

Please pay special attention to the clauses in bold as they may (a) limit the liability of the Foundation and/or a third party; (b) create risk or liability for You; (c) require You to release the Foundation and/or a third party from liability; (d) require You to acknowledge a fact

TERMS AND CONDITIONS

Last updated: July 2022

1 Introduction

The Allan Gray Orbis Foundation (The Allan Gray Orbis Foundation Trust Registration Number IT745/2006) ("We", "Us", "Our", "The Foundation ") provides the information on this Website ("Website") and/or Mobile Application ("App") subject to the terms set out herein and as may be referenced herein (collectively, the "Terms"). The Terms also regulate a person's ("You", "Your", "Participant") participation in the Allan Gray Entrepreneurship Challenge (The "Challenge"). Details of the Challenge can be found on the Website. The online platform via which the Challenge is made available to Participants is referred to as the "Challenge Platform". The Website, the App, the Gaming Network, and the Challenge Platform are referred to as the "Platform". By using the Platform and where applicable, registering to participate in the Challenge, You agree to the Terms. We may modify the Terms ("Amended Terms"). Amended Terms will be made available via the Platform. By using the Platform, you agree to the Terms. Each time you use the Platform you agree to be bound by the Terms or the Amended Terms, as the case may be.

2 Gaming Network

- 2.1 The social network where You create a user account and interact with other users is available here: [Gaming Network](#)
- 2.2 The Terms apply equally to the Platform and Gaming Network unless context shows otherwise.
- 2.3 To access the Gaming Network, you must create a user account and provide certain information and personal information.

- 2.4 All users must have a valid email address, access to a device that can run the Gaming Network, and access to the Internet.
- 2.5 All users must be at least 13 (thirteen) years of age. Any users under the age of 18 (eighteen) must have their parent or legal guardian's consent to participate in the Gaming Network.
- 2.6 There are several different types of users and You may have one role or many roles. Users include, amongst other things, public sector donors, teachers, champion teachers, schools, enterprises, entrepreneurs, non-governmental organisations, TVET students, TVET lecturers, candidate fellows, scholars, talent, The Foundation, administrators, and parents. Where appropriate You will be required to grant consent for various user types to access your information and personal information.
- 2.7 Different types of users have different levels of access to information and personal information, which We have deemed appropriate for the Gaming Network and the Challenge to function properly. A list of information provided to each user type will be provided on request.
- 2.8 We do not actively monitor all activities on the Platform, but reserve the right to delete any user account, or censor any content, for any reason that we deem appropriate, including but not limited to breaching these Terms. In particular, we reserve the right to delete a user account which appears to be a duplicate of another user account, as well as to delete or suspend a user account where activity on that account has been flagged as inappropriate by other users.

3 Information You Provide

You warrant that all information submitted by You is true, accurate, current and complete. You shall not misrepresent Your identity. The Foundation is entitled at any time to verify Your identity as well as any other information submitted by You.

4 Communications That Originate from Us

We will communicate with you via the Platform, including via the App (through push notifications and in App messages), or via other methods such as SMS and WhatsApp Messenger. You consent to us communicating with you in this manner.

5 Communications That Originate from You

We may assume that all electronic communications which reasonably appear to come from You or a person You have told Us is authorised to act on Your behalf are in fact from You and the form in which We receive the communication is the same as when it was first sent.

6 To Protect the Platform

You may not:

- 6.1 use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform without Our express written consent;
- 6.2 use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform other than the search engines and search agents available through the Platform and publicly available third-party web browsers;
- 6.3 post or transmit any file which contains viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform;
- 6.4 decipher, decompile, disassemble, or reverse-engineer (or attempt to) any of the software comprising or in any way making up a part of the Platform; or
- 6.5 use or hyperlink to the Platform unless agreed with the Foundation in writing.

7 Acceptable Use

You may not (i) use the Platform to view, send, receive, post, download, or otherwise disseminate any communication or material which affect the dignity of any person, including communications which are racist, sexist, pornographic/sexually explicit, obscene, misleading, defamatory, intimidating, offensive, untrue, demeaning, or a form of "hate speech", harassing, may bring Us or any other third party into disrepute; (ii) use the Platform for unlawful or immoral purposes including to transmit any file which contains viruses, worms, Trojan

horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform; (iii) post any material to the Platform that violates Our or any person's rights including breach of any copyright or other intellectual property rights; (iv) interfere with the Platform or servers or networks connected to the Platform; (v) violate any codes of conduct, terms of use, policies or regulations of networks and websites connected to the Platform; (vi) interfere with or attempt to interfere with any other person's use of the Platform or participation in the Challenge; (vii) gain access to or attempt to gain access to any account, computers or networks related to the Platform (viii) do anything which poses a security risk to the Platform or other Participants in the Challenge; (x) impersonate somebody else when using the Platform and participating in the Challenge.

8 Personal Information and Security

8.1 We will protect and use your personal information in accordance with our *privacy policy* [AGEC Privacy Policy](#).

8.2 By participating in the Challenge and using the Platform You may collaborate with users of different age groups. If you at any stage feel uncomfortable or notice any breaches of Clause 7, relating to Acceptable Use, you are strongly encouraged to make use of the reporting mechanisms available on the Platform.

9 Intellectual Property

9.1 We do not lay any ownership claim to any materials or content that you submit on the Platform ("Your Content"), which will continue to be owned by You or the relevant third party owner thereof. You should ensure that you have the necessary permission to submit materials or content owned by third parties.

9.2 We own or are licensed to use all intellectual property rights in and to all materials, text, content, videos, photographs, drawings and data (collectively, the "Materials") embedded in or forming part of the Platform itself. You may not reproduce, distribute, create a derivative, sell, broadcast or in any other way exploit the whole or any part of such Materials. For the sake of clarity, such Material does not include content that You submit.

9.3 The Platform in whole or in part and the Materials may not be reproduced, duplicated or copied or otherwise exploited for any purpose without Our express prior written consent.

- 9.4 We own or are licensed to use the trademarks, names, logos and service marks (collectively, the "trademarks") displayed on the Platform, whether registered or unregistered. You must obtain Our prior written permission should you want to use any of the trademarks.
- 9.5 To the extent necessary and subject to applicable law, You grant Us a perpetual, non-exclusive, licence to publish, make copies of, and create derivative works of Your Content. You may terminate the aforementioned licence by requesting us to delete your user account and profile on the Gaming Network, and request us to remove any content that we have published.

10 Warranties

- 10.1 The Platform is provided "as is". Subject to the Consumer Protection Act. No. 68 of 2008 as read with any of its Regulations ("CPA") We give no warranties, representations, statements or guarantees (whether express, implied in law or residual) about the Platform and/or the Challenge and/or any prizes won pursuant to the Challenge.
- 10.2 You warrant that You are legally entitled to access the Platform or participate in the Challenge and that You have legal capacity to be bound by the Terms. If you are entering into the Challenge on behalf of a school, or viewing the challenge on behalf of a non-governmental organisation or an enterprise, You warrant that you have the authority to bind the relevant organisation to these Terms.
- 10.3 You warrant that You will not do anything or omit to do anything that is contrary to the spirit of the Challenge or that may negatively influence any of the other Participants in the Challenge.

11 Limited Liability

- 11.1 Neither We, Our Directors, Sponsors or any of Our Affiliates are liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of whatever nature and howsoever arising whether or not We, Our Directors, Sponsors or any of Our Affiliate respectively have been advised of the possibility of such damages.
- 11.2 In addition, Neither We, Our Directors, Sponsors or any of Our Affiliates are liable for any loss, liability, damage or expense of any nature which may be caused by or attributable, directly or indirectly, to:

- 11.2.1 the Platform and/or the Challenge including participating in any activities or challenges which may form part of The Challenge;
- 11.2.2 your acts or omissions including any fraud, misrepresentation, negligence or misconduct; or
- 11.2.3 the winning, accepting and/or utilising any of the prize/s won pursuant to the Challenge.

12 External Links

External links may be provided for Your convenience. We make no representation as to their content and use of any external links is at Your own risk. When visiting external links, You must refer to their website's terms and conditions.

13 Breach

Should either of Us ("Defaulting Party") breach the Terms and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party ("Aggrieved Party"), the Aggrieved Party may, without prejudice to its other rights in law, terminate the Terms or claim immediate specific performance of all of the Defaulting Party's obligations, whether or not due for performance.

14 General

If there is any conflict between the Terms and the CPA, the CPA will apply. These Terms are the only record of the agreement between You and Us in relation to the subject matter of the Terms. Neither of Us are bound by any express, tacit or implied representation or warranty not set out in these Terms. **If either one of Us ("Grantor") gives the other ("Grantee") an extension of time to comply with the Terms or excuses the Grantee's non-performance of the Terms, this will not cancel or limit any of the Grantors rights, unless the Grantors has agreed in writing to such extension or excuse.**

15 The Law That Applies To The Terms

All matters arising from or in connection with the Terms will be decided in accordance with the laws of South Africa without giving effect to any principles of conflict of law.

16 Your Queries And Complaints

Please email any queries or complaints to info@entrepreneurshipchallenge.co.za

17 Proof Of Date Of Publication And Version Of Terms

A certificate signed by Our Website Administrator will, unless the contrary is proven, be enough evidence of (i) the date of publication and the content of the Terms; (ii) the content of earlier versions of the Terms; (iii) the date and content of any communication and notifications sent by You.

CHALLENGE RULES

1 Requirements to Participate

1.1. Learners must -

1.1.1. be in Grades **8 to 12** at a high school in South Africa (unless expressly agreed otherwise with Us), or TVET students obtaining their National Certificate Vocational (level 1, 2 or 3 NCV), and be at least 13 years of age. **Learner's below 18 must have parental or guardian consent to participate in the Challenge;**

1.1.2. have a valid email address which allows access to the Platform; and

1.1.3. create a user account on the Gaming Network and register for the Challenge.

1.2. Schools and Teachers

1.2.1. Schools must be a secondary school in South Africa, or a TVET college, registered in accordance with all applicable legislation ("**Secondary School**");

1.2.2. teachers (or TVET lecturers) must teach at a Secondary School (or a TVET college) and must create a user account on the Gaming Network and register for the Challenge; and

1.2.3. teachers must have a valid email address and access to internet.

1.3. Winners will be required to obtain a valid passport and be permitted to travel outside of South Africa. The winner shall forfeit the prize if unable to travel to the specified destination for any reason whatsoever.

- 1.4. **You consent to the verification of Your information and that of Your school (where you are a teacher) to create a user account, participate in the Challenge and / or receive prizes.**
- 1.5. **You are responsible for providing correct information when creating your user account (especially as this may be the only way to inform You of any prizes) and when submitting and completing any challenges to be eligible for prizes.**
- 1.6. You must keep Your device(s) updated and in a condition to be able to access the Platform and participate in the Challenge.
- 1.7. **Participation in the Challenge may be restricted to certain geographical areas. You must determine whether your location forms part of the Challenge before participating.**

2 Who may not participate in the Challenge:

Persons whose parents/legal guardians are directors, members, partners, employees, or agents of, or consultants to -

- 2.1.1 **the Foundation or any other person who directly or indirectly controls or is controlled by the Foundation;**
- 2.1.2 **the Foundation's marketing service providers utilised in connection with the Challenge;**
- 2.1.3 **Allan Gray Limited or any person who directly or indirectly controls or is controlled by Allan Gray Proprietary Limited; or**
- 2.1.4 **any supplier of goods or services in connection with the Challenge.**

3 How do I Participate

- 3.1 Your participation in the Challenge is free of charge and no fees are applicable.
- 3.2 You must register via the Gaming Network and provide certain information including user name and password that will be used each time to log into the Challenge Platform ("**Access Credentials**"). You are responsible for the safekeeping of these Access Credentials.

- 3.3 **Should anyone other than You use your Access Credentials We will assume that such has permission to use Your account. You are not however permitted to use anyone else's account to participate in the Challenge.**
- 3.4 You must inform Us immediately if there has been, or if You suspect, any unlawful access to Your User Account.
- 3.5 Once Your registration has been accepted, You will be given access to the Challenge Platform from where You will participate in the various activities that form part of the Challenge, including submissions to be made as part of the Challenge ("Submissions"), challenges and related tasks, peer-to-peer review and ratings systems, uploading challenge submissions and selfies and viewing and participating in the Challenge leader board.
- 3.6 **We reserve the right to (i) refuse any request to participate in the Challenge; (ii) terminate or suspend the Challenge in the event of technical or other difficulties that might compromise its integrity; or (iii) change or cancel the Challenge in whole or in part.**
- 3.7 There must be no reference to wording, images, copyrights, trademarks or any other distinctive sign of any company or product in any photographs or videos submitted by You.

4 **Commencement and Duration**

- 4.1 The Gaming Network remains open continually as it is a social medial platform. The Challenge Platform opens annually and generally runs for 5 consecutive weeks.

4.2 **Schools**

Schools must:

- 4.2.1 ensure that teachers who participate in the Challenge comply with the Challenge Terms;
- 4.2.2 confirm, on request, that participants are Learners or teachers at the school;
- 4.2.3 ensure that a teacher at the School is appointed as the school champion ("**Champion**");

4.2.4 register a profile on the Challenge Platform; and

4.2.5 provide all information about the School as requested by the Foundation from time to time.

4.3 Teachers (including TVET lecturers)

Teachers must:

4.3.1 register a profile on the Challenge Platform;

4.3.2 create a classroom profile for each class that he/she teaches and upload the learners' information for each class, including first names and surnames and mobile telephone numbers;

4.3.3 ensure that the learner and his/her parent / legal guardian has consented to submitting the learner's personal information to the Foundation and that it can be used on the basis set out in the Privacy Policy [AGEC Privacy Policy](#)

4.3.4 promote the Challenge in the school and to learners in the classroom; and

4.3.5 allow for a maximum of 30 minutes per week to assess Challenge submissions.

4.4 Champions

Champions shall -

4.4.1 be the contact point between the school and the Foundation;

4.4.2 comply with all reasonable requests of the Foundation in respect of the Challenge; and

4.4.3 promote the Challenge within in the school.

5 Communication of Information

All information relating to the Challenge, such as deadlines for entries and Submissions, specific rules and criteria for Submissions, the adjudication processes and the results and winners of the Challenge will be made available on the Platform from time to time.

6 **Adjudication**

- 6.1 All Submissions will be reviewed and vetted by Us before being submitted for adjudication.
- 6.2 **Adjudication and scoring of Submissions during the Challenge will be done by way of anonymous peer review, rating mechanisms or other method determined by Us.**
- 6.3 **The award of prizes and determination of Winners is in Our sole discretion and decisions are final and binding.**
- 6.4 A leader board will be displayed on the Challenge Platform for Participants to view the rankings of individuals and schools in the Challenge. Leader boards and winner announcements may also be distributed via email. **You consent to your information and results being published in this way.**

7 **Prizes**

- 7.1 Prizes will be communicated via the Platform and may differ from prizes previously described on the Platform. **No guarantees or undertakings are given in respect of any prizes. Further, the Foundation may change or cancel the prizes or any related services or products (if applicable) and which are identified as prizes from time to time.**
- 7.2 Prizes that are not in cash may not be redeemed for cash and are not exchangeable.
- 7.3 **You will only be eligible to receive a prize if You are able to fulfil the requirements to receive the prize (this may include parental / guardian's consent, obtaining a valid passport, and/or obtaining a visa).**
- 7.4 Winners will be contacted by Us, using the details provided on their user account within one week of the selection of the Winner. If any of the Winners cannot be successfully contacted following all reasonable attempts to do so We reserve the right to determine another winner in substitution. Any prize not taken up for any reason within one month of notification will be forfeited.
- 7.5 **Winners agree that their images and personal details may be shared via Our social media platforms and with our partners / sponsors for the purposes of marketing the Challenge.**

7.6 Winners may be requested to attend the draw and/or announcement of Winners, to participate in any marketing activity in respect of the Challenge and/or to allow their names and image to be used by Us for promotional purposes. You can at any time decline such request.

7.7 **You will be disqualified from winning a Prize if any information or images provided by You are incorrect or untrue and We relied on this information for purposes of giving a Prize.**

A copy of these rules can be found on the Website and Gaming Network throughout the period of the Challenge or can be obtained from the Allan Gray Orbis Foundation by request (email your request to info@entrepreneurshipchallenge.co.za).