



TADHackZA 2021 24-26 September Virtual Event

Emerging from the Pandemic - Collaboration
and Monetisation towards the 4IR

Register for TADHackZA
gklink.co/tadhackza



TADHackZA 2021 Hackathon Terms and Conditions

Please read and sign the below Terms and Conditions in order to take part in TADHack South Africa 2021. Participants who have not signed and returned this document will unfortunately be ineligible to receive prizes from the hackathon.

Hackathon Rules

1. This is an individual or team participation hackathon; you can participate solo or in teams of up to 6 (six) members. You can either invite your friends to form a team with you or you can request other teams to add you as a member. All members of your team must be located in South Africa.
2. There will be two rounds of judging. Submissions for the first round must be made by 08:00 on Sunday 26 September 2021, and the judging will take place in groups from 09:00 to 11:00.
3. Only the top twelve scoring teams' ideas submitted during Round 1 will be invited to present their idea live to the judges for a final round of judging at 14:00 on Sunday 26 September 2021 for the opportunity to win the overall prize.

NB: If you are not in the final 12 (twelve) teams, you can still stand a chance to win one of the many other prizes.

4. There is one general theme for the hackathon and your hack must be in accordance with this general theme. The theme is: "Emerging from the Pandemic – Collaboration and Monetisation towards the 4IR".
5. You are encouraged to use the local and global sponsors' APIs and resources.
6. You are expected to come up with new and innovative ideas, any idea that has been copied from somewhere will be disqualified.

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7. While you can bring an idea to the hackathon, your hack must be developed entirely during the Hackathon duration. You may use open-source libraries and other freely available systems / services such as Google Maps, Facebook Connect, Twitter feeds etc, but you must comply with the relevant licences governing such libraries.
8. The intellectual property in the App that you submit during the build phase belongs to you / your team, but MTN has the first right to purchase your idea should they wish to do so.
9. By participating in the hackathon, you agree to the terms and conditions that govern the challenge, as well as the terms and conditions of TADHack.com (<https://tadhack.com/2021/hackathon-rules/>)

Terms and Conditions for the TADHackZA Challenge 2021 (“Challenge”)

By participating in the Challenge and/or accepting any prize, and in consideration for the mutual undertakings and benefits detailed below you and each member of the team, as the case may be (each a “Participant”), hereby irrevocably agree to be bound by these terms and conditions pertaining to the Challenge (“T&Cs”), as well as any other terms and conditions applicable to the Challenge and incorporated in the terms hereof.

The Challenge is being promoted and run by MTN Group and MTN South Africa their staff, directors and/or third-party service providers (collectively, the “Organisers”). MTN and its affiliates are referred to herein collectively as “MTN”.

Each Participant agrees to be bound by the decisions of the Organisers, which are final and binding in all respects. The Challenge is being hosted by MTN South Africa which for purposes of the T&Cs are included as one of the “Organisers”. To the extent applicable, Participants shall also be bound by By Design Africa terms and conditions and/or privacy policies, as may be communicated to the Participants.

In the event of a conflict or inconsistency of any nature between these T&Cs and any other applicable terms and conditions, these T&Cs will take precedence.

MTN may, in its sole discretion, amend these T&Cs at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised terms and conditions, as published on the Challenge Portal (as defined below), or otherwise brought to the attention of the Participants.

1. Challenge Periods and Territories

1.1 Phase 1 of the Challenge, as further explained below in clause 4.1 of these T&Cs, will commence from 08:00 on 24 September 2021 and end at 08:00 on 26 September 2021.

1.2 Phase 2 of the Challenge, which is the Project Submissions and Judging phase, will start at 08:00 on 26 September 2021 and end at 17:30 on 26 September 2021.

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1.3 Phase 3 of the challenge, which is the Top 12 Live Presentations and Prize Giving phase, will commence at 14:00 on 26 September 2021 and end at 17:30 on 26 September 2021.

1.4 The territories in which the Challenge will be held are the whole of South Africa.

1.5 Successful Participants will be required to present their solution (as defined below) on date and location to be communicated by the Organizers during the Challenge in the respective Territories. The aforesaid date may be amended in the sole discretion of the Organisers.

2. Eligibility

2.1 In order to be eligible for participation in the Challenge, each entrant:

2.1.1 Must be a citizen or a legal permanent resident of South Africa.

2.1.2 Must be 18 (eighteen) years or older as at the commencement of phase 1.

2.1.2a If the participant is younger than 18 years old, legal consent from their parent or caregiver needs to be provided during Phase 1.

2.1.3 Should have no criminal record – Participants with a criminal record shall be automatically disqualified.

2.1.4 May be affiliated with or employed/contracted by an MTN competitor in the telecommunications industry.

2.1.5 Must be willing to provide to and verify to MTN their personal information including, but not limited to, full name/s and surname, identity / passport / residence permit, age, physical residential address, mobile telephone number and banking details.

2.1.6 Must abide by these T&Cs and the rules of the hackathon,

failing which, the winner(s) shall forfeit the Prize(s) (as defined below) on the grounds of ineligibility. Each entrant represents and warrants that by entering in or participating in this Challenge, he/she has full eligibility to do so.

2.2 The Organisers reserve the right to request proof that entrants have met any or all these eligibility requirements.

2.3 In entering the Challenge, you confirm that you are eligible to do so and eligible to claim any prize you may win.

2.4 The Organisers also reserve all rights to disqualify you if your conduct is contrary to the spirit or intention of the Challenge.

3.Registration

3.1 Registration to participate in the Challenge is free of charge.

3.2 Each Participant/Team Member must register as an individual. Teams can be made up of a maximum of 6 (six) Participants per team ("Team"). For the avoidance of doubt, reference to "Participant" in these T&Cs shall also include a Team comprising a maximum of 6 (six) member Participants.

3.3 For the avoidance of doubt, a Participant may include an employee/contractor of MTN or any MTN OpCo, provided all other eligibility requirements stipulated in Clause 2 (Eligibility) are met by such Participant.

4. Challenge Requirements and Participation Details

4.1 Phase 1: Prior to the expiry of Phase 1, Participants who have successfully registered for the Challenge in terms of the provisions of clause 3 (Registration), are required, in accordance with the terms of these T&Cs, to submit in the required format, via the provided Google Form and in accordance with any instructions contained therein, the idea/concept and submit their results.

4.2 Phase 2: All ideas and solutions submitted will be judged by the judging panels and the Top 12 will be identified (see Judging criteria below).

4.3 The Organisers' decision as to which Participants are invited to participate in the Phase 3 top 12 shall be guided by the provisions of clause 4.5 below, and such decision shall be final and binding.

4.4 Phase 3: If selected to proceed to Phase 3, the following judging criteria will be used:

5. Judging criteria

In order to determine the winners of the Challenge, MTN and the judges, in their sole and absolute discretion, assess each Idea and/or App (collectively, an "Entry") in terms of several criteria, including, without limitation, the following:

#	Criterion	Description	Scoring Weight
1	Impact	COVID-19 related issues and innovations for growing local telco, digital and fintech opportunities	10
2	Resourcefulness	How well did they use the resources provided to them? Also look at how best they used sponsor tools.	10
3	User-Centricity and Simplicity	Checking that it is designed in a way that involves the user (user-friendly) and how elegant the solution is	10
4	Wow Factor and Business Model	Did they blow your socks off? And what is the market potential?	10
5	Security	Is it secure and safe? Are they considering user privacy at scale?	10
TOTAL SCORE			50

6. Prizes and Winners

6.1 Grand Prize: The overall winner of the Challenge will receive \$1 000 USD provided by TADHack.com.

6.2 Other Prizes: In addition to the overall winner's prize, other prizes will be made available, for example, but not guaranteed and not limited to:

- Best Female Coder
- Best Vendor Use prizes
- etc.

6.3 All taxes and other expenses associated with the Grand Prize and Cash Prizes (collectively, the "Prizes") are the winners' sole responsibility.

6.4 The Prizes are not transferable and will be distributed to the winning Participants by By Design Africa.

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6.5 The Organisers reserve the right to substitute any prize with another prize of similar value.

6.6 Winner notification and acceptance: Following the decision by the Organisers of the identity of the winners of the Prizes, such winners of the Prizes will be contacted within 24 hours of the decision of the Organisers, using the telephone number or email address provided with the Challenge registration and/or Entry.

6.7 The Organisers will make reasonable efforts to contact the winner(s). In the event that any winner cannot be successfully contacted following reasonable attempts to do so by the Organisers, or is not available, the Organisers reserve the right to automatically disqualify such winner from the Challenge, such winner forfeiting the Prize, and to select an alternative winner.

6.8 The winners might be requested to provide or verify:

6.8.1 their personal information and other information required by the Organisers; and

6.8.2 an affidavit of eligibility, a liability/publicity release and any other forms or documents required by the Organisers or by a relevant tax/revenue authority, or any other governmental authority, as a condition of receiving a Prize,

failing which, the Prizes will be forfeited. In addition to the above,

6.9 If you are the winner of a prize, but you do not within 10 (ten) business days of being notified, claim your prize by personally attending the hackathon on a virtual platform, your claim will become invalid. After claiming a Prize pursuant to 6.3, should a winner not redeem his/her Prize within 3 (three) months, after being notified, as directed by the Organisers, his/her Prize will be forfeited.

6.10 In the event that a winner is chosen as one of the winners, but declines the Prize, such Prize shall be forfeited and the Organisers may select another winner.

6.11 Should a winner make any false statement(s) in any documentation required by the Organisers, such winner will be disqualified.

6.12 The Organisers will either publish or make available information that indicates that a valid award of Prizes took place. To comply with this obligation the Organisers will publish the details of the winners and the nature of their Entry in such format and in such media as the Organisers may in their discretion determine.

6.13 The prize may not be claimed by a third party on your behalf. The Organisers do not accept any responsibility if you are not able to take up the prize.

6.14 Limitation of Liability: Insofar as is permitted by applicable law, the Organiser (whether collectively or individually), and their agents or distributors will not in any circumstances be

responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where such eventuality is caused by the negligence of the Organisers, its agents or distributors or that of their employees.

7. Intellectual property

7.1 For purposes of these T&Cs, the term “Intellectual Property” shall mean “all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in models, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world”.

7.2 MTN and the MTN OpCos shall retain all rights, title and interest in and to all Intellectual Property owned, possessed, created or acquired by them, including related to any APIs, and nothing in these T&Cs shall grant to you, or support to grant to you any right in or to any such Intellectual Property.

7.3 To the extent required, MTN and the MTN OpCos hereby grant to you a limited, royalty-free, personal, non-transferable, licence to make use of the MTN Ayoba APIs for the sole purpose of taking part in the Challenge and for the duration of the Challenge only. The licence contained in this provision shall automatically expire on 26 September 2021 at 00:00.

7.4 Participants wishing to use Contactable APIs in the development of their solution will be required to sign an additional statement provided by Contactable; a link will be available to participants to whom this is relevant.

7.5 You, or in the event of a Team, the members of the Team, shall retain the full right, title and interest in and to the Intellectual Property rights subsisting in your App as determined by applicable laws.

7.6 In consideration for participating in the Challenge you hereby:

7.6.1 grant to MTN an irrevocable, perpetual, royalty-free, transferable licence to copy, adapt and use the Idea and/or App in order to run, adjudicate and promote the Challenge and in respect of any future promotional activities undertaken by, or for and on behalf of any MTN companies; and

7.6.2 consent to any MTN Group companies publishing the Idea and/or App and irrevocably agree that there is and shall be no obligation on any MTN companies to keep the Idea and/or App or any aspect thereof secret and/or confidential.

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7.6.3 You acknowledge that MTN and the MTN OpCos are continuously working on the development of new products and service offerings and as such have an extensive range of product and service concepts being assessed or under development at all times. For the sake of good order, it is recorded that you understand that no concept that is or becomes generally available to the public, or lawfully becomes known to MTN, or is known to MTN can be claimed to be proprietary in any way.

7.6.4 YOU SPECIFICALLY ACKNOWLEDGE AND IRREVOCABLY AGREE THAT THE SUBMISSION OF THE IDEA AND/OR APP SHALL NOT IN ANY WAY PREVENT, DISQUALIFY OR OTHERWISE LIMIT ANY MTN GROUP COMPANY'S RIGHT AND/OR ABILITY TO CREATE, DEVELOP OR ENHANCE ANY PRODUCT OR SERVICE OF WHATEVER NATURE, OR TO ALLOW ANY THIRD PARTY TO MAKE USE OF ANY MTN GROUP INFRASTRUCTURE OR SERVICES TO PROVIDE ANY PRODUCTS OR SERVICES TO ANY MTN GROUP CUSTOMERS.

7.6.5 IN ORDER TO GIVE EFFECT TO THE ABOVE MENTIONED PROVISION, YOU HEREBY IRREVOCABLY WAIVE, RELEASE AND FOREVER DISCHARGE EACH MTN GROUP COMPANY AND ITS DIRECTORS, EMPLOYEES AND/OR AGENTS FROM ANY AND ALL DEMANDS, ACTIONS, CAUSES OF ACTION, COMPLAINTS, SUITS, DAMAGES, LOSSES, JUDGMENTS, EXECUTIONS, ORDERS AND ANY AND ALL CLAIMS, DEMANDS AND LIABILITIES WHATSOEVER OF ANY KIND, WHETHER IN LAW OR IN EQUITY, KNOWN OR UNKNOWN, WHICH YOU HAVE OR MAY HAVE AGAINST ANY SUCH PARTY RELATED TO THE USE OF ANY IDEA.

7.7 Warranties: You warrant, undertake and represent that:

7.7.1 the Idea and if applicable, App, is your original work, and

7.7.2 to the extent that the Idea/App incorporates any third-party subject matter, whether in terms of any open-source licence or otherwise, you enjoy the lawful right to make use of such subject matter; and

7.7.3 to the best of your knowledge, the Idea/App does not infringe, violate or misappropriate the Intellectual Property rights of any third party.

7.8 You irrevocably agree that if so directed by MTN or a relevant MTN OpCo, in its sole discretion, you shall apply an MTN GROUP trademark/logo – as directed by MTN or a relevant MTN OpCo – to the landing/home page of the App for as long as required by MTN. The use of the MTN GROUP trademark/logo shall at all times be subject to the direction and requirements of MTN or the relevant MTN OpCo. Otherwise than as provided for in this cause, you shall have no right whatsoever to make use of any MTN GROUP trademarks/logos in any way.

7.9 You acknowledge and agree that the Organisers have the right to remove and/or reject any Idea/App that in the opinion of the Organisers:

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7.9.1 violates any rights of any third parties or that encourages or induces the infringement of the rights of any third parties; or

7.9.2 in any way contains false or misleading information or claims.

7.10 MTN and the MTN OpCos provide the MTN Ayoba APIs on an “as is” and “as available” basis. To the extent permitted by applicable law, we disclaim any and all warranties, express, implied or statutory, including warranties of accuracy, merchantability, fitness for a particular purpose, non-infringement, security, reliability, timeliness, and availability or performance. You understand and agree that you will use the MTN Ayoba APIs at your own discretion and risk and that you will be solely responsible for any damages, including but not limited to damages to any computer system or any loss of data, that arise from your use of the MTN Ayoba APIs.

7.11 For the sake of good order it is recorded that these T&Cs and specifically the provisions related to Intellectual Property shall apply to all Participants, whether only taking party in the Idea Phase or in both the Idea Phase and the Build Phase.

8. General

8.1 Without detracting in any way from the provisions contained in these T&Cs, the following general provisions shall apply:

8.2 MTN and the MTN OpCos reserve the right to amend these T&Cs at any time in accordance with the provisions contained in these T&Cs.

8.3 By entering and participating in the Challenge, you agree that the Organisers may collect and process your personal information for purposes of this Challenge (including, but in no way limited to, processing and administering entries, sharing a Participant's personal information with the Organisers' service providers and contractors as necessary to conduct and operate the Challenge, communicating with and awarding prizes to winners, making public announcements about winners, advertising, promoting and publicising the Challenge, etc). You also acknowledge that your personal information may be transferred across jurisdictions which may not have privacy standards comparable to that in the European Union and that any such transfer or processing of your personal information is subject to the privacy policies of the Organisers and any third parties and understand that the use of your personal information by any such third party is subject to the applicable privacy policy, and that the Organisers are not responsible for such use.

8.4 IN THE EVENT OF A DISPUTE BETWEEN THE PARTICIPANTS AND ANY OF THE ORGANISERS, THE DECISION OF MTN AND/OR THE MTN OPCOS WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, MTN

AND/OR THE MTN OPCOS SHALL BE ENTITLED TO DEAL WITH SUCH DISPUTES (OR ANY FAILURE BY PARTICIPANTS TO FOLLOW THE TERMS AND CONDITIONS) IN THEIR SOLE DISCRETION, INCLUDING THAT MTN AND/OR THE MTN OPCOS SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS WHICH THEY MAY HAVE IN TERMS OF THESE T&Cs, TO IMMEDIATELY DISQUALIFY PARTICIPANTS FROM THIS CHALLENGE. BY ENTERING THE CHALLENGE AND/OR ACCEPTING ANY PRIZE, THE ENTRANTS, PARTICIPANTS, USERS AND/OR WINNERS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE ORGANISERS (INCLUDING THEIR SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES), THEIR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS (THE "ORGANISER PARTIES") FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE CHALLENGE, AND/OR THE USE, ACCEPTANCE OR POSSESSION OF A PRIZE, AND/OR PARTICIPATION (OR NON-PARTICIPATION) IN A PRIZE-RELATED ACTIVITY.

8.5 Participants who, in MTN's AND/OR MTN OpCos' sole determination, act unlawfully, fraudulently, in breach of these T&Cs or otherwise dishonestly, or that brings MTN, any MTN OpCo or any member of the MTN Group's reputation into disrepute or threatens to do so, may be disqualified from participating in the Challenge and shall not be eligible to win any prize. Any attempt by you to interfere with or manipulate the Challenge may be a violation of criminal and/or civil law and may result, among other things, in your disqualification from the Challenge.

8.6 The Organisers may require the winner and the family members (at no fee) to be identified, photographed, filmed and the foregoing to be published in any media, subject to the winner's and family members right to decline participating in any such marketing activities.

8.7 ADDITIONAL TO ANY OTHER RIGHTS CONTAINED IN THESE T&Cs, MTN RESERVES THE RIGHT TO TERMINATE THE CHALLENGE AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, THE ORGANISERS WILL PROVIDE A NOTICE ON THE CHALLENGE PORTAL AND IT SHALL BE THE RESPONSIBILITY OF PARTICIPANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL PARTICIPANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST ANY OF THE ORGANISER PARTIES AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE ORGANISER PARTIES.

8.8 THE ORGANISERS ARE NOT LIABLE FOR ANY ENTRY THAT IS INCOMPLETE OR INCORRECT AND/OR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED. ANY PRIZE IS ACCEPTED BY A WINNER AT HIS/HER OWN RISK AND THE ORGANISERS ARE NOT LIABLE, AT ANY TIME, FOR ANY DEFECT IN THE PRIZE.

8.9 The laws of the Territory in respect of which the Participant participates in the Challenge shall govern the Challenge in that Territory. Any litigation arising out of, or in connection with the Challenge in a particular Territory shall be subject to the jurisdiction of the relevant court/s

of that Territory. By participating in the Challenge in a particular Territory, you irrevocably submit to the sole and exclusive jurisdiction of the courts within that Territory with jurisdiction for such purpose and waive any objection in connection with the same.

8.10 All Challenge queries must be directed to the organisers via Slack.