

**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**

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**Last updated: 07 August 2019**

### **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**") 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. By using the Website 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 Website. By using the Website, you agree to the Terms. Each time you use the Website you agree to be bound by the Terms or the Amended Terms, as the case may be.

### **2 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.**

### **3 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.

### **4 To Protect The Website and the Challenge Platform**

You may not:

- 4.1 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 Website, any webpage of the Website or the online platform via which the Challenge is made available to Participants ("**Challenge Platform**") without Our express written consent;
- 4.2 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 Website other than the search engines and search agents available through the Website and publicly available third-party web browsers;

- 4.3 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 Website or the Challenge Platform;
- 4.4 decipher, decompile, disassemble, or reverse-engineer (or attempt to) any of the software comprising or in any way making up a part of the Website and/or the Challenge Platform;
- 4.5 use or hyperlink to our Website unless agreed with the Foundation in writing.

## 5 **Acceptable Use**

You may not (i) use the Website and/or the Challenge 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 Website and/or the Challenge 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 Website and/or the Challenge Platform; (iii) post any material to the Website or via the Challenge Platform that violates Our or any person's rights including breach of any copyright or other intellectual property rights; (iv) interfere with the Website and/or the Challenge Platform or servers or networks connected to the Website; (v) violate any codes of conduct, terms of use, policies or regulations of networks and websites connected to the Website and/or the Challenge Platform; (vi) interfere with or attempt to interfere with any other person's use of the Website and/or the Challenge Platform or participation in the Challenge; (vii) gain access to or attempt to gain access to any account, computers or networks related to the Website and/or the Challenge Platform (viii) do anything which poses a security risk to the Website and/or the Challenge Platform or other Participants in the Challenge; (x) not impersonate somebody else when using the Website and participating in the Challenge.

## 6 **Personal Information And Security**

We will protect and use Your personal information in accordance with Our *Privacy Policy* [**create hyperlink to privacy policy**].

## 7 **Intellectual Property**

- 7.1 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**") made available on the Website and the Challenge Platform. You may not reproduce, distribute, create a derivative, sell, broadcast or in any other way exploit of the whole or any part of the Materials.
- 7.2 The Website, the Challenge 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.
- 7.3 We own or are licensed to use the trademarks, names, logos and service marks (collectively, the "**trademarks**") displayed on the Website and the Challenge Platform, whether registered or unregistered. You must obtain Our prior written permission should you want to use any of the trademarks.
- 7.4 To the extent necessary and subject to applicable law, You unconditionally and irrevocably grant Us a perpetual right to any content submitted or uploaded by You to the Website and/or the Challenge Platform, during the Challenge.

## 8 **Warranties**

- 8.1 **The Website and Challenge 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 Website, the Challenge Platform and/or the Challenge and/or any prizes won pursuant to the Challenge.**
- 8.2 **You warrant that You are legally entitled to access the Website, 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, You warrant that you have the authority to bind the school to these Terms.**
- 8.3 **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.**

## 9 **Limited Liability**

- 9.1 **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 Neither We, Our Directors, Sponsors or any of Our Affiliate respectively have been advised of the possibility of such damages.**
- 9.2 **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:**
  - 9.2.1 **the Website, and/or the Challenge Platform and/or the Challenge including participating in any activities or challenges which may form part of The Challenge;**

9.2.2 **your acts or omissions including any fraud, misrepresentation, negligence or misconduct;**

9.2.3 **the winning, accepting and/or utilising any the prize/s won pursuant to the Challenge.**

10 **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.

11 **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.**

12 **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**

13 **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.

14 **Your Queries And Complaints**

Please email any queries or complaints to [info@entrepreneurshipchallenge.co.za](mailto:info@entrepreneurshipchallenge.co.za)

15 **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 11 at a high school in South Africa (unless expressly agreed otherwise with Us). **Learner's below 18 must have parental or guardian consent to participate in the Challenge.**

1.1.2. have a functioning cell phone which allows access to the Challenge Platform

1.1.3. register for the Challenge and create a user account.

#### 1.2. Schools and Teachers

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

1.2.2. teacher must teach at a Secondary School and must register for the Challenge and create a user account;

1.2.3. teacher must have a functioning cell phone and access to internet

1.3. **Participants must be in possession of a valid passport for at least six months after the date of return to South Africa and have no less than two full blank pages available in the passport. The winner must be permitted by the relevant authorities to travel outside of South Africa The winner shall forfeit the prize 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 to keep Your device(s) updated and in a condition to be able to access to the Challenge 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 provider's 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**
- 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 Website 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 (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**

Begins on 1 September 2019 and continues for 5 consecutive weeks.

## 5 Additional Requirements

### 5.1 Schools

Schools must:

- 5.1.1 ensure that teachers who participate in the Challenge comply with the Challenge Terms;
- 5.1.2 confirm, on request, that participants are Learners or teachers at the school;
- 5.1.3 ensure that a teacher at the School is appointed as the school champion ("**Champion**");
- 5.1.4 register a profile on the Challenge Platform; and
- 5.1.5 provide all information about the School as requested by the Foundation from time to time.

### 5.2 Teachers

Teachers must:

- 5.2.1 register a profile on the Challenge Platform;
- 5.2.2 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;
- 5.2.3 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 [[create hyperlink to privacy policy](#)];**
- 5.2.4 promote the Challenge in the school and to learners in the classroom; and
- 5.2.5 allow for a maximum of 30 minutes per week to assess Challenge submissions.

### 5.3 Champions

Champions shall -

- 5.3.1 be the contact point between the school and the Foundation;
- 5.3.2 comply with all reasonable requests of the Foundation in respect of the Challenge; and
- 5.3.3 promote the Challenge within in the school.

## 6 **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 Website and/or the Challenge Platform from time to **time**

## 7 **Adjudication**

- 7.1 All Submissions will be reviewed and vetted by Us before being submitted for adjudication.
- 7.2 **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.**
- 7.3 **The award of prizes and determination of Winners is in Our sole discretion and decisions are final and binding.**
- 7.4 A leader board will be displayed on the Challenge Platform for Participants to view the rankings of individuals and schools in the Challenge. **You consent to your information and results being published in this way.**

## 8 **Prizes**

- 8.1 Prizes will be communicated via the Website and/or the Challenge Platform and may differ from prizes previously described on the Website and/or Challenge Platform. No **guarantee's 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.**
- 8.2 Prizes may not be redeemed for cash and are not exchangeable.
- 8.3 **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, having a valid passport, and/or obtaining a visa).**
- 8.4 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.



- 8.5 **Winner's 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.**
- 8.6 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.
- 8.7 **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 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](mailto:info@entrepreneurshipchallenge.co.za))