

GovTech 2026 Hackathon - Terms and Conditions

1. Registration

- 1.1 By submitting a registration application in the GovTech Hackathon administered by SITA, the Participant understands and agrees to be bound by these terms and conditions of the GovTech 2026 Hackathon.
- 1.2 Only one team per Company is permitted to register for participation in the GovTech Hackathon.
- 1.3 Participants must submit entries for the GovTech Hackathon within the advertised date and closing time. Submissions that are late, incomplete or contain inaccurate details will be disqualified. SITA may, at its absolute discretion, allow late registrations.

2. Participants' Eligibility

- 2.1 The GovTech Hackathon is open to all SMMEs in the category of EMEs registered in the Republic of South Africa.
- 2.2 Participants are required to work in teams consisting of a minimum of 3 to a maximum of 5 members.
- 2.3 To participate, teams must follow the registration process and be available to attend the Hackathon event on 17 to 19 September 2026 during the stated times at the Durban International Convention Centre (ICC). The event will be conducted in a hybrid format, and online participation is available. **Teams are strongly encouraged to attend in person** to fully benefit from networking opportunities, collaboration, and the overall Hackathon experience.
- 2.4 Participants must make their own travel and accommodation arrangements and cover all associated costs and expenses.
- 2.5 The GovTech Hackathon is not open to SITA permanent employees across all SITA and client environments, including fixed-term contract (FTC) employees.

3. Prizes and awards

- 3.1 SITA will, at its absolute discretion, appoint a judging panel, and entries will be judged as per the adjudication criteria, which will be shared on the first day of the Hackathon.
- 3.2 All results are subject to audit to verify compliance with the Hackathon rules and to ensure fairness in the awarding of the prizes.
- 3.3 The winners will be announced officially on 23 September 2026 at the Awards Ceremony.
- 3.4 The prize amount is taxable income. Payment of any taxes, fees, charges or contributions related to the prizes is the sole responsibility of each Company.
- 3.5 The Hackathon prize money will be paid to the winning teams 30 days after the Hackathon event.
- 3.6 Funds will be allocated and made available to support the completion of the Pilot phase of the selected winning solution(s), subject to SITA's approval and discretion.
- 3.7 Payment for the finalisation of the Pilot will be made in accordance with milestones defined in the project delivery plan, which will be established post-hackathon, subject to SITA's approval and discretion.
- 3.8 The solution realisation process will be communicated in writing to Participants, and the Participants of the winning solutions will be expected to be available for three (3) full days each week for the duration of the process.

4. Intellectual Property Rights

- 4.1 By registration and submission of entries, Participants grant to SITA an irrevocable, perpetual, paid-up, non-exclusive, royalty-free, assignable, transferable, worldwide license to use any information contained in the Participant's submitted solution and presentation for use by SITA in the subsequent development and deployment of viable solutions.
- 4.2 By participating in the Hackathon, Participants acknowledge and accept, for all legal purposes, that:
- 4.2.1 Participants hereby irrevocably assign to SITA, with full title guarantee, all right, title, and interest (including all present and future intellectual property rights of whatever nature, whether registered or unregistered) and the right to apply for registration of any such rights, throughout the world in and to the Hackathon Outputs (being all ideas, concepts, prototypes, designs, code, documentation, and other materials or solutions developed by the Participants, during the Hackathon Period in response to a challenge or problem statement provided by SITA), absolutely, free from any encumbrance, and without further consideration.
 - 4.2.2 Notwithstanding clause 4.2.1, Participants retain ownership of any pre-existing intellectual property ("Background IP"), provided that such Background IP is clearly identified prior to or at the time of use.
 - 4.2.3 To the extent that Background IP or third-party or open-source materials are incorporated into, or are necessary for the use, operation, maintenance, modification, or exploitation of the Hackathon Outputs, Participants grant SITA a perpetual, royalty-free, worldwide license to use, reproduce, modify, maintain, distribute and commercialise such materials as part of the Hackathon Outputs, subject to applicable third-party or open-source license terms.
 - 4.2.4 Participants represent and warrant that they have permission to use Proprietary information and that it does not infringe on the intellectual property of third parties.
 - 4.2.5 Permission for use of any third-party material must be submitted to SITA before or during the Hackathon.
 - 4.2.6 SITA reserves the right to request the removal of any content that may infringe any third-party intellectual property rights.

5. Confidential information

- 5.1 Throughout the GovTech Hackathon, the Parties may gain knowledge about each other's business activities, products, services and/or technical expertise, which may be regarded as confidential information.
- 5.2 Parties agree that they will not divulge to any third party or sell, trade, publish, reproduce or reverse engineer any of the confidential information and not to put in use for any purpose unrelated to the Hackathon, in any manner, any confidential information without the disclosing party's prior written consent.
- 5.3 Personal information will be collected upon registration on the GovTech Hackathon website. Registration requires that Participants provide their name and contact information. This information will be used to confirm eligibility. Following registration, Participants may receive periodic communications related to the GovTech 2026 Hackathon event and associated initiatives. All personal data will be handled following applicable data protection laws and used exclusively for purposes connected with the Hackathon and its related activities.

6. Marketing and publicity

- 6.1 Participants agree that SITA may use the title of their entry, name, photographs and details of the expertise on the GovTech Hackathon and SITA website and promotional or marketing material without compensation.
- 6.2 Participants agree that they will direct any media enquiries or enquiries from anyone looking to publish information about the GovTech 2026 Hackathon to SITA.
- 6.3 Participants understand that they may be requested to undertake media interviews about the Hackathon.
- 6.4 SITA may engage in further correspondence with the winning teams should it decide to pursue the implementation of any proposed solutions. However, SITA is under no obligation to adopt or utilise any of the winning solutions for any purpose.

7. Limitation of liability

- 7.1 SITA and its sponsors and partners will not be liable for any direct, special, incidental, exemplary, punitive or consequential damages, including loss of use, data, business or profits, arising out of or in connection with a Party's participation in the Hackathon.
- 7.2 Each Party bears the liability arising out of its own negligence, wrongful act or omission, and its breach of these terms and conditions.

8. General Terms

- 8.1 Applicants will be notified of the outcome of their Hackathon application no later than one week before the event. Both successful and unsuccessful applicants will receive confirmation regarding their participation status.
- 8.2 Any violation of the Hackathon's terms and conditions or engagement in any misconduct will lead to the Participants being disqualified from the Hackathon.
- 8.3 SITA reserves the right to change these terms and conditions at any time without prior notice.