

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN EACH ENTRANT (referenced herein with “you” or with “your”) AND THE ROMANCE WRITERS ORGANISATION OF SOUTH AFRICA (referenced herein as “ROSA”). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT (referenced herein as the “Agreement”) BECAUSE THEY GOVERN YOUR PARTICIPATION IN THE 2023 IMBALI AWARDS OFFERED BY ROSA (referenced herein as the “Competition”). ROSA IS WILLING TO GRANT YOU THE RIGHT TO PARTICIPATE IN THE competition ONLY ON THE CONDITION THAT YOU AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT PERMITTED TO PARTICIPATE IN THE COMPETITION.

1. LICENCE GRANT

By providing or submitting your novel or novella (referenced herein as “Entry”), you provide to ROSA a non-exclusive licence to access and use your Entry for the competition, including the right to distribute your Entry to judges of the competition for the purpose of reviewing and scoring your Entry. In addition, you hereby grant to ROSA the right to use your pen name, photo (if provided), biographical information, and Entry title for promotional purposes in connection with the competition.

2. ENTRANT REPRESENTATIONS

You agree, represent, and warrant that you (i) are at least 18 years of age; (ii) have the right, power, and authority to create a binding agreement with ROSA and fulfil all of the obligations under this Agreement or with respect to the competition; (iii) have the full right, power, and authority to submit the Entry and enable use by ROSA in accordance with the licence grant herein; (iv) will abide by all applicable South African laws and regulations with respect to your participation in the competition; (v) will not submit an Entry that violates any right(s) of a third party(ies) including, without limitation, any privacy, publicity, intellectual property, or confidentiality right(s); (vi) will only provide true, accurate, current, and complete information when submitting information to ROSA in connection with the competition; (vii) and have reviewed and will comply with the rules governing the submission of entries and participation in the competition.

3. COMPETITION ACCESS

You agree to comply with all instructions of ROSA with regard to access to any competition materials, including, but not limited to, an Entry(ies) or the ROSA website, and shall maintain the confidentiality of any usernames or passwords used for such

access. You shall immediately notify ROSA if you suspect or become aware of any loss or theft of your password or of any unauthorised use of your username and password.

4. NO COMPENSATION

You acknowledge and agree that you will receive no compensation in any form for participation in the competition, for your Entry, or for judging or providing any other services or assistance in connection with the competition.

5. PROPRIETARY RIGHTS

All proprietary rights in and to the Entries shall remain with the individual authors (or claimants). You may access your assigned Entries only to review and peer score the Entries for the competition, and all Entry materials (or copies thereof) must be destroyed. You may not copy, translate, disseminate, create derivative works of, or publicise the Entries. Moreover, all rights not expressly granted under this Agreement are hereby reserved by ROSA (or its licensors). You may not use the trademarks, service marks, names, logos or icons of ROSA (or its parent, affiliates, or subsidiaries) or its licensors, without the express written permission of ROSA.

6. CONFIDENTIAL INFORMATION

All Entries and aspects of the judging process (as promulgated by ROSA) are considered the confidential information of ROSA. You agree to use reasonable efforts to secure and protect the confidential nature of such confidential information. In particular, you may not use, discuss, or share an Entry(ies), or your response to or judging of an Entry(ies), with any individual or entity (other than ROSA and its designated contact(s)) or in any other forum or medium, whether public or private, without ROSA's prior, express, and separate, written permission.

7. NO PRE-SCREENING OF ENTRIES

ROSA is not responsible for screening, policing, editing, or monitoring Entries. All categories of Entries will have varying degrees of sexuality or sensuality. Moreover, ROSA does not endorse the content of the Entries and any opinions or views expressed in the Entries do not necessarily reflect those of ROSA.

8. DISCLAIMER

THE COMPETITION IS IMPLEMENTED AND PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. ROSA DISCLAIMS ALL WARRANTIES AS TO ANY ENTRY (OR THE CONTENT THEREOF).

9. LIMITATION OF LIABILITY

YOU AGREE THAT IN NO EVENT SHALL ROSA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO PARTICIPATION IN THE COMPETITION BY YOU OR ANYONE ELSE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM PIRACY OR ACTS OR OMISSIONS BY JUDGES OF THE COMPETITION, EVEN IF ROSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ENTER THE COMPETITION AT YOUR OWN RISK. THE TOTAL LIABILITY OF ROSA FOR ANY REASON WHATSOEVER RELATED TO PARTICIPATION IN THE COMPETITION OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEE PAYMENT REQUIRED TO ENTER THE COMPETITION.

10. TERM AND TERMINATION

This Agreement will take effect at the time you click or check “I ACCEPT”, submit your Entry, or begin participating in the competition, whichever is earliest. This Agreement will terminate automatically if (i) you fail to comply with any of its terms and conditions, including failure to abide by any competition participation or judging guidelines, (ii) ROSA ends the competition, or (iii) you cease all participation in the competition. Termination will be effective without notice. In addition to the “Miscellaneous” provision, the provisions concerning proprietary rights, confidentiality, disclaimer (of warranty), and limitation of liability will survive the termination of this Agreement for any reason.

11. MEMBERSHIP CONSEQUENCES

Notwithstanding any other rights or remedies available to ROSA, failure to comply with the terms and conditions of this Agreement may result in additional disciplinary action by ROSA. Such disciplinary action can include, but is not limited to, a revocation of your ROSA membership, which can result in a ban on any future participation in competitions or the receipt of books through ROSA.

12. MISCELLANEOUS

You agree that you and ROSA are independent contractors only and that neither this Agreement nor any of its terms and conditions may be construed as creating a partnership, joint venture, employment, or agency relationship with ROSA. This Agreement constitutes the entire agreement between you and ROSA relating to the subject matter hereof and supersedes and replaces any and all prior oral or written agreements concerning the competition. No amendments shall be made except in a writing signed by both you and ROSA. This Agreement shall be binding on, and shall inure to the benefit of you and ROSA and your and ROSA's respective successors, heirs, and assigns. You may not delegate any obligation of yours herein without ROSA's prior consent. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. ROSA's failure to enforce any term or condition of this Agreement shall not constitute a waiver of any right or remedy or of such term or condition.