

# NCB INNOVATION INTERNSHIP PROGRAMME

## Terms & Conditions

The NCB Innovation Internship Programme is hosted by National Commercial Bank Jamaica Limited (“NCB”) and is designed to engage university students through a variety of tailored assignments. By participating in the internship students will gain both industry specific experience as well as general business acumen.

The NCB Innovation Internship Programme (“the Programme”) shall be administered under these Terms and Conditions:

- Completing the application/submission form for the Programme does not constitute acceptance to participate.
- Following the close of application submission, NCB will select and confirm the persons who are invited to participate in the Programme.
- If you are selected to participate, you agree to comply with all applicable laws, and to abide by these Terms, any other guidelines or instructions provided to you during the Programme.
- You also agree that all decisions of NCB and the Programme judges are final and binding.

### **1 The Purpose of the Innovation Internship Programme**

The objective of the Programme is to engage a cadre of university students to develop a bank of ideas for future products and services.

### **2 Application Schedule**

- In order to participate in the Programme, entrants are asked to complete the NCB Innovation Internship Programme application submission form (see further Section 3 below).
- Application submission will open on **April 25, 2019** and close at **11:59PM Bogota Time on May 20, 2019**.
- If selected to participate, you will be notified on or about **May 15, 2019** and will be required to confirm your participation on or before **11:59PM - Bogota on May 20, 2019**.

### **3 How to Apply**

#### a) The Application Form

Participants may apply to be considered for the NCB Innovation Internship Programme by completing the application form at [www.jncb.com](http://www.jncb.com). The required information must be entered accurately, and each participant agrees to accept these Terms and Conditions (including the Privacy Statement referenced in Section 12 of these Terms and Conditions) displayed as part of the application process.

#### b) The Application Process

Completed application forms must be received by NCB on or before 11:59PM Midnight (Bogota Time) on May 5, 2019. It is the applicant's responsibility to ensure successful submission.

To the fullest extent permitted by applicable law, NCB will not be responsible for any delay or failure to transmit, receive or consider applications.

After the application period has ended, shortlisted applicants will be invited for an interview. Invitations will be sent by email on or about May 10, 2019 and will be required to confirm participation on or before 11:59PM - Bogota on May 13, 2019.

#### c) Duration

The NCB Innovation Internship Programme will be for eight (8) weeks, starting June 3, 2019 and ending July 26, 2019.

## 4 Eligibility – Participants

- Participants are not required to make any purchase or pay any fee to apply or receive an award or other recognition in the Programme.
- Participants may only register for the opportunity to participate in the Programme if:
  - a) enrolled in a University or other such like tertiary institution pursuing a course of study in Computer Science, Information Technology, Software Engineering, Data Analytics, Actuarial Science, Business or any other similar or related discipline; and are at least 18 years old (or at least the age of majority in your jurisdiction of residence, whichever is older) at the time of application.
  - b) in Jamaica during the period June 3, 2019 – July 26, 2019.
- Individuals may not participate if a resident in any jurisdiction where the NCB Innovation Internship Programme is void or to the extent it is prohibited or restricted by law. In addition, employees of NCB will not be eligible to register, participate in or advise anyone participating in the Programme (other than as specifically approved in advance by NCB in connection with any mentorship program). However, the Programme is open to children and relatives of NCB employees.
- NCB may, without notice and at any time in its sole and reasonable discretion, disqualify any registrant or participant who: does not meet the Programme eligibility criteria; fails to comply with these Terms and Conditions; attempts to apply or participate in the Programme in any manner or through any means other than as described in these Terms and Conditions; attempts to disrupt or undermine the Programme or attempts to circumvent any of these Terms and Conditions.

## 5 Idea Guidelines

The ideas submitted for consideration for the NCB Innovation Internship Programme must meet all of the following criteria:

- a) It must be an idea that is viable for use within the NCB Group of Companies.
- b) It must not contain, depict, imply or refer (explicitly or through any commonly recognized abbreviations or other representations) to any crude, vulgar, obscene, sexually explicit, violent, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by NCB in its sole discretion).
- c) It must not contain, depict or refer to any content which disparages or refers negatively to NCB, the NCB Innovation Internship Programme, or any other person or entity (all as determined by NCB in its sole discretion).
- d) It must not contain, depict or refer to any content which unnecessarily refers to any third party (person or entity) (as determined by NCB in its sole discretion).
- e) It must not conflict with any of NCB's core values, or otherwise be objectionable to NCB (as determined by NCB in its sole discretion).
- f) It must not contain any content that violates any law or any third party's rights (including privacy, publicity, personality and intellectual property rights).

## **6 Judging Process**

In their sole discretion, NCB and the NCB Innovation Internship judges will select the Top ideas.

Because NCB is targeting innovative ideas and solutions, there is no single criterion upon which submissions will be judged. Solutions will be assessed based on a combination of the following criteria:

- Feasibility
- Novelty;
- Scalability;
- Showing "out of the box" thinking;
- Business impact/potential;
- Ability to be implemented;
- Ability to rapidly add value to business;

The judges reserve the right to select fewer winners if some entries are not strong enough to pursue for elaboration or development.

## 7 Compensation

- Each intern will receive a competitive weekly salary.
- Interns will work in teams. A cash award will be available to reward the top team at the end of the programme. This is at the sole discretion of the NCB Innovation Internship judges who reserve the right to split the reward if necessary.
- **Participants will be solely responsible for all travel and other costs associated with the Programme and obtaining or redeeming the award(s) and/or opportunities, including but not limited to any air or ground transportation, hotel accommodations, meals, and beverages.**

## 8 Cancellation

If for any reason NCB cannot host the Programme as planned due to any unanticipated or uncontrollable events, NCB may modify, extend or suspend the Programme in its sole and reasonable discretion, to the extent permitted by applicable law.

NCB may also disqualify any individual who does not comply with these Terms and Conditions as NCB may reasonably determine in its sole discretion, without notice, including (but not limited to) any individual who tampers with or in any way corrupts the application or judging process, or who attempts to undermine the legitimate operation of the Programme by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other participants or NCB representatives or breaches these Terms and Conditions.

## 9 Intellectual Property Rights

By participating in this NCB Innovation Internship Programme, each participant acknowledges and agrees to grant NCB an irrevocable right to use any ideas, concepts generated during or related to the NCB Innovation Internship Programme.

Each participant further agrees that any ideas or concepts related to the NCB Innovation Internship Programme that are shared are not confidential or proprietary, and NCB and its affiliates may use, incorporate or disclose any of them now or in the future in any manner, and each participant waives any and all claims that they may have against NCB (or its affiliates, contractors and agents) or anyone else participating or otherwise involved in this Programme for such use or disclosure.

By making an idea submission, participants acknowledge and agree that NCB may obtain many ideas in connection with this Programme and/or other marketing initiatives or Programmes staged and/or offered by NCB, and that such submission may be similar or identical in theme, idea, format or other respects to other submissions submitted in connection with this Programme and/or other Innovation Internship Programmes or marketing initiatives operated by NCB or submitted for other reasons or other materials developed by NCB or its contractors or agents. Unless prohibited by applicable law, participants waive any and all claims against NCB, sponsors and/or any other participants they may have had, may have, and/or may have in the future, that any submission and/or other works accepted, reviewed and/or used by NCB or other

participants may be similar to his/her submission, or that any compensation is due to participant in connection with such submission or other works used by NCB or its affiliates. For the avoidance of doubt, the foregoing waiver shall not impair or limit any legal rights under applicable national legislation governing consumer rights that cannot be excluded, limited, amended or waived.

## **10 Publicity**

Except where otherwise prohibited by law, participation in the NCB Innovation Internship Programme constitutes a participant's consent to NCB's use of the participant's name, voice, likeness, biography and home town name, mention of the nature of participant's participation in the Programme and photographs and video taken at the Programme's events, for marketing and promotional purposes without further notification, permission, payment or consideration.

## **11 Disclaimers, Liability and Indemnification**

UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, NCB DOES NOT ACCEPT LIABILITY FOR ANY LOSS OF SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE PROGRAMME OR YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD(S), OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD(S).

UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, NCB IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF SUBMISSION INFORMATION (2) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROGRAMME OR THE PROCESSING OF SUBMISSIONS; OR (3) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE PROGRAMME OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY NCB.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, NCB WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE NCB INNOVATION INTERNSHIP PROGRAMME OR THESE TERMS AND CONDITIONS.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS NCB AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE TO NCB – INCLUDING ANY MISREPRESENTATION MADE AS TO THE INTELLECTUAL PROPERTY RIGHTS IN THE CONCEPT OR SOLUTION AND CONTENT IN RELATION TO THE NCB INNOVATION

INTERNSHIP PROGRAMME; (C) YOUR PARTICIPATION IN THE NCB INNOVATION INTERNSHIP PROGRAMME; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD.

NOTHING IN THESE TERMS AND CONDITIONS SHALL OPERATE SO AS TO EXCLUDE OR RESTRICT NCB'S LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, FRAUDULENT CONCEALMENT OR FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF NCB OR ITS EMPLOYEES WHILE ACTING IN THE COURSE OF THEIR

EMPLOYMENT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AT LAW.

PARTICIPANTS ARE PROHIBITED FROM PROVIDING PUBLIC STATEMENTS OR ISSUING PRESS RELEASES TO THE PUBLIC ABOUT THE NCB INNOVATION INTERNSHIP PROGRAMME WITHOUT THE EXPRESS WRITTEN CONSENT OF NCB IN EACH INSTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION.

## **12 Personal Information Consent**

You consent to NCB using and disclosing your personal information to third parties (whether in or outside your location of residence) for the purposes of administering the Programme; advertising the Programme and any future NCB Innovation Internship Programmes and any of NCB's products and services; and for the other purposes described in these Terms and Conditions. Note that there is no legal obligation for you to provide us with personal information and any information collected by us is provided by you at your own will and with your consent.

## **13 Law**

THIS NCB INNOVATION INTERNSHIP PROGRAMME AND THESE TERMS AND CONDITIONS ARE GOVERNED BY JAMAICAN LAW AND PARTICIPATION IN THE NCB INNOVATION INTERNSHIP PROGRAMME CONSTITUTES THE PARTICIPANT'S ACCEPTANCE AND AGREEMENT TO BE BOUND BY JAMAICAN LAW, REGARDLESS OF THE COUNTRY IN WHICH THEY RESIDE.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participants and NCB in connection with the Programme, shall be governed by, and construed in accordance with the laws of the Jamaica. To the extent permitted by applicable law, no laws, rules or regulations of any country other than Jamaica shall apply to any aspect of the NCB Innovation Internship Programme, or any participants in the Programme, even if such participants are legal residents, doing business in, or otherwise subject to the laws of any such countries, and if invited to participate in the Programme, participants hereby waive and agree not to apply or pursue any actions under the laws of any country other than the laws of Jamaica. Unless otherwise prohibited by applicable law, if any provision of these Terms and Conditions or any other terms provided by NCB in connection with the NCB Innovation Internship Programme held to be invalid, illegal or

unenforceable, then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the parties underlying the invalid, legal or unenforceable provision.

TO THE EXTENT THESE TERMS AND CONDITIONS ARE TRANSLATED INTO ANY LANGUAGES OTHER THAN ENGLISH, THE ENGLISH LANGUAGE VERSION AND INTERPRETATION SHALL TAKE PRECEDENCE.

## **14 Disputes**

All disputes, claims and causes of action arising out of or connected with the NCB Innovation Internship Programme, awards or these Terms and Conditions will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of Jamaica to the extent permitted by applicable law. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with participating), and participant further waives all rights to have damages multiplied or increased, in each case to the fullest extent permitted by law. To the extent of any disputes with respect to the NCB Innovation Internship Programme, or a person participation in the NCB Innovation Internship Programme, the jurisdiction and venue for resolution of such disputes shall as hereinbefore mentioned be Jamaica, even if participants are legal residents, doing business in, or otherwise subject to the laws of any other countries. If invited to participate in the NCB Innovation Internship Programme, participants hereby waive and agree not to pursue any actions in any jurisdiction or venue other than Jamaica.

## **15 Further Information**

For more information please email the Innovation Unit at: [ncbinnovation@jncb.com](mailto:ncbinnovation@jncb.com)

BY SUBMITTING AN APPLICATION, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND THE PRIVACY STATEMENT AND AGREE TO BE BOUND BY THEM.