

THE CHALLENGE TERMS

Last updated: 1 June 2018

1. What are these Challenge Terms?

- 1.1. These are the "**Challenge Terms**" that regulate your participation in the Allan Gray Entrepreneurship Challenge (the "**Challenge**") – an entrepreneurial competition for high school students, designed to encourage and harness the development, facilitation and educational skills required to develop entrepreneurial qualities, which is hosted by the Allan Gray Orbis Foundation (the "**Foundation**").
- 1.2. These Challenge Terms also regulate our ("our" being the Foundation) relationship with you ("you" being a participant in the Challenge). They create a legally binding contract between us, as soon as they apply, as set out in clause 2 below.
- 1.3. The Challenge and its related activities are found at our "**Website**" (<http://entrepreneurshipchallenge.co.za/>).
- 1.4. Once you have created a username account on our Website, you will be given access to the "**Challenge Platform**" which only us and users will have access to and from where users will have access to participate in a variety of activities, including but not limited to, challenges and related tasks, peer-to-peer review and ratings systems, uploading challenge submissions and/or selfies and/or viewing and participating in the Challenge leader board.

2. When do the Challenge Terms apply?

- 2.1. The Challenge Terms will apply the instant you create an online user account on our Website in order to gain access to the Challenge Platform.
- 2.2. To participate in the Challenge and to receive any prizes relating to the successful completion of any of the related challenges or activities in the form of services or products from our partners / sponsors, you need to agree to these Challenge Terms. We reserve the right to refuse any request to participate in the Challenge and/or for the payment or delivery of any prizes or any related services or products (if applicable) without notice or reason.

3. **Other applicable terms**

Remember, even if you do not select to participate in the Challenge or create a user account, you will still be bound to our "**Browser Terms**" and "**Privacy Policy**", both of which are clearly available on the Website. So, the Challenge Terms apply separately. If there is a conflict between the Browser Terms and these Challenge Terms, these Challenge Terms will take precedence. If there is a conflict between the Privacy Policy and these Challenge Terms, the Privacy Policy will take precedence.

4. **Changes to the Challenge Terms**

4.1. We can:

4.1.1. change or add to any of the Challenge Terms;

4.1.2. change, cancel the prizes or any related services or products (if applicable) and which are possibly identified as prizes to you from time to time,

at our discretion, however, those changes won't affect you until you agree, and we will notify you of any changes when you next access the Website and/or your user account.

4.2. If you disagree with any changes, you have the right to exit the Challenge at any stage. Otherwise, if you continue to participate in the Challenge, we will accept that you are participating in terms of the new, changed Challenge Terms.

5. **Duration of the Challenge Terms**

Simply, the Challenge Terms apply for as long as you choose to participate in the Challenge and for as long as the Challenge runs, as indicated on the Website, from time to time.

6. **Termination**

6.1. At any time, and without cause, we may cancel or terminate your access to our Website, the Challenge Platform, your user account, and/or your participation in the Challenge, in our sole discretion, without any liability. Such termination or disqualification may be as a result of you disobeying the

acceptable use policy as set out in clause 14 below or as a result of any of the following actions:

- 6.1.1. failure to adhere to the Browser Terms, Privacy Policy or these Challenge Terms;
 - 6.1.2. participation and/or conduct during the Challenge which is dishonest, malicious or abusive in any way, as determined by us;
 - 6.1.3. not adhering to individual challenge or activity rules, as set out on the Challenge Platform; and/or
 - 6.1.4. conduct running contrary to the spirit of the Challenge and to the educational and entrepreneurial values it intends to develop, facilitate and harness.
- 6.2. You may, at any time stop participating in the Challenge and request that your user account which you created with us be cancelled. If you exit the Challenge, these Challenge Terms will continue to apply to the data, submissions or entries you previously submitted to the Challenge Platform even though you may have subsequently cancelled your user account.
- 6.3. Importantly, our limitation of liability as set out below will survive the termination of these Challenge Terms.

7. Eligibility

- 7.1. In order to participate in the Challenge, you must:
- 7.1.1. currently be in grades 8 to 11 at a high school in South Africa (unless expressly agreed otherwise with us). No entrants whose parents or legal guardians are directors, members, partners, employees, franchisees, or agents of, or consultants to, the Foundation, its marketing service provider(s) utilized in connection with the Challenge, any supplier of goods or services in connection with the Challenge, any other person who directly or indirectly controls, or is controlled by them, or any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons, may enter into the Challenge;

- 7.1.2. have a functioning cell phone;
- 7.1.3. create an online user account; and
- 7.1.4. accept these Challenge Terms.

7.2. You may only register to participate and agree to participate in the Challenge on the Challenge Terms once you have obtained your parent or guardian's consent. Once accepted, these Challenge Terms are binding.

8. Participation in the Challenge

- 8.1. You consent and agree to the verification of your information with third party services providers and your school in order to create a user account, participate in the Challenge and/or receive prizes.
- 8.2. You will be required to submit, upload pictures, answers or provide solutions required for specific challenges or activities as found on the Challenge Platform and which are required from time to time, in order for the you to complete and compete in the Challenge.
- 8.3. All information relating to the Challenge, such as deadlines for entries and submissions, criteria for submissions, adjudication processes will be made available on the Website and / or the Challenge Platform from time to time and it is your responsibility to check the relevant rules and requirements.
- 8.4. Your participation in this Challenge is free of charge and **no fees** are applicable.

9. What we don't do

- 9.1. We will not assist you with adhering to any requirements in order to receive the benefit of any prizes in the Challenge.
- 9.2. You are responsible for:
 - 9.2.1. providing accurate and correct information when creating your user account (especially as this may be the only way to inform you of any prizes); and

- 9.2.2. submitting and completing any challenges before any due date in order to be eligible for any prizes.
- 9.3. We will not be liable for any claims whatsoever arising from:
 - 9.3.1. users conduct which is done in a manner that may negatively affects any other users on the Challenge Platform when reasonable steps have been taken to vet and mitigate any users conduct;
 - 9.3.2. our decision to distribute prizes to users based on their participation, which we have a sole right of discretion in determining, and which decision is final and binding;
 - 9.3.3. prizes, being transferred to users based on the contact details provided when users created their online user accounts;
 - 9.3.4. using any prizes for completing any aspect of the Challenge successfully;
 - 9.3.5. users who might have injured, lost, damaged, misplaced or inadvertently placed themselves or any other third parties of the greater community in terms of which they participate in the Challenge to, in dangerous, unsuitable or grossly negligent situations or scenarios in order to compete in the Challenge; and
 - 9.3.6. users who use the services or products of any of our partners / sponsors who might have contacted you.

10. **Adjudication**

- 10.1. All submissions will be reviewed and vetted by us before being submitted for adjudication.
- 10.2. You acknowledge and agree that adjudication and scoring of submissions during the Challenge will be done by way of anonymous peer review, rating mechanisms or any other method determined by us.
- 10.3. The award prizes and determination of winners is subject to our sole discretion whose decisions are final and binding.

- 10.4. A leader board will be displayed on the Challenge Platform in order for users to view the rankings of individuals and schools in the Challenge and you consent and agree to your information and results being published in this way.

11. Prizes

- 11.1. Any prizes received during the Challenge are neither transferable nor exchangeable.
- 11.2. Prizes will be communicated to users via the Website and / or the Challenge Platform, but may differ from any marketed prizes previously described on the Website and / or the Challenge Platform. As a result, the Foundation will not guarantee any prizes and no warranties are provided or given in respect of any prizes.
- 11.3. You will only be eligible to receive a prize if you are able to fulfil all the requirements which may be required to receive the prize in question, if any, (this may include but is not limited to, parental / guardian's consent, having a valid passport, obtaining a visa etc.).
- 11.4. Any user who receives any prizes in terms of the Challenge ("**Winner**") will be contacted by us, if required, using the details provided on their user account.
- 11.5. Any Winner agrees that their pictures and / or details may be shared via our social media platforms and with our partners / sponsors, subject to applicable law, and that the awarding of any prizes are subject to the Winner accepting this condition.
- 11.6. Any top 3 winner who has taken up and participated in the grand prize of an international winners trip in any of the 3 years prior to the competition will not be eligible to participate in the trip again. In this case, the qualifying participant will be awarded a cash prize of R20 000, and the 4th placed winner will be offered a place on the trip. If 2 or more previous winners place in the top 3 in any given year, the same process will repeat, and the 5th placed participant will be offered a place on the winners trip.

12. Promotional material of our partners / sponsors.

By accepting these Challenge Terms, you agree and acknowledge that we may, at our discretion, share information with our partners / sponsors to contact you regarding

promotional events and/or opportunities which may be available to you as a result of participating in the Challenge. You may at any time however opt-out of such communications from us or our partners / sponsors via the applicable "opt-out" mechanisms which will be disclosed to you in every communication.

13. **Login details, usernames and passwords**

- 13.1. Our Challenge Platform makes use of login functionality requiring you to create an account, using your email address, username and password ("**Access Credentials**").
- 13.2. You are solely responsible for the safekeeping of these Access Credentials.
- 13.3. This means that should anyone enter your Access Credentials (whether that be you or, for example, a friend), we assume that the person using the Challenge Platform is you or has permission to use your account.
- 13.4. You are not however permitted to use anyone else's account for the purpose of participating in the Challenge.
- 13.5. Inform us immediately if there has been, or if you suspect, any breach of your user account.

14. **Acceptable use policy**

- 14.1. Not all devices may support the use or participation of the Challenge Platform. It is your responsibility to keep your device(s) updated and/or in a condition for them to support the use and participate in the Challenge.
- 14.2. Participation to the Challenge may be restricted to certain geographical areas. It is your responsibility to determine whether your location forms part of the Challenge before participating and incurring any liability to us as we will not be liable for any loss that you may incur because of the Challenge not being supported in your location.
- 14.3. You must respect our Website and the Challenge Platform and our intellectual property in the best of good faith, and use it only as we intend it to be used. Any use by you of our Website, the Challenge Platform and/or participation of the Challenge which violates this undertaking can result in us terminating your use of our Website, and/or your participation in the Challenge. We will be the

sole judge of what constitutes a violation of your undertaking to use our Website, the Challenge Platform and/or participate in the Challenge in the best of good faith, but these will likely be good grounds (in addition to those set out in the Browser Terms), such as:

- 14.3.1. providing or uploading any untrue or incorrect information to our Website and / or the Challenge Platform, and/or as a part of the activities in order to complete challenges for the Challenge;
- 14.3.2. infecting our Website and/or the Challenge Platform with any software, malware or code that may infect, damage, delay or impede the operation of our Website and/or the Challenge Platform or which may intercept, alter or interfere with any data generated by or received through our Website, and/or the Challenge Platform as a result of your participation in the Challenge;
- 14.3.3. using the interactive sections of our Website, and/or the Challenge Platform, to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws; or
- 14.3.4. allowing any third party to use your Access Credentials in any manner other than as permitted by these Terms.

15. Warranties and representations

- 15.1. We give no guarantee of any kind concerning the content or quality of the Challenge. We do not give any warranty (express or implied) or make any representation that the Challenge and or its related activities and/or the Challenge Platform will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.
- 15.2. We make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the Website, Challenge Platform and/or the information, images or audio contained on the Website and/or Challenge Platform. Our services in creating, maintaining and

organising the Challenge, the Challenge Platform and any related activities are used at your own risk.

15.3. You warrant to and in favour of us that the Challenge Terms constitute a contract valid and binding on you and enforceable against you. This warranty shall continue and remain in force irrespective of whether your account is active, suspended or cancelled.

15.4. We (nor any of our partners / sponsors) condone conduct which runs contrary to the spirit of the Challenge or any conduct as a part of any activities during the Challenge which is done in a manner that negatively influences the participant, any of the other participants on our Website or the greater community in which the participant elects to conduct or complete in.

16. **Severability**

If any part of these Challenge Terms becomes illegal, invalid or unenforceable in any jurisdiction affected by these Challenge Terms, then those illegal, invalid or unenforceable provisions will be severed from these Challenge Terms (they will be treated as if they don't exist), and the remaining provisions of these Challenge Terms will continue as valid and enforceable.

17. **Limited liabilities**

To be clear, in addition to the limitation of our liability as described in the Browser Terms:

17.1. we will not be liable to you for any loss caused using our Website, and/or the Challenge Platform and/or in completing any challenges which the Challenge might consist of or your liability to any third party arising from those subjects;

17.2. we will not be liable if any material available for downloading from the Website and/or the Challenge Platform is not free from infection, viruses and/or other code that has contaminating or destructive properties;

17.3. our Website and the Challenge Platform may include inaccuracies or typo's – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely (and/or negligently) erroneous;

- 17.4. we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of the Challenge and the operation of the Challenge Platform. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and
- 17.5. finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer.

18. **Force majeure**

Neither you nor we will be liable if either of us cannot perform in terms of any agreed terms due to reasons beyond our control. This includes lightning, flooding, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for which we are not responsible, and acts of government or other competent authorities (including telecommunications and internet service providers).

THE PARTNER SCHOOL CHALLENGE TERMS

Last updated: 1 June 2018

19. What are these Partner School Challenge Terms?

- 19.1. These are the "**Partner School Challenge Terms**" that regulate your participation in the Allan Gray Entrepreneurship Challenge (the "**Challenge**") – an entrepreneurial competition for high school students, designed to encourage and harness the development, facilitation and educational skills required to develop entrepreneurial qualities, which is hosted by the Allan Gray Orbis Foundation (the "**Foundation**").
- 19.2. These Partner School Challenge Terms also regulate our ("our" being the Foundation) relationship with you ("you" being a partner and participant in the Challenge). They create a legally binding contract between us, as soon as they apply, as set out in clause 2 above.
- 19.3. The Challenge and its related activities are found at our "**Website**" (<http://entrepreneurshipchallenge.co.za/>).
- 19.4. Once you, as a school, or a teacher within a school, have created a username account on our Website, you will be given access to the "**Challenge Platform**" which only us and other users will have access to and from where users will have access to participate in a variety of activities, including but not limited to, challenges and related tasks, peer-to-peer review and ratings systems, uploading challenge submissions and/or selfies and/or viewing and participating in the Challenge leader board.

20. When do the Partner School Challenge Terms apply?

- 20.1. The Partner School Challenge Terms will apply the instant you create an online user account on our Website in order to gain access to the Challenge Platform.
- 20.2. To participate in the Challenge and to receive any prizes relating to the successful completion of any of the related challenges or activities in the form of services or products from our partners / sponsors, you need to agree to these Partner School Challenge Terms. We reserve the right to refuse any request to participate in the Challenge and / or for the payment or delivery of

any prizes or any related services or products (if applicable) without notice or reason.

21. **Other applicable terms**

Remember, even if you do not select to participate in the Challenge or create a user account, you will still be bound to our "**Browser Terms**" and "**Privacy Policy**", both of which are clearly available on the Website. So, the Partner School Challenge Terms apply separately. If there is a conflict between the Browser Terms and these Partner School Challenge Terms, these Partner School Challenge Terms will take precedence. If there is a conflict between the Privacy Policy and these Partner School Challenge Terms, the Privacy Policy will take precedence.

22. **Changes to the Partner School Challenge Terms**

22.1. We can:

22.1.1. change or add to any of the Partner School Challenge Terms;

22.1.2. change, cancel the prizes or any related services or products (if applicable) and which are possibly identified as prizes to you from time to time,

at our discretion, however, those changes won't affect you until you agree, and we will notify you of any changes when you next access the Website and / or your user account.

22.2. If you disagree with any changes, you have the right to exit the Challenge at any stage. Otherwise, if you continue to participate in the Challenge, we will accept that you are participating in terms of the new, changed Partner School Challenge Terms.

23. **Duration of the Partner School Challenge Terms**

Simply, the Partner School Challenge Terms apply for as long as you choose to participate in the Challenge and for as long as the Challenge runs, as indicated on the Website, from time to time.

24. Termination

24.1. At any time, and without cause, we may cancel or terminate your access to our Website / the Challenge Platform / your user account and / or your participation in the Challenge, in our sole discretion, without any liability. Such termination / disqualification may be as a result of you disobeying the acceptable use policy as set out in clause 14 above or as a result of any of the following actions:

24.1.1. failure to adhere to the Browser Terms, Privacy Policy or these Partner School Challenge Terms;

24.1.2. participation and / or conduct during the Challenge which is dishonest, malicious or abusive in any way, as determined by us;

24.1.3. not adhering to individual challenge or activity rules, as set out on the Challenge Platform; and/or

24.1.4. conduct running contrary to the spirit of the Challenge and to the educational and entrepreneurial values it intends to develop, facilitate and harness.

24.2. You may, at any time stop participating in the Challenge and request that your user account which you created with us be cancelled. If you exit the Challenge, these Partner School Challenge Terms will continue to apply to the data, submissions or entries you previously submitted to the Challenge Platform even though you may have subsequently cancelled your user account.

24.3. Importantly, our limitation of liability as set out below will survive the termination of these Partner School Challenge Terms.

25. Eligibility

25.1. In order to participate in the Challenge as a school or teacher you must:

25.1.1. be:

25.1.1.1. a secondary school currently registered appropriately in accordance with any applicable legislation in South Africa; or

25.1.1.2. A teacher within a secondary school that has created an account within the Challenge Platform;

25.1.2. have a functioning cell phone and access to internet;

25.1.3. create an online user account; and

25.1.4. accept these Partner School Challenge Terms.

26. **Participation in the Challenge**

26.1. You consent and agree to the verification of your information with third party services providers and your school (where you are a teacher) in order to create a user account, participate in the Challenge and / or receive prizes.

Schools

26.2. As a school, you will be required to:

26.2.1. ensure that any teachers who are employed by you and participate in the Challenge will perform their obligations in terms of these Partner School Challenge Terms;

26.2.2. confirm, on request, that certain users are either learners or teachers at your school;

26.2.3. ensure that you have a teacher at your school who will be the school champion ("**Champion**") that will be the point of contact;

26.2.4. register a profile on the Challenge Platform; and

26.2.5. provide information about your school as requested by the Foundation from time to time.

Teachers

26.3. As a teacher at a school, you will be required to:

26.3.1. register a profile on the Challenge Platform;

26.3.2. create a classroom profile for each class that you teach and upload the learners' information for each class, which will be at minimum:

26.3.2.1. Their first names and surnames; and

26.3.2.2. Their cellular telephone numbers;

26.3.3. ensure that the learner and their parent / legal guardian has consented to you submitting their personal information to the Challenge Platform;

26.3.4. promote the challenge amongst your school and learners in your classroom; and

26.3.5. Allow for a maximum of 30 minutes per week to assess certain user submissions which the Foundation allocates to you;

Champions

26.4. As a Champion you will:

26.4.1. be the contact point between your school and the Foundations;

26.4.2. comply with all reasonable requests given to you by the Foundation; and

26.4.3. promote the Challenge in your school.

26.5. All information relating to the Challenge, such as deadlines for entries and submissions, criteria for submissions, adjudication processes will be made available on the Website and / or the Challenge Platform from time to time and it is your responsibility to check the relevant rules and requirements.

26.6. Your participation in this Challenge is free of charge and **no fees** are applicable.

27. **What we don't do**

27.1. We will not assist you with adhering to any requirements in order to receive the benefit of any prizes in the Challenge.

- 27.2. You are responsible for:
 - 27.2.1. providing accurate and correct information when creating your user account (especially as this may be the only way to inform you of any prizes); and
 - 27.2.2. submitting and completing any challenges before any due date in order to be eligible for any prizes.

- 27.3. We will not be liable for any claims whatsoever arising from:
 - 27.3.1. users conduct which is done in a manner that may negatively affect any other users on the Challenge Platform when reasonable steps have been taken to vet and mitigate any users conduct;
 - 27.3.2. our decision to distribute prizes to users based on their participation, which we have a sole right of discretion in determining, and which decision is final and binding;
 - 27.3.3. prizes, being transferred to users based on the contact details provided when users created their online user accounts;
 - 27.3.4. using any prizes for completing any aspect of the Challenge successfully;
 - 27.3.5. users who might have injured, lost, damaged, misplaced or inadvertently placed themselves or any other third parties of the greater community in terms of which they participate in the Challenge to, in dangerous, unsuitable or grossly negligent situations or scenarios in order to compete in the Challenge; and
 - 27.3.6. users who use the services or products of any of our partners / sponsors who might have contacted you.

28. Adjudication

- 28.1. All submissions will be reviewed and vetted by us before being submitted for adjudication.

- 28.2. You acknowledge and agree that adjudication and scoring of submissions during the Challenge will be done by way of anonymous peer review, rating mechanisms or any other method determined by us.
- 28.3. The award prizes and determination of winners is subject to our sole discretion whose decisions are final and binding.
- 28.4. A leader board will be displayed on the Challenge Platform in order for users to view the rankings of individuals and schools in the Challenge and you consent and agree to your information and results being published in this way.

29. Prizes

- 29.1. Any prizes received during the Challenge are neither transferable nor exchangeable.
- 29.2. Prizes will be communicated to users via the Website and / or the Challenge Platform, but may differ from any marketed prizes previously described on the Website and / or the Challenge Platform. As a result, the Foundation will not guarantee any prizes and no warranties are provided or given in respect of any prizes.
- 29.3. You will only be eligible to receive a prize if you are able to fulfil all the requirements which may be required to receive the prize in question, if any, (this may include but is not limited to, having a valid passport, obtaining a visa etc.).
- 29.4. Any user who receives any prizes in terms of the Challenge ("**Winner**") will be contacted by us, if required, using the details provided on their user account.
- 29.5. Any Winner agrees that their pictures and / or details may be shared via our social media platforms and with our partners / sponsors, subject to applicable law, and that the awarding of any prizes are subject to the Winner accepting this condition.

30. Promotional material of our partners / sponsors.

By accepting these Partner School Challenge Terms, you agree and acknowledge that we may, at our discretion, share information with our partners / sponsors to contact you regarding promotional events and / or opportunities which may be available to you

as a result of participating in the Challenge. You may at any time however opt out of such communications from us or our partners / sponsors via the applicable "opt-out" mechanisms which will be disclosed to you in every communication.

31. **Login details, usernames and passwords**

31.1. Our Challenge Platform makes use of login functionality requiring you to create an account, using your email address, username and password ("**Access Credentials**").

31.2. You are solely responsible for the safekeeping of these Access Credentials.

31.3. This means that should anyone enter your Access Credentials (whether that be you or, for example, a friend), we assume that the person using the Challenge Platform is you or has permission to use your account.

31.4. You are not however permitted to use any one else's account for the purpose of participating in the Challenge.

31.5. Inform us immediately if there has been, or if you suspect, any breach of your user account.

32. **Acceptable use policy**

32.1. Not all devices may support the use or participation of the Challenge Platform. It is your responsibility to keep your device(s) updated and/or in a condition for them to support the use and participate in the Challenge.

32.2. Participation to the Challenge may be restricted to certain geographical areas. It is your responsibility to determine whether your location forms part of the Challenge before participating and incurring any liability to us as we will not be liable for any loss that you may incur because of the Challenge not being supported in your location.

32.3. You must respect our Website and the Challenge Platform and our intellectual property in the best of good faith, and use it only as we intend it to be used. Any use by you of our Website, the Challenge Platform and/or participation of the Challenge which violates this undertaking can result in us terminating your use of our Website, and/or your participation in the Challenge. We will be the sole judge of what constitutes a violation of your undertaking to use our

Website, the Challenge Platform and / or participate in the Challenge in the best of good faith, but these will likely be good grounds (in addition to those set out in the Browser Terms), such as:

- 32.3.1. providing or uploading any untrue or incorrect information to our Website and / or the Challenge Platform, and/or as a part of the activities in order to complete challenges for the Challenge;
- 32.3.2. infecting our Website and/or the Challenge Platform with any software, malware or code that may infect, damage, delay or impede the operation of our Website and/or the Challenge Platform or which may intercept, alter or interfere with any data generated by or received through our Website, and/or the Challenge Platform as a result of your participation in the Challenge;
- 32.3.3. using the interactive sections of our Website, and/or the Challenge Platform, to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws; or
- 32.3.4. allowing any third party to use your Access Credentials in any manner other than as permitted by these Terms.

33. Warranties and representations

- 33.1. We give no guarantee of any kind concerning the content or quality of the Challenge. We do not give any warranty (express or implied) or make any representation that the Challenge and or its related activities and/or the Challenge Platform will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.
- 33.2. We make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the Website, Challenge Platform and/or the information, images or audio contained on the Website and/or Challenge Platform. Our services in creating, maintaining and organising the Challenge, the Challenge Platform and any related activities are used at your own risk.

- 33.3. You warrant to and in favour of us that the Partner School Challenge Terms constitute a contract valid and binding on you and enforceable against you. This warranty shall continue and remain in force irrespective of whether your account is active, suspended or cancelled.
- 33.4. If you are entering into these Partner School Challenge Terms on behalf of a school, you warrant that you have the authority to bind the school to these terms.
- 33.5. We (nor any of our partners / sponsors) condone conduct which runs contrary to the spirit of the Challenge or any conduct as a part of any activities during the Challenge which is done in a manner that negatively influences the participant, any of the other participants on our Website or the greater community in which the participant elects to conduct or complete in.

34. **Severability**

If any part of these Partner School Challenge Terms becomes illegal, invalid or unenforceable in any jurisdiction affected by these Partner School Challenge Terms, then those illegal, invalid or unenforceable provisions will be severed from these Partner School Challenge Terms (they will be treated as if they don't exist), and the remaining provisions of these Partner School Challenge Terms will continue as valid and enforceable.

35. **Limited liabilities**

To be clear, in addition to the limitation of our liability as described in the Browser Terms:

- 35.1. we will not be liable to you for any loss caused using our Website, and/or the Challenge Platform and/or in completing any challenges which the Challenge might consist of or your liability to any third party arising from those subjects;
- 35.2. we will not be liable if any material available for downloading from the Website and/or the Challenge Platform is not free from infection, viruses and/or other code that has contaminating or destructive properties;
- 35.3. our Website and the Challenge Platform may include inaccuracies or typo's – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely (and/or negligently) erroneous;

- 35.4. we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of the Challenge and the operation of the Challenge Platform. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and
- 35.5. finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer.

36. **Force majeure**

Neither you nor we will be liable if either of us cannot perform in terms of any agreed terms due to reasons beyond our control. This includes lightning, flooding, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for which we are not responsible, and acts of government or other competent authorities (including telecommunications and internet service providers).

THE PARTNER SCHOOL CHALLENGE TERMS

Last updated: 1 June 2018

37. What are these Partner School Challenge Terms?

- 37.1. These are the "**Partner School Challenge Terms**" that regulate your participation in the Allan Gray Entrepreneurship Challenge (the "**Challenge**") – an entrepreneurial competition for high school students, designed to encourage and harness the development, facilitation and educational skills required to develop entrepreneurial qualities, which is hosted by the Allan Gray Orbis Foundation (the "**Foundation**").
- 37.2. These Partner School Challenge Terms also regulate our ("our" being the Foundation) relationship with you ("you" being a partner and participant in the Challenge). They create a legally binding contract between us, as soon as they apply, as set out in clause 2 above.
- 37.3. The Challenge and its related activities are found at our "**Website**" (<http://entrepreneurshipchallenge.co.za/>).
- 37.4. Once you, as a school, or a teacher within a school, have created a username account on our Website, you will be given access to the "**Challenge Platform**" which only us and other users will have access to and from where users will have access to participate in a variety of activities, including but not limited to, challenges and related tasks, peer-to-peer review and ratings systems, uploading challenge submissions and/or selfies and/or viewing and participating in the Challenge leader board.

38. When do the Partner School Challenge Terms apply?

- 38.1. The Partner School Challenge Terms will apply the instant you create an online user account on our Website in order to gain access to the Challenge Platform.
- 38.2. To participate in the Challenge and to receive any prizes relating to the successful completion of any of the related challenges or activities in the form of services or products from our partners / sponsors, you need to agree to these Partner School Challenge Terms. We reserve the right to refuse any request to participate in the Challenge and / or for the payment or delivery of

any prizes or any related services or products (if applicable) without notice or reason.

39. **Other applicable terms**

Remember, even if you do not select to participate in the Challenge or create a user account, you will still be bound to our "**Browser Terms**" and "**Privacy Policy**", both of which are clearly available on the Website. So, the Partner School Challenge Terms apply separately. If there is a conflict between the Browser Terms and these Partner School Challenge Terms, these Partner School Challenge Terms will take precedence. If there is a conflict between the Privacy Policy and these Partner School Challenge Terms, the Privacy Policy will take precedence.

40. **Changes to the Partner School Challenge Terms**

40.1. We can:

40.1.1. change or add to any of the Partner School Challenge Terms;

40.1.2. change, cancel the prizes or any related services or products (if applicable) and which are possibly identified as prizes to you from time to time,

at our discretion, however, those changes won't affect you until you agree, and we will notify you of any changes when you next access the Website and / or your user account.

40.2. If you disagree with any changes, you have the right to exit the Challenge at any stage. Otherwise, if you continue to participate in the Challenge, we will accept that you are participating in terms of the new, changed Partner School Challenge Terms.

41. **Duration of the Partner School Challenge Terms**

Simply, the Partner School Challenge Terms apply for as long as you choose to participate in the Challenge and for as long as the Challenge runs, as indicated on the Website, from time to time.

42. Termination

42.1. At any time, and without cause, we may cancel or terminate your access to our Website / the Challenge Platform / your user account and / or your participation in the Challenge, in our sole discretion, without any liability. Such termination / disqualification may be as a result of you disobeying the acceptable use policy as set out in clause 14 above or as a result of any of the following actions:

42.1.1. failure to adhere to the Browser Terms, Privacy Policy or these Partner School Challenge Terms;

42.1.2. participation and / or conduct during the Challenge which is dishonest, malicious or abusive in any way, as determined by us;

42.1.3. not adhering to individual challenge or activity rules, as set out on the Challenge Platform; and/or

42.1.4. conduct running contrary to the spirit of the Challenge and to the educational and entrepreneurial values it intends to develop, facilitate and harness.

42.2. You may, at any time stop participating in the Challenge and request that your user account which you created with us be cancelled. If you exit the Challenge, these Partner School Challenge Terms will continue to apply to the data, submissions or entries you previously submitted to the Challenge Platform even though you may have subsequently cancelled your user account.

42.3. Importantly, our limitation of liability as set out below will survive the termination of these Partner School Challenge Terms.

43. Eligibility

43.1. In order to participate in the Challenge as a school or teacher you must:

43.1.1. be:

43.1.1.1. a secondary school currently registered appropriately in accordance with any applicable legislation in South Africa; or

- 43.1.1.2. A teacher within a secondary school that has created an account within the Challenge Platform;
- 43.1.2. have a functioning cell phone and access to internet;
- 43.1.3. create an online user account; and
- 43.1.4. accept these Partner School Challenge Terms.

44. **Participation in the Challenge**

- 44.1. You consent and agree to the verification of your information with third party services providers and your school (where you are a teacher) in order to create a user account, participate in the Challenge and / or receive prizes.

Schools

- 44.2. As a school, you will be required to:
 - 44.2.1. ensure that any teachers who are employed by you and participate in the Challenge will perform their obligations in terms of these Partner School Challenge Terms;
 - 44.2.2. confirm, on request, that certain users are either learners or teachers at your school;
 - 44.2.3. ensure that you have a teacher at your school who will be the school champion ("**Champion**") that will be the point of contact;
 - 44.2.4. register a profile on the Challenge Platform; and
 - 44.2.5. provide information about your school as requested by the Foundation from time to time.

Teachers

- 44.3. As a teacher at a school, you will be required to:
 - 44.3.1. register a profile on the Challenge Platform;
 - 44.3.2. create a classroom profile for each class that you teach and upload the learners' information for each class, which will be at minimum:

44.3.2.1. Their first names and surnames; and

44.3.2.2. Their cellular telephone numbers;

44.3.3. ensure that the learner and their parent / legal guardian has consented to you submitting their personal information to the Challenge Platform;

44.3.4. promote the challenge amongst your school and learners in your classroom; and

44.3.5. Allow for a maximum of 30 minutes per week to assess certain user submissions which the Foundation allocates to you;

Champions

44.4. As a Champion you will:

44.4.1. be the contact point between your school and the Foundations;

44.4.2. comply with all reasonable requests given to you by the Foundation; and

44.4.3. promote the Challenge in your school.

44.5. All information relating to the Challenge, such as deadlines for entries and submissions, criteria for submissions, adjudication processes will be made available on the Website and / or the Challenge Platform from time to time and it is your responsibility to check the relevant rules and requirements.

44.6. Your participation in this Challenge is free of charge and **no fees** are applicable.

45. **What we don't do**

45.1. We will not assist you with adhering to any requirements in order to receive the benefit of any prizes in the Challenge.

- 45.2. You are responsible for:
 - 45.2.1. providing accurate and correct information when creating your user account (especially as this may be the only way to inform you of any prizes); and
 - 45.2.2. submitting and completing any challenges before any due date in order to be eligible for any prizes.

- 45.3. We will not be liable for any claims whatsoever arising from:
 - 45.3.1. users conduct which is done in a manner that may negatively affect any other users on the Challenge Platform when reasonable steps have been taken to vet and mitigate any users conduct;
 - 45.3.2. our decision to distribute prizes to users based on their participation, which we have a sole right of discretion in determining, and which decision is final and binding;
 - 45.3.3. prizes, being transferred to users based on the contact details provided when users created their online user accounts;
 - 45.3.4. using any prizes for completing any aspect of the Challenge successfully;
 - 45.3.5. users who might have injured, lost, damaged, misplaced or inadvertently placed themselves or any other third parties of the greater community in terms of which they participate in the Challenge to, in dangerous, unsuitable or grossly negligent situations or scenarios in order to compete in the Challenge; and
 - 45.3.6. users who use the services or products of any of our partners / sponsors who might have contacted you.

46. **Adjudication**

- 46.1. All submissions will be reviewed and vetted by us before being submitted for adjudication.

- 46.2. You acknowledge and agree that adjudication and scoring of submissions during the Challenge will be done by way of anonymous peer review, rating mechanisms or any other method determined by us.
- 46.3. The award prizes and determination of winners is subject to our sole discretion whose decisions are final and binding.
- 46.4. A leader board will be displayed on the Challenge Platform in order for users to view the rankings of individuals and schools in the Challenge and you consent and agree to your information and results being published in this way.

47. Prizes

- 47.1. Any prizes received during the Challenge are neither transferable nor exchangeable.
- 47.2. Prizes will be communicated to users via the Website and / or the Challenge Platform, but may differ from any marketed prizes previously described on the Website and / or the Challenge Platform. As a result, the Foundation will not guarantee any prizes and no warranties are provided or given in respect of any prizes.
- 47.3. You will only be eligible to receive a prize if you are able to fulfil all the requirements which may be required to receive the prize in question, if any, (this may include but is not limited to, having a valid passport, obtaining a visa etc.).
- 47.4. Any user who receives any prizes in terms of the Challenge ("**Winner**") will be contacted by us, if required, using the details provided on their user account.
- 47.5. Any Winner agrees that their pictures and / or details may be shared via our social media platforms and with our partners / sponsors, subject to applicable law, and that the awarding of any prizes are subject to the Winner accepting this condition.

48. Promotional material of our partners / sponsors.

By accepting these Partner School Challenge Terms, you agree and acknowledge that we may, at our discretion, share information with our partners / sponsors to contact you regarding promotional events and / or opportunities which may be available to you

as a result of participating in the Challenge. You may at any time however opt out of such communications from us or our partners / sponsors via the applicable "opt-out" mechanisms which will be disclosed to you in every communication.

49. Login details, usernames and passwords

49.1. Our Challenge Platform makes use of login functionality requiring you to create an account, using your email address, username and password ("**Access Credentials**").

49.2. You are solely responsible for the safekeeping of these Access Credentials.

49.3. This means that should anyone enter your Access Credentials (whether that be you or, for example, a friend), we assume that the person using the Challenge Platform is you or has permission to use your account.

49.4. You are not however permitted to use any one else's account for the purpose of participating in the Challenge.

49.5. Inform us immediately if there has been, or if you suspect, any breach of your user account.

50. Acceptable use policy

50.1. Not all devices may support the use or participation of the Challenge Platform. It is your responsibility to keep your device(s) updated and/or in a condition for them to support the use and participate in the Challenge.

50.2. Participation to the Challenge may be restricted to certain geographical areas. It is your responsibility to determine whether your location forms part of the Challenge before participating and incurring any liability to us as we will not be liable for any loss that you may incur because of the Challenge not being supported in your location.

50.3. You must respect our Website and the Challenge Platform and our intellectual property in the best of good faith, and use it only as we intend it to be used. Any use by you of our Website, the Challenge Platform and/or participation of the Challenge which violates this undertaking can result in us terminating your use of our Website, and/or your participation in the Challenge. We will be the sole judge of what constitutes a violation of your undertaking to use our

Website, the Challenge Platform and / or participate in the Challenge in the best of good faith, but these will likely be good grounds (in addition to those set out in the Browser Terms), such as:

- 50.3.1. providing or uploading any untrue or incorrect information to our Website and / or the Challenge Platform, and/or as a part of the activities in order to complete challenges for the Challenge;
- 50.3.2. infecting our Website and/or the Challenge Platform with any software, malware or code that may infect, damage, delay or impede the operation of our Website and/or the Challenge Platform or which may intercept, alter or interfere with any data generated by or received through our Website, and/or the Challenge Platform as a result of your participation in the Challenge;
- 50.3.3. using the interactive sections of our Website, and/or the Challenge Platform, to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws; or
- 50.3.4. allowing any third party to use your Access Credentials in any manner other than as permitted by these Terms.

51. Warranties and representations

- 51.1. We give no guarantee of any kind concerning the content or quality of the Challenge. We do not give any warranty (express or implied) or make any representation that the Challenge and or its related activities and/or the Challenge Platform will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.
- 51.2. We make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the Website, Challenge Platform and/or the information, images or audio contained on the Website and/or Challenge Platform. Our services in creating, maintaining and organising the Challenge, the Challenge Platform and any related activities are used at your own risk.

- 51.3. You warrant to and in favour of us that the Partner School Challenge Terms constitute a contract valid and binding on you and enforceable against you. This warranty shall continue and remain in force irrespective of whether your account is active, suspended or cancelled.
- 51.4. If you are entering into these Partner School Challenge Terms on behalf of a school, you warrant that you have the authority to bind the school to these terms.
- 51.5. We (nor any of our partners / sponsors) condone conduct which runs contrary to the spirit of the Challenge or any conduct as a part of any activities during the Challenge which is done in a manner that negatively influences the participant, any of the other participants on our Website or the greater community in which the participant elects to conduct or complete in.

52. **Severability**

If any part of these Partner School Challenge Terms becomes illegal, invalid or unenforceable in any jurisdiction affected by these Partner School Challenge Terms, then those illegal, invalid or unenforceable provisions will be severed from these Partner School Challenge Terms (they will be treated as if they don't exist), and the remaining provisions of these Partner School Challenge Terms will continue as valid and enforceable.

53. **Limited liabilities**

To be clear, in addition to the limitation of our liability as described in the Browser Terms:

- 53.1. we will not be liable to you for any loss caused using our Website, and/or the Challenge Platform and/or in completing any challenges which the Challenge might consist of or your liability to any third party arising from those subjects;
- 53.2. we will not be liable if any material available for downloading from the Website and/or the Challenge Platform is not free from infection, viruses and/or other code that has contaminating or destructive properties;
- 53.3. our Website and the Challenge Platform may include inaccuracies or typo's – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely (and/or negligently) erroneous;

- 53.4. we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of the Challenge and the operation of the Challenge Platform. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and
- 53.5. finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer.

54. **Force majeure**

Neither you nor we will be liable if either of us cannot perform in terms of any agreed terms due to reasons beyond our control. This includes lightning, flooding, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for which we are not responsible, and acts of government or other competent authorities (including telecommunications and internet service providers).

PRIVACY POLICY

Last updated: 1 June 2018

55. What does this Privacy Policy do?

This "**Privacy Policy**" contractually regulates how we collect and use certain of your information and your rights in this regard. Please read this Privacy Policy carefully before entering the Allan Gray Entrepreneurship Challenge ("**the Challenge**") on our "**Website**" (<http://entrepreneurshipchallenge.co.za/>) or using our Website. This Privacy Policy will apply to you, and creates a legally binding contract between us ("us" being the trustees for the time being of the Allan Gray Orbis Foundation and "you" being the browser / user of our Website), whenever you use or access our Website.

56. When does this Privacy Policy apply?

You agree that this Privacy Policy applies when you access or use our Website.

57. Other applicable terms

There are also "**Browser Terms**" on our Website that apply when you use the Website for any reason and additional terms that will apply specifically to the Challenge ("**the Challenge Terms**"). If there is a conflict between these Terms and the Challenge Terms or Browser Terms, the various terms will apply in the following order of precedence: (i) Challenge Terms; (ii) Privacy Policy and (iii) Browser Terms.

58. Changes to this Privacy Policy

Unless notice is required in terms of the law, we may change the terms of this Privacy Policy from time to time in line with any changes that the law or our internal business operations require, without prior notice. The version of this Privacy Policy that is displayed on the Website at the time you visit and / or use our Website will apply to and regulate our relationship. It is your responsibility to consider the Privacy Policy each time you use our Website. **If you do not agree with any terms of this Privacy Policy, you must stop using our Website.**

59. Our commitment

This Privacy Policy and your right to privacy is important to us. We are committed to taking steps to protect your privacy when you use our Website. We implement

business practices that comply with all relevant legislation, including the Protection of Personal Information Act, 4 of 2013 ("**POPI**"), and take special precaution in respects of the protection of children's personal information. In this Privacy Policy, we explain how we will use and protect your personal information.

60. What is personal information?

If we refer to "personal information" or "information" in this Privacy Policy, we mean personal information as defined in POPI. It includes, for example, your full name, surname, email address, identity number, contact details, location, the name of your school and other data or information which you may upload to the Website. If you are under the age of 18 (eighteen), your personal information will qualify as "children's personal information" for purposes of POPI, and requires further protection.

61. Collecting your personal information

We collect personal information about you when you use our Website, communicate with us and/or submit or upload information or data to the Website. We may also collect information about you from third parties

62. Use of Cookies

When you use our Website, we may automatically receive and record information on our server logs from your browser which may include your location, IP address, cookie information, and the page you requested. This is statistical data about browsing actions and patterns and does not identify any individual. We may also obtain information about your general internet usage through a cookie file which is stored on the hard drive of your computer. Cookies enable us to improve our service to you, estimate our audience size and usage patterns, store information about your preferences and recognise you when you return to our Website.

In some instances, we may collect and store information about your location. We convert your IP address or mobile GPS data into a rough geo-location. We may use location information to improve our business and the Challenge and its related activities for you.

You can set your web browser to refuse cookies, but if you do this you may not be able to enjoy the full use of our Website and you may not be able to take advantage of certain additional activities or promotions we may run relating either to the Challenge or to offerings from our partners / sponsors.

Please note that third parties who advertise on our Website may also use cookies, but we do not have access to, or control over them, and therefore cannot take responsibility for them. However, you can also disable these cookies in your web browser settings.

63. Links on our Website

Our Website may include links to other apps or third party websites which do not fall under our supervision. We cannot accept any responsibility for your privacy or the content of these links. You use these links at your own risk and we will not be liable for any harm that you may incur when using these links.

64. How we use your information

We use your information to make our Website and the Challenge available to you and generally for purposes of our relationship. We will process your personal information for the purposes set out in this Privacy Policy and for any other legally justifiable purpose, such as for purposes of complying with the law or for our legitimate business interests. We will not process any children's personal information in such a way so as to adversely affect the individual privacy of that child to a disproportionate extent.

65. Information that we store and use

We generally store and use the following information: your first name(s), surname, address, phone numbers, email address, details of your school, IP address or cookie information, location information, demographic information including your age and gender, your submissions as a part of the Challenge and any other information which we reasonably need to perform our obligations in terms of facilitating the Challenge.

66. Purposes for processing information

We will only process adequate and relevant information to:

- Facilitate the running of the Challenge and/or to distribute prizes;
- Operate, manage and process your user account for the purposes of your participation in the Challenge;
- Contact you by email, sms, or other means to inform you of any prizes which you may have won or any other Challenge related information;

- Contact you about our related products, services, and/or opportunities that may be available to you (you can always opt-out from marketing communications);
- Enable our partners / sponsors to contact you about related products, services and/or opportunities;
- Monitor and analyse use of the Website or the Challenge and its related goals and performance indicators;
- Form a view about you as an individual and to identify, develop or improve products that may interest you;
- Carry out market research, business and statistical analysis;
- Carry out audits;
- Perform other administrative and operational tasks like testing our processes and systems;
- Comply with our regulatory or other obligations, especially relating to the processing of any children's personal information as required in terms of section 35 of POPI.

We may use your information for other purposes if the law allows for it, or if you consent to it, or if it is in the public interest. Further, any processing of children's personal information will only be done upon receiving consent to do so or in terms of any other legal justification to do so.

67. Right to object

You may, on reasonable grounds, object to us using your information. If you object, we will stop using your information, except if the law allows its use. If you object to us using your information, please take note of the fact that this may affect the functioning and management of the Challenge and its related activities in relation to you.

68. Sharing of personal information

We will keep your personal information confidential and only share it with others in terms of this Privacy Policy, if you consent to it, or if the law requires from us to share it. We have trusted relationships with carefully selected third parties who perform services for us. All these service providers, partners / sponsors have a contract with

us in terms whereof they have a legal obligation to secure your personal information and to use it only in a way that we permit, especially having regard to the nature of the information being children's personal information.

In general, we may share your information with our affiliates, partners / sponsors, third party service providers, regulatory and governmental authorities (if they request us to do so), and any other third party if the law requires from us to share it.

69. How secure is your information?

We are committed to implementing appropriate technical and other security measures to protect the integrity and confidentiality of your information. We protect and manage information that we hold about you by using electronic and computer safeguards like firewalls, data encryption, and physical and electronic access control to our buildings.

We only authorise access to information to those employees who require it to fulfil their designated responsibilities and such information will not be processed in any way so as to adversely affect your privacy.

70. Quality and access to your information

We want to ensure that your information is accurate and up to date. You may ask us to correct or remove any information that you think is inaccurate, by sending us an email to info@entrepreneurshipchallenge.co.za.

You have the right to request us to provide you with information that we hold about you. You must contact us directly to do so or send an email to info@entrepreneurshipchallenge.co.za.

71. Retention of information

We retain information in accordance with the required retention periods in law, for the purposes of processing your information in terms of this Privacy Policy or the Challenge Terms, or for legitimate business purposes.

We may keep information indefinitely in a de-identified format for research and statistical purposes or for the benefit of our partners / sponsors. Personal information that is de-identified cannot be used to identify you and is no longer considered to be personal information in terms of POPI.

This Privacy Policy also applies when we retain your information, even if our relationship has ended.

72. **Trans-border flow of information**

We may transfer your information to foreign countries for retention purposes or if our service providers are cross border or use systems cross border. If you continue to use our Website, you expressly agree that we may transfer the information cross border for these purposes. We will only share information cross border to recipients who have laws similar to POPI that apply to them, or who have entered into an agreement with us to include the relevant POPI principles in their processing of the information.

73. **Security breach**

We will report any security breach to the Information Regulator and to the individuals or companies involved. If you want to report any concerns about our privacy practices or if you suspect any breach regarding your information, kindly notify us by sending an email to **info@entrepreneurshipchallenge.co.za**.

74. **Lodging a complaint**

If you believe we are using your information unlawfully, please first contact us to try and resolve your concerns. However, you may lodge a complaint with the Information Regulator with the following contact details:

- Website: <http://www.justice.gov.za/infoereg/index.html>
- Address: SALU Building, 316 Thabo Sehume Street, Pretoria
- Contact number: 012 406 4818
- Fax number: 086 500 3351
- Email: infoereg@justice.gov.za

75. **Legal disclosure**

- Site owner: The trustees for the time being of the Allan Gray Orbis Foundation Trust ("**the Foundation**")

- Legal status: The Foundation is a trust, founded and duly registered in terms of the applicable laws of South Africa
- Trustees: Dr. Zanele Bridgette Gasa, Professor Njabulo S Ndebele and Ayanda Nogantshi
- Description of the main purpose of the Orbis Foundation: Providing non-profit educational and entrepreneurial youth development programs
- Email address: info@allangrayorbis.org
- Website address: <http://www.allangrayorbis.org>
- Physical address: 46 Hof Street, Oranjezicht, Cape Town, 8001
- Postal address: PO Box 21509, Kloof Street, Cape Town, 8008