SHARPEST HUSTLER COMPETITION

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# THE SHARPEST HUSTLER

# Competition Assessing Determination and Fulfillment

## 1. Introduction to determining prosperity competition

The Determining Prosperity competition is a unique opportunity for individuals and businesses to showcase their determination and fulfilment in achieving their goals. This competition is open to anyone regardless of age, background, or industry. The aim is to identify and celebrate the individuals or businesses that have shown exceptional determination and fulfilment in their pursuit of success. The competition will be judged by a panel of experts in various fields who will assess the entries based on specific criteria. The criteria will include the level of determination shown, the obstacles overcome, the level of fulfilment achieved, and the impact on the individual or business's success. The winners of the competition will receive a range of prizes, including cash rewards, mentorship opportunities, and exposure through various media platforms. This competition is not just about winning, but also about celebrating the journey towards success. It is a chance to inspire others and to showcase the importance of determination and fulfilment in achieving one's goals. Through this competition, we hope to encourage individuals and businesses to strive towards their goals and to never give up on their dreams. We believe that determination and fulfilment are key components of prosperity, and we are excited to see the entries that will showcase these qualities.

## 2. Assessing Determination and Fulfillment

Prosperity refers to achieving success and abundance in various aspects of life, including but not limited to financial wealth, personal growth, and emotional well-being. It is not just about accumulating wealth, but also about experiencing a sense of fulfillment and satisfaction in life. Prosperity can mean different things to different people, depending on their goals, priorities, and values. For some, prosperity may mean having a thriving career or business, while for others it may mean having a happy family life or being able to travel and explore the world. Ultimately, prosperity is about living a life that is meaningful, purposeful, and fulfilling. It is important to keep in mind what prosperity means to various competitors. This will help ensure that the competition is relevant, engaging, and meaningful to the participants, and that it aligns with their aspirations and goals.

## 3. The role of determination in prosperity

Determination is a crucial factor in determining prosperity. Without determination, individuals and businesses may lack the drive to succeed and may struggle to overcome obstacles and challenges that come their way. Successful individuals and businesses are those who are determined to achieve their goals despite setbacks and failures. They possess the resilience to keep moving forward, even when the path isn't clear.
One of the most significant benefits of determination is that it helps individuals and

businesses stay focused on their objectives. It allows them to tune out distractions and stay committed to their goals, even in the face of adversity. Furthermore, determination builds a positive attitude towards achieving success. It helps individuals and businesses to stay motivated and optimistic, which, in turn, leads to higher levels of productivity and a sense of fulfilment. Therefore, it is essential to nurture and cultivate determination in the citizenry to achieve success and fulfilment.

## 4. The role of fulfillment in prosperity

When it comes to measuring prosperity, fulfillment plays a critical role. Fulfillment refers to the sense of satisfaction and happiness that one experiences when they achieve their goals and ambitions. It's that feeling of contentment that comes from knowing that you're on the right track and making progress towards your desired outcome.
Businesses that prioritize fulfillment are more likely to succeed in the long run. Determination is what drives individuals towards their goals, while fulfillment is what keeps them going. Without fulfillment, determination can quickly turn into frustration and burnout. On the other hand, without determination, fulfillment can become a hollow victory.

## 5. Competition Description

Hustler competition requirements:

1. State in what area you applied your determination to achieve success as you describe the success below.
2. State in detail the business or other pursuit where you applied yourself to achieve the success that is the basis of your claim to be a hustler.
3. State in detail the obstacles you faced in following your objective
4. State in detail how you overcame the obstacles you faced while in pursuit of your objective.

## 6. Submission of Solution

Each Participant will be required to send their submissions in accordance with the requirements which will be provided in the submission format. Submissions will be assessed by an assessment panel comprising of the promoter and experts in various related fields. The decision of the panel shall be final and binding.

## 7. Competition Requirements and management

1. Who can participate

A. Any individual or organization proud of their achievements in the face of adversity.

B. Any organization formal or informal who want to demonstrate their resilience and success.

C. Any organization that wishes offer themselves as an example of what is possible with determination.

8. How to submit an entry for the competition

Submitting an entry for the competition is a straightforward process. The first step is to carefully read and understand the competition rules and guidelines. It is important to make sure that the entry meets all the requirements and criteria set out in the guidelines. Failure to comply with the guidelines may result in the disqualification of your entry.
Registering for the competition involves filling out a form on our website inovatology.com. Late entries will not be accepted.

SHARPEST HUSTLER COMPETITION TERMS AND CONDITIONS

Overview

1. The Competition is conducted by Innovatology Partners Limited, the promoter. The promoter's registered office is P.O. Box 57225, 00200, City Square, Nairobi. Any rights of the Promoter are extended to its affiliates.

3. Registration by competitors and institutions for the competition is free of charge and must be in accordance with the competition terms. By registering, competitors and institutions agree to be bound by the competition terms. Any registration or entry that is not in accordance with the competition terms will not be valid and will not be considered.

4. In this agreement, unless the context otherwise requires, 'Intellectual Property Rights' means all intellectual property rights, registered or unregistered, including the following rights:

a) patents, copyright, registered designs, trademarks, know-how, inventions and the right to have confidential information kept confidential; and

b) any application or right to apply for registration of any of the rights referred to in paragraph

9. COMPETITION OBLIGATIONS

1. To participate in the competition, competitors must register and submit an entry for the competition. Entries must be in accordance with the competition terms and conditions.

2. Entries must not include inappropriate language or material, gratuitous violence, sexual references or statements or material that, in the promoter's opinion, promote hatred towards an individual, race, or community or which are offensive, illegal, inflammatory, obscene, unsuitable for minors, abusive,

indecent, threatening, or otherwise unlawful.

3. By submitting an entry, each competitor warrants that:

a) all details provided with the competition's entry are true and accurate;

b) the competitors entry, and the innovation submitted as part of that entry, is wholly comprised of original work, created and owned by the competitor, and has not previously been communicated to the public;

c) the inspiration includes all ideas and materials that inspired the innovation;

d) the competitors entry does not contain commercial words, art, photographs or images;

e) the Competitors entry does not contain any identifiable existing product or existing product logo;

f) the competitor has all necessary rights and licenses to grant the rights set out in these competition terms;

g) the exercise of the rights granted to the promoter in these competition terms will not infringe the rights of any third parties; and

h) the competitor will indemnify the promoter against any loss or damage resulting from any breach of these warranties.

8. In the event of any non-compliance with any clause, the promoter may, in its discretion, determine that the competitors entry is not valid and is excluded from the competition. The promoter reserves its right to seek damages and enforce the indemnity provided in those clauses.

7. Criteria for judging determination and fulfillment

Here are a few criteria that will be used to evaluate determination and fulfilment:

1. Effort: How much effort did the participant put in to achieve the desired outcome? Did they go above and beyond what was expected of them?.

2. Perseverance: Did the participant stick with their objective until the end, even when faced with obstacles or setbacks? Did they keep pushing even when things got tough?

3. Creativity: Did the participant come up with unique or innovative solutions to challenges presented in pursuing their objective?

4. Passion: Was the participant enthusiastic and passionate about their objective? Did they show a genuine interest in the activity or subject matter?

5. Improvement: Did the participant show improvement over the course of pursuing their objective? Did they learn from their mistakes and make adjustments to improve their performance?

6. Judges will also look at the extent to which the individual or team has achieved their set goals and objectives, and how well they have performed against other competitors in the

same category.

These criteria can be used to assess determination and fulfilment and will help judges to determine the most deserving winners. It is important to remember that determination is not always about winning, but rather about the effort and commitment put into achieving the desired outcome.

## COMPETITION FINALISTS, FIRST PRIZE WINNER

10. Finalists will be determined by a competition judging panel consisting of representatives of the promoter and experts in entrepreneurship. The value of the prizes will be announced shortly

11. The finalists must execute a copy of these competition terms to be eligible to receive the prizes.

13. The finalists will be invited to attend the final ‘Judging Event’ in person, being the final event where they will present their entry to the judges held at a location to be advised by the promoter. Travel and accommodation expenses will be the sole responsibility of each of the finalists.

14. During judging:

a) the judging panel shall determine the winners by applying the criteria in evaluation of the competition terms summary and selecting the entries which, in the opinion of the panel, best meet those criteria;

b) the judging panel may choose more than three (3) finalists or more than three (3) prize winners at their sole discretion

d) If a judging panel is unable to make a unanimous decision, they will decide winners by a simple majority vote of the members of the panel.

15. The prize values and description are correct at time of printing, but no responsibility is accepted for any variation in the value or the nature of any prize. Prizes supplied by a third party are subject to availability. In the event that any prize is unavailable for whatever reason, the promoter reserves the right to substitute any prize for another prize.

16. If a winner has not been in contact with the promoter to claim its prize within 30 of days of a notification telephone call or email, the promoter reserves the right to offer the prize to the next eligible entrant selected by the relevant judging panel. The promoter does not accept any responsibility if a winner is not able (or otherwise fails) to take up the prize. In that event, the new winner will be selected in accordance with the competition terms.

17. Prizes are not transferable or exchangeable, and non-monetary components cannot be taken as a monetary payment.

18. Upon the three winners:

a) the promoter will have 60 days to negotiate with the winners on the purchase of the Intellectual Property Rights in the three prizes;

b) If the promoter and any of the winners are unable to reach agreement on the purchase of the intellectual property rights within the relevant periods specified above, the winners will maintain their ownership of their intellectual property rights in their innovations.

19. During the negotiation period, the winners must not consider or negotiate any offers from third parties to purchase the intellectual property in the innovation.

## LIMITATION OF LIABILITY

To the full extent permitted by law, the promoter, its affiliates, representatives, agents or distributors will not in any circumstances be responsible or liable to compensate competitors or institutions, or accept any liability for:

a) any incorrect or inaccurate information

b) any technical error that may occur in the course of the administration of this competition.

c) any error, omission, interruption, deletion, defect, loss or delay of any entry or otherwise in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of a competition's entry or the running of the competition; or

d) any injury, damages, expenses, cost, liability or loss whatsoever (whether direct, indirect or consequential) to competitors or institutions or their respective property as a result of any person entering into the competition or accepting or using any prize, including without limitation to non-receipt or damage to any prize.

20. These competition terms do not exclude any rights that cannot be excluded (for example, any such rights under applicable consumer protection legislation), to the extent permitted by law.

## DATA PROTECTION AND PRIVACY

21. The promoter collects, holds and processes personal information about competitors and institutions to include competitors and institutions in the competition, administer the competition, to award prizes (where applicable). If the personal information requested is not provided, a competitor or institution

will be ineligible to participate.

22. Competitors agree that the promoter may, in the event the competitor becomes a finalist or winner, publish or cause to be published their personal information, name, photograph or likeness and locality in any media globally, without compensation. Winners must participate in publicity calls and marketing as requested by the promoter during the competition and up to 18 months after selection of the winners. Competitors and institutions accept personal information provided to the promoter in accordance with these competition terms will be held and used according to the promoter’s privacy policy.

23. Competitors may submit only one entry.

24. The promoter reserves the right to amend these terms at its sole discretion, by posting updated terms at inovatology.com. By continuing to participate in the competition, or accepting any prize, competitors and institutions are deemed to accept the amended terms.

25. Each competitor must keep their entry, and their innovation, confidential, and not disclose any information about their entry or their Innovation to any third party, except as required by law or permitted by the promoter or these competition terms. This confidentiality obligation continues until the date that the winners are announced by the promoter, and does not apply to any information in the public domain (other than if due to a breach of these competition terms).

27. The promoter may at its own discretion refuse competitors and institutions entry to the competition or to award any prize if competitors or institutions fail to comply with these terms, the law, or if, in the promoter's opinion, a competitor or institution's involvement with the competition may cause adverse publicity to the promoter.

28. Competitors retain ownership of any Intellectual Property Rights in their entries and innovations subject to these terms. Competitions will grant the promoter and its affiliated companies or nominees a worldwide, perpetual, irrevocable, sub-licensable, royalty free license to use the Intellectual Property Rights in competitors entries (and any component of entries) for the purposes of the competition and any promotional and marketing purposes without notice and without any fee being paid, including (without limitation) to use, display, publish, transmit, copy, edit, alter, store, communicate to the public, re-format and sub-license entries.

29. Competitors and institutions acknowledge that the promoter and its affiliated companies may exercise the global, non-exclusive right to communicate competitors entries in whole or in part to the public on any media platform.

28. Competitors and institutions acknowledge that the promoter and its affiliated companies may allow other persons to view, reproduce, download and otherwise deal in the copyright works attached to and embodied in entries.

30. Upon entry, competitors and institutions waive their Moral Rights (described below) and any other similar rights in the entries and innovations and consent to any act or omission that would otherwise infringe moral or similar rights. In these terms, Moral Rights includes:

a) a right of attribution of authorship

b) a right not to have authorship falsely attributed

c) a right of integrity of authorship; and

d) any right of a similar nature which is conferred by statute and which exists or comes to exist anywhere in the world.

31. If for any reason the conduct or operation of the competition is not capable of proceeding as planned, is interfered with, or disrupted in any way, the promoter reserves the right to cancel, terminate, suspend, modify or recommence the competition. The promoter may amend these terms at its discretion. The latest version of the terms will be available at www.inovatology.com.

32. All decisions made by the promoter regarding the competition are final and the promoter will not enter into any correspondence with competitions and institutions on any decision.

38. If any provision of these terms is held to be illegal, invalid, void or otherwise unenforceable, it will be severed from the remaining provisions, which will continue in full force and effect.

33 These Terms shall be governed by the laws of Kenya and Competitors and Institutions submit to the non-exclusive jurisdiction of the courts of Kenya.

Prizes

The First Winners:

The winners will be awarded prizes and the prizes will be advised later.

In the case where  a winner is sponsored by an institution, in addition to the winner's individual prize, the winner's institution will also be awarded a prize to be decided later

General terms for the winners:

The winners will also be presented with commercial opportunities on visibility on a global stage via Inovatology Partners Limited Company channels.

Intellectual Property

The participants are free to publish their submission and any related ideas in scientific journals, conferences or on online platforms. Those publications shall be made only after the submission period concludes. The participants will provide to the promoter if reasonably possible a copy of any publication (e.g. journal, conference etc.) that directly relates to the ideas generated in the competition. In addition, and on a non-exclusive basis, the participants agree to provide the promoter and its affiliates, legal representatives, assigns, agents and licensees a non-exclusive, perpetual, world-wide, royalty free license to all rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission (including, without limitation, all patent rights, design rights, trademarks and copyright), for the duration of protection afforded by the relevant intellectual property rights, including the right of representation and reproduction and the right of performance, with respect to the competition, as well as in all materials arising out of the participants' participation in the competition in any media and format throughout the world, without further compensation. Such license shall be transferable and shall include the right to sub-license. It is the sole responsibility of the participants to ensure that they are entitled to license all rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission. At the request of the promoter, the participants and/or their academic mentors shall provide written confirmation of the ownership of any rights, title and interest in the submission, including all intellectual property rights in, and embodied by, the submission. The participants agree to allow the promoter to use, represent, reproduce, etc. their name, photographing and recording of their images and words on any kind of medium and format for any kind of internal and external communications by the promoter throughout the world and without any additional remuneration. The Participants also agree that this authorization remains in force in perpetuity. Prior to any use of the promoter's name, logo, images or any other similar promoter material in any publication, permission must have been granted in writing by the promoter. In such a case the promoter undertakes to cooperate to allow the timely submission, examination, publication of any dissertation or thesis for a degree, which includes such material. If such a request is made and if within two months no response has been provided, such permission will be considered as having been withheld. The Participants shall unless expressly authorized in writing by the relevant party, not disclose any confidential information or documentation to third parties and shall only use such confidential information or documentation for purposes of this competition. Upon termination of this competition, the obligations herein relating to confidentiality shall continue in full force and effect for a period of five years.

## Correspondence

All correspondence must be in English. A  FAQ (Frequently Asked Questions) on the competition is provided, which will aim to cover many of the questions that Participants may have. Any additional questions or comments concerning the Competition must be sent via email to: inovate@inovatology.com . However, no guarantee of an answer or an answer time may be given. Furthermore, Inovatolgy reserves the right not to answer the question if it is judged that an answer would give an unfair advantage to certain participants. Participants who have received unofficial or content sensitive information relating to the competition with the intent of allowing an unfair competitive advantage, from employees, interns and any party involved with the competition must immediately inform Inovatology by emailing inovate@inovatology.com.

## Privacy Policy

The Promoter collects your personal data for the purpose of organizing the management of the competition in the Sharpest Hustler  competition. You have the right to access, correct, or delete your data. You also have the right to give your prior consent for marketing and to object to it under the applicable regulations. You can ask for restriction of the use of your data. Please use this email address inovate@inovatology.com to make your request or send it to the following address: Inovatology Partners Limited, P.O. Box 57225, 00200, City Square, Nairobi. The privacy policy detailing in full how we handle personal data in line with current regulations can be found here inovatology.com/data

## Claims and Disputes

Any individual or team suspected of plagiarism will be investigated, and, if deemed appropriate by the promoter, disqualified from the competition. Claims/disputes should be sent within one calendar month of the end of the competition by mail to Inovatology Partners Limited, P.O. Box 57225, 00200, City Square, Nairobi, and by email to inovate@inovatology.com. Please include ‘Dispute’ in the subject header. Rules are governed by Kenyan law. Disputes are subject to jurisdiction of the Kenyan Courts.