

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 Endowment (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.africa/>).

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 Form 1 to Form 4 under the Current Education system (8.4.4) or its equivalent in corresponding education systems currently in place in Kenya such as I.G.C.S.E (unless expressly agreed otherwise with us) the School or the Teacher (Champion) shall be responsible in the procurement of consent from the Parents and or Guardians of the Students. 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.
- 9.3.7. Failure to procure the Consent of the Guardian or Parents of the participating students.

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.

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. We shall provide a feedback mechanism in the instance a Participant shall require to provide any feedback to us for our consideration through the contacts provided on our website or any other contacts as may be updated from time to time.

14.4. 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:

14.4.1. 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;

14.4.2. 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;

- 14.4.3. 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
- 14.4.4. 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).