanical to Smart Systems

Track 2: AI-Enabled Care and Triage – Intelligent Pre-Analysis

Track 3: Secure Workflow and Referral – Connected Clinical Pathways

The Organisers and Competition Partners reserve the right to move applications between tracks where necessary for fair adjudication.

7. APPLICATION REQUIREMENTS

7.1 Applications must be submitted through the official Challenge website.

7.2 Applicants must provide truthful, complete and accurate information.

7.3 Supporting documents may include but are not limited to:

- Company registration documents;
- Tax compliance documentation;



- Proof of institutional affiliation;
- Proof of university or institutional approval where applicable;
- Technical documentation;
- Prototype evidence;
- Regulatory information;
- Intellectual property information;
- Any other documentation requested by the Organisers and Competition Partners.

7.4 The Organisers and Competition Partners reserve the right to verify any information provided.

7.5 Applicants who provide false, misleading or fraudulent information may be disqualified immediately.

8. SELECTION PROCESS

8.1 The Challenge will be conducted through a multi-stage evaluation process.

8.2 Applications will undergo:

Stage 1: Eligibility and document verification.

Stage 2: Technical and functional assessment.

Stage 3: Final presentations and adjudication.

8.3 Judging decisions are final and binding.

8.4 No correspondence regarding judging outcomes will be entered into.

8.5 The Organisers and Competition Partners may appoint independent reviewers, technical experts and adjudicators.



8.6. Voluntary Withdrawal Prior to Judging

An Applicant may withdraw its application from the Challenge at any time before the commencement of Stage 2 Technical Evaluation by submitting a written notice of withdrawal to the Organisers and Competition Partners.

The withdrawal request must:

- Be submitted by the authorised applicant or designated primary contact person;
- Be submitted in writing by email to the official Challenge contact address;
- Clearly identify the application reference number and project title; and
- State that the Applicant wishes to withdraw its application.

Upon confirmation by the Organisers and Competition Partners, the application shall be removed from further consideration.

8.7 Withdrawal After Shortlisting

Where an Applicant has been shortlisted for Stage 2 or Stage 3, the Applicant may still withdraw from the Challenge by providing written notice to the Organisers and Competition Partners.

The Organisers and Competition Partners reserve the right to:

- Retain records already submitted for audit and governance purposes;
- Continue administrative processing required for reporting obligations;
- Replace the withdrawn Applicant with an alternate shortlisted Applicant; and
- Publish aggregated statistical information that does not identify the Applicant.



8.8 Restriction After Winner Selection

Once an Applicant has been formally selected as one of the six (6) Winners and notified of the award, withdrawal shall be treated as a refusal of the Prize and the provisions relating to forfeiture and Reserve Winners shall apply.

Any Prize declined following winner notification may be reallocated in accordance with Section 10.24 (Reserve Winners and Reallocation of Prizes).

8.9 Intellectual Property and Submitted Information

Withdrawal from the Challenge shall not affect:

- The Applicant's ownership of its intellectual property;
- Any confidentiality obligations contained in these Terms and Conditions;
- Any rights already granted to the Organisers and Competition Partners for evaluation purposes; or
- The Organisers and Competition Partners' obligation to retain records as required by law, audit requirements, public-sector governance obligations or funding conditions.

8.10 No Refund or Compensation

An Applicant who withdraws from the Challenge shall not be entitled to any compensation, reimbursement of costs, damages or other payment arising from its participation or withdrawal.

The Organisers and Competition Partners shall not be liable for any costs incurred by an Applicant in preparing, submitting or presenting an application, irrespective of whether the application is subsequently withdrawn.

8.11 Confirmation of Withdrawal

The Organisers and Competition Partners shall acknowledge receipt of a withdrawal notice within five (5) business days.



A withdrawal shall only become effective once written confirmation has been issued by the Organisers and Competition Partners.

8.12 Organiser's Right to Retain Records

Notwithstanding any withdrawal, the Organisers and Competition Partners may retain:

- Application forms;
- Verification documents;
- Correspondence;
- Evaluation records;
- Audit records; and
- Other competition-related documentation,

for the duration required by applicable law, government record-retention requirements, audit obligations, funding agreements and internal governance policies.

9. JUDGING CRITERIA

Applications will be assessed according to the published criteria, including but not limited to:

- Innovation and Value Addition;
- Clinical Utility and Usability;
- Technical Robustness and Security;
- Scalability and Health-System Integration Impact;
- Team Capability; and
- Presentation.



The Organisers and Competition Partners reserve the right to amend assessment methodologies where reasonably necessary.

9.1 Equal Scores

If two or more Applicants achieve the same final score within a Category and the tie affects finalist selection, ranking or prize allocation, the following tie-break procedure shall be applied in the order set out below.

9.2 First Tie-Break Criterion: Innovation and Value Addition

The Applicant with the higher score for **Innovation and Value Addition** shall be ranked higher.

9.3 Second Tie-Break Criterion: Clinical Utility and Usability

If a tie remains after application of Section 9.2, the Applicant with the higher score for **Clinical Utility and Usability** shall be ranked higher.

9.4 Third Tie-Break Criterion: Scalability and Health-System Integration Impact

If a tie remains after application of Sections 9.2 and 9.3, the Applicant with the higher score for **Scalability and Health-System Integration Impact** shall be ranked higher.

9.5 Final Tie-Break Criterion: Unanimous Panel Decision

If a tie still remains after application of the preceding criteria, the adjudication panel shall deliberate and attempt to reach a **unanimous decision** regarding the ranking of the tied Applicants.

In making its determination, the panel may consider:

- Alignment with the objectives of the Challenge;
- Demonstrated potential for impact;
- Evidence supporting the application's claims;
- Readiness for implementation or scale-up; and



- Any other factors contained within the published judging criteria.

The reasons for the decision shall be recorded for governance and audit purposes.

9.6 No Unanimous Decision

If the adjudication panel is unable to reach a unanimous decision, the Chairperson of the adjudication panel shall refer the matter to the Competition Steering Committee, whose decision shall be final and binding.

9.7 Finality

The application of the tie-break procedure and the resulting ranking shall be final and binding and shall not constitute grounds for appeal except in cases of fraud, bad faith or material procedural irregularity.

10. PRIZES

Category A (TRL 4–7)

Placement	Prize
1st Place	R650,000
2nd Place	R350,000
3rd Place	R200,000

Category B (TRL 8–9)

Placement	Prize
1st Place	R1,000,000
2nd Place	R500,000
3rd Place	R300,000

10.1 Prize amounts are gross values and may be subject to applicable taxation and regulatory requirements.



10.2 Payment of prizes shall be subject to successful completion of due diligence, verification and any required contractual arrangements.

10.3 The Organisers and Competition Partners reserve the right to withhold, reduce or recover prizes where fraud, misconduct, misrepresentation or non-compliance is identified.

10.4 Prizes are non-transferable.

10.5 No alternative prize or cash substitute shall be offered except at the Organisers and Competition Partners' discretion.

10.6 Notification of Winners

Successful Applicants ("Winners") will be notified in writing using the contact details provided in their application.

The Organisers and Competition Partners shall not be responsible for any failure to contact a Winner where incorrect, outdated or incomplete contact information has been provided.

10.7 Winner Notification and Prize Claim Procedure

Initial Notification

The Organisers and Competition Partners shall make reasonable efforts to notify each selected Winner using the contact details provided in the application.

Notification may be made through one or more of the following methods:

- Email;
- Telephone call;
- SMS or other electronic messaging service;
- Official correspondence to the Applicant's registered address; or
- Any other communication method specified in the application.



Reasonable Attempts to Contact

The Organisers and Competition Partners shall be deemed to have made reasonable attempts to contact a Winner if they have:

- Sent at least two (2) email communications to the email address provided by the Applicant;
- Made at least two (2) telephone call attempts to the contact number provided by the Applicant; and
- Allowed a minimum period of fourteen (14) calendar days from the date of the first notification attempt for the Winner to respond.

The Organisers and Competition Partners shall not be responsible for unsuccessful notification resulting from:

- Incorrect, incomplete or outdated contact details;
- Spam or email filtering systems;
- Technical communication failures outside the Organisers and Competition Partners' control; or
- Failure by the Applicant to monitor the communication channels provided in its application.

Prize Claim Deadline

A Winner must:

1. Confirm acceptance of the Prize in writing within fourteen (14) calendar days of the first notification; and
2. Submit all required supporting documentation within fourteen (14) calendar days after accepting the Prize, unless the Organisers and Competition Partners grant an extension in writing.

Where additional information or clarification is requested during due diligence, the Winner must provide such information within the timeframe specified by the Organisers and Competition Partners.

Failure to Claim Prize



The Prize shall be deemed forfeited if the Winner:

- Cannot be contacted despite the Organisers and Competition Partners having made reasonable efforts to do so;
- Fails to respond within fourteen (14) calendar days of the first notification attempt;
- Fails to formally accept the Prize within the required period;
- Fails to provide the required documentation within the prescribed timeframes;
- Fails to complete the due diligence process;
- Refuses or fails to enter into any required funding, grant or award agreement; or
- Otherwise becomes ineligible to receive the Prize.

Notification of Reserve Winners

Where a Prize is forfeited, declined, withdrawn or cancelled, the Organisers and Competition Partners may notify the applicable Reserve Winner in accordance with the Reserve Winner provisions contained in Section 10.24.

The Reserve Winner shall be subject to the same notification, acceptance, verification, documentation and due diligence requirements that apply to the original Winner.

Finality

The Organisers and Competition Partners' records regarding notification attempts, correspondence, acceptance periods, deadlines and timeframes shall be prima facie evidence of compliance with this clause unless proven otherwise.

10.8 Method of Notification

The Organisers and Competition Partners shall notify Winners using the contact information submitted in the official application.

Notification may be effected through one or more of the following methods:



- Electronic mail (email);
- Telephone call;
- SMS or text message;
- WhatsApp or similar electronic messaging platform;
- Registered post or courier service; or
- Any other communication channel reasonably available to the Organisers and Competition Partners and provided by the Applicant.

The Organisers and Competition Partners may use multiple methods of communication simultaneously.

10.9 Primary Contact Person

Where an application is submitted on behalf of an organisation, institution, research team, consortium or other entity, notification to the designated primary contact person shall constitute valid notification to the Applicant.

It is the Applicant's responsibility to ensure that all contact information remains accurate and current throughout the Competition.

10.10 Reasonable Attempts to Contact a Winner

The Organisers and Competition Partners shall be deemed to have made reasonable efforts to contact a Winner if they have undertaken all of the following:

Email Communication

- Sent a notification email to the primary email address provided in the application; and
- Sent at least one (1) follow-up email if no response is received within five (5) calendar days.



Telephonic Communication

- Made a minimum of two (2) telephone call attempts on separate business days to the primary contact number provided in the application.

Additional Communication

- Sent at least one (1) SMS, WhatsApp message, or equivalent electronic message to the contact number provided by the Applicant; or
- Sent a communication to any secondary contact person listed in the application.

The Organiser shall maintain records of all communication attempts for audit and governance purposes.

10.11 Notification Period

A Winner shall be deemed to have been notified on the earliest of:

- The date a written acknowledgement of receipt is received from the Winner;
- The date an email notification is successfully transmitted without delivery failure notification;
- The date a telephone conversation takes place with the Winner or authorised representative; or
- Five (5) calendar days after the first notification is issued by the Organisers and Competition Partners.

10.12 Deadline for Acceptance

The Winner must provide written acceptance of the Prize within fourteen (14) calendar days of the notification date.

Written acceptance may be delivered by:

- Email;
- Electronic signature platform;
- Signed acceptance letter; or



- Any other written method approved by the Organisers and Competition Partners.

10.13 Failure to Respond

A Prize shall be deemed forfeited where:

- The Winner fails to respond within fourteen (14) calendar days of notification;
- The Winner cannot be contacted despite the Organisers and Competition Partners having made the reasonable contact attempts described above;
- The Winner expressly declines the Prize; or
- The Winner fails to satisfy any of the Prize acceptance requirements contained in these Terms and Conditions.

10.14 Contact Information Responsibility

The Organisers and Competition Partners shall not be responsible for unsuccessful communication arising from:

- Incorrect contact details;
- Outdated contact details;
- Spam filters or email security systems;
- Failure by the Applicant to monitor communications;
- Network failures;
- Technical issues outside the Organisers and Competition Partners' control; or
- Any act or omission of the Applicant.

10.15 Escalation to Reserve Winner

Where a Winner forfeits, declines or is unable to claim the Prize, the Organisers and Competition Partners may immediately initiate the Reserve Winner procedure set out in Section 10.24



10.16 Acceptance of Prize

A Winner must formally accept the Prize in writing within **fourteen (14) calendar days** of receiving notification of the award.

Failure to provide written acceptance within the prescribed period may result in forfeiture of the Prize, and the Organisers and Competition Partners reserve the right to award the Prize to an alternative Applicant.

10.17 Documentation Required

Within **fourteen (14) calendar days** of accepting the Prize, Winners must submit the following documents and information as applicable:

For Registered Companies

- Certificate of Incorporation or CIPC Registration Documents;
- Current Company Registration Details;
- Tax Reference Number;
- Valid Tax Compliance Status Pin issued by SARS;
- VAT Registration Certificate (where applicable);
- Certified copies of identity documents of authorised signatories;
- Proof of banking details issued by the banking institution and not older than three (3) months;
- Shareholding and beneficial ownership information upon request;
- B-BBEE Certificate or Affidavit (if applicable);
- Proof of physical business address.

For Universities, Science Councils and Research Institutions

- Letter confirming institutional support and authority to receive funds;



- Institutional banking details;
- Tax exemption or tax registration documentation, where applicable;
- Proof of authority of the authorised institutional representative;
- Any internal approvals required by the institution.

For Consortia or Joint Ventures

- Consortium or collaboration agreement;
- Details of the lead applicant;
- Written confirmation of the lead organization details as per below to enable prize payment;
 - Certificate of Incorporation or CIPC Registration Documents;
 - Current Company Registration Details;
 - Tax Reference Number;
 - Valid Tax Compliance Status Pin issued by SARS;
 - VAT Registration Certificate (where applicable);
 - Certified copies of identity documents of authorised signatories;
 - Proof of banking details issued by the banking institution and not older than three (3) months
- Authority for the lead applicant to act on behalf of all participating parties.

10.18 Due Diligence and Verification

Payment of any Prize shall be conditional upon the successful completion of a due diligence process conducted by the Organisers and Competition Partners.

The due diligence process may include verification of:



- Legal status and registration;
- Tax compliance;
- Banking details;
- Ownership of intellectual property;
- Technology Readiness Level claims;
- Regulatory approvals and certifications;
- Financial standing;
- Litigation, insolvency or business rescue proceedings;
- Sanctions, fraud, corruption or misconduct checks; and
- Any other matters reasonably required by the Organisers and Competition Partners.

The Organisers and Competition Partners reserve the right to request additional documentation and supporting evidence during the verification process.

10.19 Funding Agreement

Prior to payment of any Prize monies, each Winner shall be required to enter into a written funding, grant or award agreement with the Organisers and Competition Partners, where applicable.

The agreement may include provisions relating to:

- Use of awarded funds;
- Reporting requirements;
- Project milestones and deliverables;
- Monitoring and evaluation;
- Intellectual property (please note that sharing of IP rights will not be requested/required);



- Publicity obligations;
- Compliance with applicable laws and regulations;
- Audit requirements; and
- Repayment obligations in the event of fraud, material misrepresentation, or material breach.

Failure to sign the required agreement within the timeframe specified by the Organisers and Competition Partners may result in forfeiture of the Prize.

10.20 Banking and Payment Requirements

Prize payments will only be made into a South African bank account held in the name of the institution identified in the application.

No payments will be made:

- To third-party accounts;
- To personal accounts where the Applicant is a registered entity;
- In cash; or
- Outside the Republic of South Africa without prior written approval of the Organisers and Competition Partners.

The Organisers and Competition Partners may require independent verification of banking details before payment is released.

10.21 Tax Obligations

Winners are solely responsible for determining and complying with any tax obligations arising from receipt of a Prize.

The Organisers and Competition Partners may withhold payment where required by law or where mandatory tax documentation has not been provided.



10.22 Failure to Meet Requirements

The Organisers and Competition Partners reserve the right to withdraw, suspend or cancel a Prize award where a Winner:

- Fails to provide the required documentation within the prescribed timeframes;
- Fails any due diligence or verification process;
- Refuses to sign the required funding agreement;
- Provides false, misleading or incomplete information;
- Becomes insolvent, enters business rescue, liquidation or administration proceedings; or
- Is found to have breached these Terms and Conditions.

10.23 Payment Timeline

Subject to successful completion of all verification, due diligence and contractual requirements, the Organisers and Competition Partners will endeavour to process Prize payments within **forty-five (45) days** after all required documentation has been received and approved.

The Organisers and Competition Partners shall not be liable for delays arising from incomplete documentation, banking verification processes, institutional approval requirements or circumstances beyond their reasonable control.

10.24 Reserve Winners and Reallocation of Prizes

The Organisers and Competition Partners reserve the right to designate one or more **Reserve Winners** in each Competition Category and prize position.

A Reserve Winner may be selected based on the final adjudication rankings and shall be eligible to receive a Prize if an originally selected Winner:

- Declines or refuses to accept the Prize;
- Fails to accept the Prize within the prescribed acceptance period;



- Fails to submit the required documentation within the prescribed timeframes;
- Fails any due diligence, verification or compliance assessment;
- Refuses or fails to sign any required funding, grant or award agreement;
- Becomes legally incapable of accepting the Prize;
- Is wound up, liquidated, placed under business rescue, dissolved or otherwise ceases to operate;
- Is found to have provided false, misleading or incomplete information;
- Is disqualified for any reason under these Terms and Conditions; or
- Is otherwise unable or unwilling to satisfy the requirements for receipt of the Prize.

Where a Prize becomes available for reallocation, the Organisers and Competition Partners may offer the Prize to the highest-ranked eligible Reserve Winner in the relevant Category and placing, subject to completion of all verification, due diligence and contractual requirements.

A Reserve Winner shall have **fourteen (14) calendar days** from the date of notification to accept the Prize and comply with the Organisers and Competition Partners' requirements, unless a different period is specified in writing.

The selection and appointment of Reserve Winners shall be at the sole discretion of the Organisers and Competition Partners and the adjudication panel, whose decision shall be final and binding.

If no eligible Reserve Winner is available or meets the requirements for award of the Prize, the Organisers and Competition Partners reserve the right:

- Not to award the Prize;
- To reallocate the Prize within the same Category;
- To combine, defer or withdraw the Prize; or
- To apply the Prize funds for other purposes consistent with the objectives of the Challenge and applicable funding requirements.



No Applicant shall have any claim against the Organisers and Competition Partners arising from the selection or non-selection of a Reserve Winner or from any decision to withdraw, reallocate or not award a Prize.

10.25 Winner's Tax Responsibility

Unless otherwise required by law or expressly agreed in writing, each Winner shall be solely responsible for:

- Determining the tax consequences arising from receipt of any Prize, grant, award or related benefit;
- Obtaining independent tax advice where necessary;
- Registering for any applicable taxes;
- Paying all taxes, duties, levies, charges, penalties or interest imposed by any competent authority; and
- Complying with all tax filing and reporting obligations applicable to the Winner.

The Organisers and Competition Partners do not provide tax, accounting or legal advice and make no representation regarding the tax treatment of any Prize.

10.26 Tax Documentation

Prior to the release of Prize funds, Winners must provide all tax-related documentation reasonably required by the Organisers and Competition Partners, including but not limited to:

- Tax Reference Number;
- SARS Tax Compliance Status (TCS) PIN or equivalent confirmation of tax compliance;
- VAT Registration Number and certificate (where applicable);
- Tax exemption confirmation (where applicable); and
- Any other documentation reasonably required for audit, regulatory or statutory compliance purposes.



Failure to provide required documentation may delay or prevent payment of the Prize.

10.27 Organiser Reporting Obligations

The Organisers and Competition Partners reserve the right to:

- Record and report Prize payments in accordance with applicable legislation;
- Disclose information relating to Prize payments to auditors, regulators, government departments and tax authorities where legally required;
- Retain records relating to Prize awards for statutory, audit and governance purposes; and
- Comply with any reporting requirements imposed by the Department of Science, Technology and Innovation, the CSIR, SARS or any other competent authority.

10.28 Statutory Withholding

Where any law requires the Organisers and Competition Partners to withhold, deduct or remit any tax, levy or statutory charge before payment of a Prize, the Organisers and Competition Partners shall be entitled to:

- Make such deduction or withholding;
- Pay the relevant amount to the appropriate authority; and
- Pay only the net amount owing to the Winner.

The Winner shall have no claim against the Organisers and Competition Partners arising from any deduction or withholding made in compliance with legal obligations.

10.29 Institutional Applicants

Where a Prize is awarded to a university, science council, research institution, academic laboratory, public entity or other organisation, the receiving institution shall be responsible for:

- Ensuring compliance with its own tax obligations;



- Receiving and accounting for Prize funds in accordance with its internal financial controls;
- Meeting any statutory reporting requirements applicable to such institution; and
- Managing downstream payments, allocations or distributions to team members, researchers or collaborators in compliance with applicable laws and institutional policies.

The Organisers and Competition Partners shall have no responsibility for the tax consequences of any subsequent distribution of Prize funds by the receiving institution.

10.30 Audit and Verification

The Organisers and Competition Partners may require Winners to provide additional financial, tax or compliance information for the purposes of:

- Due diligence;
- Financial verification;
- Internal audit;
- External audit;
- Government reporting; or
- Regulatory compliance.

Winners shall cooperate reasonably with such requests.

10.31 Survival

The obligations contained in this clause shall survive the payment of the Prize and the conclusion of the Challenge to the extent required by applicable law, audit requirements or regulatory obligations

10.32 Prize Awarded to Applicant

All Prizes shall be awarded exclusively to the Applicant identified in the official application and approved during the verification process.



The Organisers and Competition Partners shall have no obligation to make payments to individual team members, students, researchers, academics, inventors, commercial partners, collaborators, subcontractors or any third party associated with the Applicant.

10.33 University and Research Institution Applications

Where the Applicant is:

- A university;
- A science council;
- An academic research laboratory;
- A public research institution; or
- Any other institution acting on behalf of a research team,

the Prize shall be paid directly to the institution's designated bank account and not to individual academics, researchers, students, inventors or project team members.

The institution shall be solely responsible for:

- Managing the Prize funds;
- Applying its internal financial and governance policies;
- Determining how funds are allocated to the project;
- Managing payments to team members where permitted;
- Complying with intellectual property policies;
- Complying with student funding rules;
- Complying with employment obligations; and
- Complying with all applicable laws and institutional policies.



10.34 Student Participation

Students may participate as members of an Applicant team.

However, where the Applicant is a university, academic institution or research laboratory, no student shall acquire an independent right to receive any portion of the Prize solely by virtue of participating in the project.

Any allocation of Prize funds to students shall be governed by:

- The policies of the relevant institution;
- Applicable intellectual property agreements;
- Employment or bursary arrangements; and
- Any separate agreements between the participants.

The Organisers and Competition Partners shall not adjudicate disputes relating to the allocation of Prize funds among team members.

10.35 Commercialisation and Industry Partners

Where a project involves commercial partners, industry collaborators, investors, licence holders, incubators, accelerators or other third parties, the Organisers and Competition Partners shall pay Prize funds only to the Applicant or designated lead entity approved during the application process.

Any distribution of funds between collaborating parties shall be the responsibility of the Applicant and must be governed by written agreements between those parties.

The Organisers and Competition Partners shall not be required to verify, enforce or administer such arrangements.

10.36 Consortium Applications

Where an application is submitted by a consortium or collaboration involving multiple organisations, the application must identify a Lead Applicant authorised to receive Prize funds on behalf of the consortium.

Prior to payment, the Organisers and Competition Partners may require submission of:



- A consortium agreement;
- A collaboration agreement;
- A resolution authorising the Lead Applicant to receive funds; and
- Details of internal fund allocation arrangements.

The Organisers and Competition Partners shall be entitled to rely on such documentation and shall have no liability once payment has been made to the authorised Lead Applicant.

10.37 Internal Allocation Disputes

The Organisers and Competition Partners, the DSTI, the CSIR and Competition Partners shall not be involved in resolving disputes relating to:

- Ownership of intellectual property;
- Inventorship;
- Revenue sharing;
- Student entitlements;
- University benefit sharing;
- Commercialisation proceeds;
- Internal project governance; or
- Allocation of Prize funds among participants.

Any such dispute shall be resolved by the relevant parties in accordance with their contractual arrangements, institutional policies or applicable law.

10.38 Required Declaration

As part of the application process, the Applicant shall declare that:



1. It has obtained all internal approvals required to participate in the Challenge;
2. It is authorised to receive any Prize awarded;
3. All team members have been informed of the Applicant's funding and ownership arrangements;
and
4. The Organisers and Competition Partners shall not be responsible for allocating or distributing Prize funds among participants.

10.39 Recommended Position by Applicant Type

For clarity, Prize payments will ordinarily be made as follows:

Applicant Type	Prize Recipient
Registered Company	Company bank account
University research team	University bank account
Science Council team	Science Council bank account
Academic laboratory	Host institution bank account
Consortium	Approved Lead Applicant bank account
Joint venture	Approved legal entity or Lead Applicant bank account

No Prize shall be paid directly to an individual academic, student, researcher or inventor unless that individual is the registered Applicant and is legally eligible to receive the Prize in accordance with these Terms and Conditions.

11. INTELLECTUAL PROPERTY

- 11.1 All Intellectual Property conceived, created, developed or owned by an Applicant prior to participation in the Challenge, or independently of the Challenge, shall remain vested in the Applicants or the lawful owner thereof for the duration of the Challenge and thereafter. The Submissions or Competition Terms and Conditions shall not be construed to imply a transfer of



ownership, cession, license of Intellectual Property attached to and associated with the Submissions to the Organisers and Competition Partners and the Competition Partners.

11.2 By entering the Challenge, the Applicants grant to the Organisers and Competition Partners and Competition Partners the right to use the Submissions solely for the purpose of the administration of the Challenge and shall not be used for any other purpose, except as far as such use relates solely to the administration of the Challenge. Prior to the receipt of the Submissions by the Organisers and Competition Partners and Competition Partners, Applicants are responsible to ensure sufficient statutory protection for their Intellectual Property associated with their submission.

11.3 The Organisers and Competition Partners and Competition Partners shall not be liable for any loss or damage arising as a result of the lack of sufficient statutory protection for the Intellectual Property belonging to the Applicants. However, the Organisers and Competition Partners and Competition Partners shall be liable, throughout the Challenge, to exercise reasonable care and diligence when dealing with the Submissions and shall not disclose any confidential information belonging to the Applicants to any third party without prior written consent from the Applicants.

11.4 The Organisers and Competition Partners and Competition Partners shall exercise the right granted to them in clause 11.2 as reasonably necessary to successfully administer the Challenge and give effect to these Competition Terms and Conditions.

11.5 Any future collaboration between an Applicant and any Organiser involving research, technology development, incubation, validation, testing, commercialisation, licensing, investment or any other exploitation of the Applicant's Intellectual Property shall be governed exclusively by one or more separate written agreements.

12. CONFIDENTIALITY

12.1 The Organisers and Competition Partners shall use reasonable efforts to protect confidential information submitted by Applicants.

12.2 Applicants should clearly identify information regarded as confidential.



12.3 The Organisers and Competition Partners may disclose information where required by law, court order, audit requirements or governmental oversight obligations.

13. DATA PROTECTION AND PRIVACY

13.1 Personal information will be processed in accordance with the Protection of Personal Information Act, 2013 ("POPIA").

13.2 Applicants consent to the collection, use, storage and processing of personal information for purposes related to the administration of the Challenge.

13.3 Information may be shared with Competition Partners, evaluators, auditors and service providers where necessary for administration of the Challenge.

13.4 Applicants may contact the Organisers and Competition Partners regarding data protection queries through official Challenge communication channels.

14. PUBLICITY

14.1 Finalists and winners agree that the Organisers and Competition Partners may publish:

- Names of applicants;
- Team member names;
- Institution or company names;
- Project descriptions;
- Photographs;
- Videos; and
- Competition outcomes.

14.2 Such publicity may be used without additional compensation.



14.3 Applicants may be requested to participate in media and promotional activities associated with the Challenge.

14.4 Announcement of Winners

Notwithstanding any refusal of publicity consent, the Organisers and Competition Partners may publish the following information for the limited purpose of announcing competition results and maintaining transparency of the Challenge:

- Name of the winning organisation, institution or entity;
- Title of the winning innovation or project;
- Competition category and ranking achieved;
- Province and country of operation; and
- Prize awarded.

The Organisers and Competition Partners shall not publish personal information beyond what is reasonably necessary for these purposes.

Additionally, a representative of each Winner will be required to attend the Science Forum South Africa timeslot allocated to the awarding of prizes to winners between 2 – 4 December 2026 at the CSIR ICC. Final date and time will be communicated to Winners in advance.

14.5 Separate Media Consent

Any participation by an Applicant, finalist or Winner in:

- Press releases;
- Media interviews;
- Video recordings;
- Promotional campaigns;



- Marketing activities;
- Case studies;
- Testimonials;
- Website features;
- Social media content; or
- Public events,

shall be subject to a separate written Media and Publicity Consent Form provided by the Organisers and Competition Partners.

14.6 Voluntary Consent

Granting media, publicity or marketing consent is entirely voluntary.

An Applicant, finalist or Winner may refuse to provide media consent or may withdraw previously granted consent at any time by written notice to the Organisers and Competition Partners, subject to any publication already lawfully made prior to receipt of such notice.

14.7 No Impact on Competition Outcome or Prize

Refusal to provide media or publicity consent shall not:

- Affect eligibility for the Challenge;
- Influence adjudication or scoring;
- Affect selection as a finalist or Winner;
- Delay payment of a Prize; or
- Result in forfeiture of any Prize or benefit to which the Applicant is otherwise entitled.



The Organisers and Competition Partners and adjudicators shall not take into account an Applicant's willingness or unwillingness to participate in publicity activities when evaluating applications or determining winners.

14.8 Scope of Consent

Where media consent is granted, the Organisers and Competition Partners may use the approved materials solely for purposes connected with:

- Promotion of the Challenge;
- Reporting to sponsors and stakeholders;
- Public awareness initiatives;
- Innovation ecosystem promotion; and
- Government or institutional communications relating to the objectives of the Challenge.

Any use beyond the scope of the signed consent shall require additional written permission from the relevant individual or organisation.

14.9 Withdrawal of Consent

Consent may be withdrawn at any time upon reasonable written notice to the Organisers and Competition Partners.

Withdrawal of consent shall apply prospectively only and shall not require the Organisers and Competition Partners to recall, delete or destroy materials that were lawfully published, printed, broadcast or distributed before the withdrawal request was received.

14.10 Moral Rights and Attribution

Where promotional materials feature an Applicant's innovation, technology, photographs, videos or other content, the Organisers and Competition Partners shall use reasonable efforts to acknowledge and attribute the relevant Applicant, institution or organisation unless otherwise requested by the Applicant.



15. REPRESENTATIONS AND WARRANTIES

Each Applicant warrants that:

- The submission is original or lawfully used;
- Participation does not infringe any third-party rights;
- Information provided is accurate and complete;
- Required approvals and permissions have been obtained;
- The Applicant has authority to enter the Challenge.

16. DISQUALIFICATION

The Organisers and Competition Partners reserve the right to disqualify any Applicant that:

- Fails to meet eligibility requirements;
- Provides false or misleading information;
- Engages in dishonest, unethical or unlawful conduct;
- Attempts to improperly influence the judging process;
- Breaches these Terms and Conditions; or
- Brings the Challenge or Organisers and Competition Partners into disrepute.

17. LIMITATION OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

IMPORTANT NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT

17.1 Applicant's Attention Drawn to this Clause

The Applicant acknowledges and accepts that this clause limits and excludes obligations, liabilities and legal responsibilities that may otherwise exist on the part of the Organisers and Competition Partners. Applicants are encouraged to read this clause carefully before submitting an application.



17.2 Participation at Own Risk

Participation in the Challenge, including preparation of submissions, attendance at presentations, demonstrations, events, site visits, award ceremonies and related activities, is undertaken entirely at the Applicant's own risk.

17.3 Exclusion of Liability

To the fullest extent permitted by law, the Organisers and Competition Partners, the DSTI, the CSIR, sponsors, adjudicators, employees, contractors, agents and representatives shall not be liable for any:

- Loss of profit;
- Loss of revenue;
- Loss of opportunity;
- Loss of business;
- Loss of anticipated savings;
- Loss of reputation;
- Data loss;
- Loss of intellectual property value;
- Indirect, incidental, punitive, special or consequential damages; or
- Costs arising from participation in the Challenge.

17.4 Competition Administration Risks

The Organisers and Competition Partners shall not be responsible for:

- Lost, delayed, corrupted or incomplete applications;
- Communication failures;



- Website downtime;
- Technology failures;
- Cybersecurity incidents beyond reasonable control;
- Errors caused by third-party service providers; or
- Circumstances that prevent the completion of the Challenge.

17.5 No Guarantee of Funding or Commercial Success

Participation in the Challenge does not guarantee:

- Selection as a finalist;
- Selection as a winner;
- Receipt of funding;
- Investment;
- Commercialisation support;
- Market access;
- Regulatory approval; or
- Commercial success.

17.6 Maximum Liability

To the extent permitted by law, the total liability of the Organisers and Competition Partners arising from the Challenge shall not exceed the value of the Prize, if any, awarded to the affected Applicant.

Nothing in these Terms and Conditions excludes or limits liability where such exclusion or limitation is prohibited by applicable law.



17.7 Indemnity

The Applicant indemnifies and holds harmless the Organisers and Competition Partners, the CSIR, DSTI against claims, losses, damages, liabilities, costs and expenses arising from:

- Breach of these Terms and Conditions;
- Infringement of intellectual property rights;
- Misrepresentation by the Applicant;
- Unlawful conduct of the Applicant; or
- Claims brought by third parties relating to the Applicant's submission.

17.8 Electronic Acceptance

17.8.1 An application shall not be capable of submission unless the Applicant has expressly confirmed, by selecting the designated acknowledgement mechanism on the online application platform, that the Applicant:

17.8.1.1 has read these Terms and Conditions;

17.8.1.2 accepts these Terms and Conditions;

17.8.1.3 specifically acknowledges the limitation of liability, disclaimer and indemnity provisions contained herein; and

17.8.1.4 agrees to be legally bound by these Terms and Conditions.

17.8.2 The Organisers and Competition Partners may retain electronic records evidencing the Applicant's acceptance of these Terms and Conditions, including the date and time of acceptance, the Applicant's identity, Internet Protocol (IP) address or other electronic identifiers, for evidential purposes.

17.9 Confirmation

17.9.1 The Applicant confirms that:



17.9.1.1 it has been afforded a reasonable opportunity to read and understand these Terms and Conditions;

17.9.1.2 its attention has specifically been drawn to the limitation of liability, disclaimer, exclusion of liability, assumption of risk and indemnity provisions contained in these Terms and Conditions;

17.9.1.3 it understands the legal effect of those provisions; and

17.9.1.4 it voluntarily agrees to be bound by those provisions.

17.9.2 The Applicant acknowledges that acceptance of these Terms and Conditions by electronic means constitutes its express agreement to the provisions referred to in this clause.

18. FORCE MAJEURE

The Organisers and Competition Partners shall not be liable for failure or delay in performing obligations where such failure results from events beyond their reasonable control, including but not limited to natural disasters, pandemics, labour disputes, governmental actions, cyber incidents or communication failures.

19. AMENDMENTS

The Organisers and Competition Partners reserve the right to amend these Terms and Conditions at any time.

Updated Terms and Conditions will be published on the Challenge website and shall become effective upon publication.

19.1 Right to Amend

The Organisers and Competition Partners reserve the right to amend, update or clarify these Terms and Conditions where reasonably necessary for:

- The proper administration of the Challenge;
- Compliance with applicable law, regulation or governmental requirements;
- Correction of errors, omissions or ambiguities;



- Protection of the integrity, fairness and security of the Challenge; or
- Circumstances beyond the reasonable control of the Organisers and Competition Partners.

19.2 No Unfair Prejudice

Any amendment shall be made in a manner that is fair, reasonable and proportionate and shall not unfairly prejudice Applicants who have already submitted valid applications.

The Organisers and Competition Partners shall not make amendments that materially alter the fundamental nature of the Challenge, the eligibility criteria, the judging process, or the advertised Prize structure in a manner that disadvantages existing Applicants, except where required by law or circumstances beyond the Organisers and Competition Partners' reasonable control.

19.3 Publication of Amendments

Any amendment to these Terms and Conditions shall be published promptly on the official Challenge website.

The publication date of the amendment shall be clearly indicated and the amended version shall replace all prior versions from its effective date.

19.4 Notification of Material Changes

Where an amendment is considered material, including but not limited to changes affecting:

- Eligibility requirements;
- Application deadlines;
- Prize awards;
- Judging criteria;
- Competition timelines;
- Submission requirements; or



- Applicant obligations,

the Organisers and Competition Partners shall take reasonable steps to notify affected Applicants.

Such notification may be provided by:

- Email to registered Applicants;
- Publication on the Challenge website;
- Publication through official Challenge communication channels; or
- Any combination of these methods.

Failure by an Applicant to receive or read a notification shall not invalidate an amendment where the Organisers and Competition Partners have taken reasonable steps to communicate the change.

19.5 Extension of Time Periods

Where a material amendment may reasonably affect an Applicant's ability to comply with a deadline or submission requirement, the Organisers and Competition Partners may extend the relevant deadline or implement transitional arrangements to minimise prejudice to Applicants.

19.6 Continued Participation

An Applicant's continued participation in the Challenge after publication of an amendment shall constitute acceptance of the amended Terms and Conditions.

Where an Applicant reasonably objects to a material amendment, the Applicant may withdraw its application in accordance with Section 8A (Withdrawal of Applications) without penalty.

19.7 Record of Amendments

The Organisers and Competition Partners shall maintain a record of material amendments and the dates on which such amendments became effective for purposes of transparency, governance and audit compliance.



20. GOVERNING LAW AND JURISDICTION

20.1 These Terms and Conditions shall be governed by the laws of the Republic of South Africa.

20.2 Any dispute arising from or relating to the Challenge shall first be referred to good-faith negotiations between the parties.

20.3 If unresolved, the dispute shall be submitted to mediation and, failing resolution, to the competent courts of South Africa.

20.4 Internal Resolution

In the event of any dispute, disagreement or claim arising out of or in connection with the Challenge, including eligibility, scoring, adjudication procedures, prize allocation, intellectual property matters, or the interpretation of these Terms and Conditions, the affected party must first submit written notice of the dispute to the Organisers and Competition Partners within ten (10) business days of becoming aware of the matter in dispute.

The notice must include:

- A detailed description of the dispute;
- Relevant supporting documentation; and
- The remedy sought.

The Organisers and Competition Partners shall review the dispute and provide a written response within fifteen (15) business days of receipt.

20.5 Good-Faith Negotiation

If the dispute is not resolved through the internal review process, the parties shall attempt to resolve the dispute through good-faith negotiations within twenty (20) business days following the Organisers and Competition Partners' written response.

Representatives of the parties with authority to settle the dispute shall participate in such negotiations.



20.6 Mediation

Should the dispute remain unresolved after the negotiation period, the parties agree to refer the matter to mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or another recognised mediation body agreed by the parties.

The mediation shall:

- Take place in South Africa;
- Be conducted in English;
- Be confidential; and
- Be completed, where reasonably possible, within thirty (30) business days of referral.

The costs of mediation shall be shared equally between the parties unless otherwise agreed during mediation.

20.7 Arbitration

If mediation fails to resolve the dispute within thirty (30) business days of the mediator's appointment, the dispute shall be finally resolved by arbitration administered by AFSA in accordance with its Commercial Arbitration Rules.

The arbitration shall:

- Be conducted by a single arbitrator appointed by AFSA;
- Take place in Pretoria, Gauteng, South Africa, unless otherwise agreed;
- Be conducted in English;
- Be confidential; and



- Result in an award that is final and binding upon the parties.

The arbitrator shall have the authority to award costs, including legal costs, in accordance with applicable law and the circumstances of the dispute.

20.8 Urgent Relief

Nothing in this clause shall prevent any party from approaching a court of competent jurisdiction for urgent interim, interlocutory, or injunctive relief where such relief is necessary to protect that party's rights pending final resolution of the dispute.

20.9 Finality of Competition Decisions

Notwithstanding the provisions above, decisions of the judging panel regarding technical evaluations, scoring, rankings, shortlisting, finalist selection, and winner selection shall be final and binding and shall not be subject to arbitration or appeal, except where an Applicant can demonstrate procedural unfairness, fraud, bad faith, or a material breach of these Terms and Conditions.

20.10 Continued Performance

Pending resolution of any dispute, all parties shall continue to perform their respective obligations under these Terms and Conditions to the extent reasonably possible.

21. ACCEPTANCE

By submitting an application, each Applicant acknowledges and agrees that:

- They have read and understood these Terms and Conditions;
- They are legally authorised to submit the application;
- They agree to comply with all requirements of the Challenge; and
- They accept that all decisions of the Organisers and Competition Partners regarding the Challenge are final and binding.



22. RECORD RETENTION, ACCESS TO RECORDS AND CPA COMPLIANCE

22.1 Retention of Competition Records

The Organisers and Competition Partners shall retain Competition records for such period as may be required by:

- The Consumer Protection Act, 68 of 2008;
- The Protection of Personal Information Act, 4 of 2013;
- The National Archives and Records Service of South Africa Act;
- The Public Finance Management Act, 1 of 1999;
- Applicable funding conditions;
- Audit requirements; and
- Any other applicable law or regulatory requirement.

22.2 Records Maintained

The Organisers and Competition Partners may retain records including but not limited to:

- Competition Terms and Conditions;
- Applications and supporting documentation;
- Verification records;
- Correspondence with Applicants;
- Judging and evaluation records;
- Scoring sheets;
- Tie-break determinations;
- Due diligence records;
- Winner acceptance documentation;
- Funding and grant agreements;
- Payment records;
- Complaints and dispute records;



- Amendment notices; and
- Consents and acknowledgements submitted by Applicants.

22.3 Consumer Protection Act Compliance

The Organisers and Competition Partners shall maintain records relating to the Competition for the period prescribed by applicable legislation, including any periods required under the Consumer Protection Act for transactions, promotions, complaints, investigations, enforcement proceedings or dispute resolution processes.

22.4 Access to Records

Applicants may request access to records containing their personal information in accordance with:

- The Protection of Personal Information Act, 4 of 2013;
- The Promotion of Access to Information Act, 2 of 2000; and
- Any applicable internal procedures of the Organisers and Competition Partners.

Access may be refused where:

- The information relates to another Applicant;
- The information is confidential;
- Legal privilege applies;
- Commercially sensitive information is involved; or
- Disclosure is otherwise prohibited by law.

22.5 Retention Following Withdrawal

Where an Applicant withdraws from the Challenge, the Organisers and Competition Partners may continue to retain all records already submitted where necessary for:

- Audit purposes;
- Fraud prevention;
- Legal compliance;
- Governance requirements;



- Funding obligations;
- Regulatory investigations; or
- Dispute resolution.
- Withdrawal shall not oblige the Organisers and Competition Partners to destroy records where retention is required by law or legitimate operational necessity.

22.6 Competition Register

The Organisers and Competition Partners may maintain a Competition register recording:

- Applications received;
- Shortlisted Applicants;
- Finalists;
- Winners;
- Prize allocations;
- Reserve Winners; and
- Material Competition decisions.
- The register may be used for governance, audit, reporting and compliance purposes.

22.7 Survival of Obligations

The rights and obligations contained in these Terms and Conditions relating to records, audits, complaints, disputes, funding verification, fraud investigations, intellectual property, confidentiality and regulatory compliance shall survive the conclusion, cancellation, withdrawal or termination of the Challenge.

23. SEVERABILITY

23.1 Each provision of these Terms and Conditions is severable from the others.

23.2 If any provision of these Terms and Conditions, or any part thereof, is found by a court or other competent authority to be invalid, unlawful, void or unenforceable for any reason, that provision shall, to the extent necessary, be severed from these Terms and Conditions and shall not affect the validity, legality or enforceability of the remaining provisions, which shall continue in full force and effect.



23.3 Where any provision is capable of being interpreted or modified so as to be valid and enforceable while preserving, as far as reasonably possible, the original commercial intent of the parties, such provision shall be interpreted or modified accordingly rather than being declared invalid or unenforceable.

23.4 The invalidity or unenforceability of any provision shall not affect the validity or enforceability of that provision in any other jurisdiction where it is capable of lawful enforcement, nor shall it affect the validity or enforceability of any other provision of these Terms and Conditions.

24. WAIVER

24.1 No relaxation, indulgence, extension of time, leniency or failure by the Organisers and Competition Partners to enforce any provision of these Terms and Conditions, or to exercise any right or remedy arising under these Terms and Conditions, shall constitute a waiver of that provision, right or remedy, nor shall it preclude or prejudice the subsequent exercise thereof.

24.2 Any waiver by the Organisers and Competition Partners of any provision of these Terms and Conditions shall be effective only if it is recorded in writing and signed by a duly authorised representative of the Organisers and Competition Partners.

24.3 A waiver of any particular breach or default shall not constitute a waiver of any preceding, continuing or subsequent breach or default, whether of the same or any other provision of these Terms and Conditions.

24.4 No waiver shall be construed as an amendment to these Terms and Conditions or as creating any precedent or expectation that the Organisers and Competition Partners will exercise any discretion or right in the same manner in future.

25. ASSIGNMENT AND CESSION

25.1 An Applicant shall not assign, cede, delegate, transfer, novate, encumber or otherwise dispose of any of its rights, interests or obligations arising under or in connection with these Terms and Conditions without the prior written consent of the Organisers and Competition Partners, which consent may be granted or withheld in the Organisers and Competition Partners' sole discretion.

25.2 Any purported assignment, cession, delegation, transfer, novation or other disposal by an Applicant in contravention of this clause shall be void and of no force or effect.



25.3 The Organisers and Competition Partners may assign, cede, delegate, transfer or novate any or all of their rights and obligations under these Terms and Conditions to any successor entity, government department, statutory body, public entity, programme administrator or other organisation appointed to administer or continue the Challenge, provided that such assignment, cession, delegation, transfer or novation shall not materially prejudice the rights of any Applicant.

25.4 Nothing in these Terms and Conditions shall prevent the Organisers and Competition Partners from appointing contractors, service providers, professional advisers, judges, evaluators, mentors or other agents to perform administrative or operational functions relating to the Challenge, provided that the Organisers and Competition Partners shall remain responsible for ensuring that such persons comply with any applicable confidentiality, privacy and data protection obligations.

26. RELATIONSHIP OF THE PARTIES

26.1 Participation in the Challenge and acceptance of these Terms and Conditions shall not create, nor shall it be construed as creating, any partnership, joint venture, agency, fiduciary, employment or other similar relationship between the Organisers and Competition Partners and any Applicant.

26.2 Nothing contained in these Terms and Conditions shall be construed as granting any Applicant authority to represent, bind or incur any liability on behalf of the Organisers and Competition Partners, nor shall any Applicant hold itself out as having such authority.

26.3 Except where expressly stated otherwise in these Terms and Conditions or in a separate written agreement executed by the relevant parties, no Applicant shall acquire any right, entitlement or legitimate expectation to receive funding, investment, procurement opportunities, commercialisation support, incubation services, mentorship, employment, collaboration, licensing arrangements or any other commercial or contractual relationship with the Organisers and Competition Partners or any Competition Partner.

26.4 Any discussions, evaluations, mentoring sessions, networking opportunities, technical feedback or introductions facilitated during or following the Challenge are provided solely for the purposes of the Challenge and shall not give rise to any contractual obligation, fiduciary duty or continuing legal relationship between the parties unless recorded in a separate written agreement.



26.5 Any future investment, grant funding, procurement opportunity, research collaboration, commercialisation arrangement, licensing agreement or other commercial relationship arising from or following participation in the Challenge shall be subject to the negotiation and execution of separate written agreements between the relevant parties.



Version: 1.0

Competition: 2026 South Africa MedTech Innovation Challenge

Effective Date: 11 August 2026

Closing Date for Entries: 25 September 2026 at 23:59 SAST

