



NATIONAL YOUTH  
COUNCIL KENYA

*Santi Ya Vijana*

## TERMS AND CONDITIONS GOVERNING THE CONDUCT OF THE YOUTH SONG COMPETITION

The following terms and conditions (the “Terms”) apply exclusively to the aforementioned Competition and all Participants are deemed to have read, understood and accepted the same:

1. The Youth Song Competition (“Competition”) is organized by the National Youth Council hereinafter referred to as the Promoter (“we”, “us”, “our”);
2. The Competition is open to all youth (Kenyan Citizens who have attained the age of 18 (eighteen) years but not reached 35 years), in possession of a valid form of identification (such as Identity Document or Passport), who have applied to participate in the competition (“Participant(s)”). The Competition is specifically not open to:
  - 2.1. minors;
  - 2.2. individuals aged 35 years and above;
  - 2.3. any person who is directly or indirectly involved or associated with the control of the Promoter or is controlled by the Promoter;
  - 2.4. an employee, director, member, partner, agent or consultant of the Promoter;
  - 2.5. an employee, director, member, partner, agent or consultant of the Promoter’s advertising agencies, advisers, dealers and/ or suppliers;
  - 2.6. an employee, director, member, partner, agent or consultant of the Promoter, its affiliates and/or associated companies; and
  - 2.7. immediate family members of any of the persons mentioned in paragraphs 2.3 – 2.6 above.
3. There is no entry fee and no purchase necessary to enter this competition.
4. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
5. By entering the Competition, all participants agree to be bound by these Terms. Any dispute or uncertainty, of any nature, in relation to the Competition and these terms, will be decided and resolved by the Promoter, in its sole and absolute discretion, whose decision will be final and binding on all affected or related persons.
6. Closing date for entry will be the **30<sup>th</sup>** day of **July, 2023**. After this date the no further entries to the competition will be permitted.
7. No responsibility shall be accepted for entries not received for whatever reason.
8. The Promoter expressly reserves the right at any time and without notice to the Participants or any other persons, and for any reason which the Promoter reasonably deems necessary or appropriate, in its sole and absolute discretion, to (i) amend, modify, or change these Terms and/or any prizes and (ii) postpone, suspend or cancel this Competition and/or any prizes, or any aspect thereof.
9. By entering the competition, you hereby consent to the collection, processing, and storage of the participant’s personal data as described by the following conditions:
  - 9.1. **Types of Data Collected:**
    - 9.1.1 We may collect various types of personal information that you voluntarily provide to us during the registration process or while the competition is on. This data may include, but is not limited to, your name, email address, contact details, and other relevant information necessary for the conduct of the competition.
  - 9.2. **Purpose of Data Collection:**
    - 9.2.1 The collected data will be used for the following purposes:
      - (a) Providing and maintaining the services offered by the platform used during the competition.
      - (b) Personalizing and improving your experience while using the platform that runs the competition.
      - (c) Responding to your inquiries and providing our support during the competition.
      - (d) Sending relevant updates, newsletters, and promotional materials (if you opt-in).
      - (e) Analyzing user behavior and preferences to enhance the platform's functionality.
      - (f) Complying with legal and regulatory requirements.
  - 9.3. **Data Security:**
    - 9.3.1 We are committed to ensuring the security and confidentiality of your personal data. We will take appropriate technical and organizational measures to protect the your information from unauthorized access, disclosure, alteration, or destruction.
  - 9.4. **Data Retention:**

9.4.1 We will retain the your personal data only for as long as necessary to fulfill the purposes outlined in these Terms or as required by law. Once the retention period expires, we will securely delete or anonymize your data.

**9.5. Data Sharing:**

9.5.1 The Participant agrees to the use of their name and image in any publicity material, as well as their entry. Any personal data relating to the participant will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the participant's prior consent.

**9.6. Participants' Rights:**

9.6.1 Participants have the right to access, update, correct, or delete their personal data held by us. A participant may also withdraw the consent to data collection and/ or processing at any time. To exercise these rights, please contact us through the provided contact details.

**9.7. Minors:**

9.7.1 Our services are not intended for individuals under the age of eighteen (18). If you are a parent or guardian and believe that your child has provided us with personal data without your consent, please contact us to request its deletion.

**10.** By participating in the Competition and submitting any entries, the participant(s) hereby acknowledge and agree to transfer all intellectual property rights and copyrights associated with any and all items produced during the Competition, as outlined in this clause;

**10.1. Definitions:**

10.1.1 "Intellectual Property" refers to any and all intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, industrial designs, and any other proprietary rights that are legally protectable.

10.1.2 "Competition Entries" means any and all items, works, designs, concepts, prototypes, or other materials produced or submitted by you during the course of the Competition, including but not limited to written content, images, audiovisual materials, software code, and any derivative works.

**10.2. Transfer of Intellectual Property and Copyright:**

10.2.1 As a participant, you hereby irrevocably and unconditionally transfer and assign to the Promoter, all rights, title, and interest in and to the Intellectual Property and Copyright associated with the Competition Entries.

10.2.2 The transfer of Intellectual Property and Copyright shall encompass all rights, including but not limited to the right to use, reproduce, modify, adapt, distribute, publicly display, and publicly perform the Competition Entries, in whole or in part, in any media now known or hereafter developed, for any purpose, without any further compensation to you.

10.2.3 The transfer of Intellectual Property and Copyright shall be effective upon submission of the Competition Entries, and this Clause shall apply to any and all participants, whether selected as winners or not.

**10.3. Moral Rights:**

10.3.1 Participants hereby waive and agree not to assert any moral rights or similar rights that they may have in connection with the Competition Entries, to the extent permissible by law.

**10.4. Ownership and Attribution:**

10.4.1 The Promoter shall be the sole and exclusive owner of all rights, title, and interest in and to the Intellectual Property and Copyright associated with the Competition Entries, and you shall have no claim or right over the same.

10.4.2 The Promoter may, at its discretion, include a participant(s) name or alias as the creator of the Competition Entries for attribution purposes, unless you explicitly request otherwise in writing.

**10.5. Indemnification:**

10.5.1 Participant(s) agrees to indemnify and hold the Promoter harmless from any claims, demands, or actions brought by any third party against the Promoter arising out of or in connection with the Competition Entries, including any alleged infringement of intellectual property rights.

**11.** The participants stand a chance to win a prize in accordance with the following conditions.

- a) The winner of the competition will get a sum of Kenya Shillings Two hundred thousand (200,000.00/=) ["prize"]
- b) The prize is not transferable.
- c) Prizes are subject to availability and we reserve the right to substitute the prize with another of equivalent value without giving notice.
- d) We are not responsible for inaccurate prize details supplied to any participant by any third party connected with this competition.

**12.** Winners will be chosen as a result of a popular vote conducted via social media sites and/or other modalities and will be measured and recorded and verified by the Promoter and/or its agents.

**13.** The winner will be notified by email and/or Direct Message on Twitter/Facebook and/or letter and/or any other means accessible by both the Participants and the Promoter within 2 days of the Competition's closing date. The notification will indicate when and where the winner is expected to pick their prize. If the winner cannot be

contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

14. The Promoter may require the Winners to be identified, photographed and published in printed media, or to appear in other marketing and promotional channels, including social media posts, when accepting their Prize or after having received their Prize. The Promoter may use the identification of the Winners and their images in whole or in part, and any reproductions thereof, for advertising, promotion, publicity or otherwise on any website for any media purpose and for any other lawful purpose whatsoever. Should a Winner refuse or be unable to comply with this rule for any reason, such a Winner will be deemed to have rejected the Prize and it shall revert back to the Promoter.
15. These Terms will be construed in accordance with the Kenyan Law.

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