

10X-e Covid-19 Recovery Plans Survey
“Win a Seat” Competition
Terms & Conditions
Revision 2
30 September 2020

These general conditions for the competition apply to promotional activities organised by 10X-entrepreneur (the Provider). By participating in this competition, the participant agrees to the following Competition Terms and Conditions. In the event of a conflict between these standard terms and conditions and any competition specific rules, the competition specific rules will apply.

1. The promoter is: 10X-entrepreneur as operated by Edge Growth Accelerate (Pty) Ltd. (Reg 2017/124540/07) whose registered office is at Investment Place Office Park, Block B, 10th Road, Hyde Park, Johannesburg.
2. The competition is open to businesses with operations on the African continent, except businesses located in South Africa Businesses with offices in South Africa and elsewhere in Africa may enter.
3. Employees of Edge Growth Business Development (Pty) Ltd or its subsidiaries and/or affiliates and 10X-e employees and any of their close relatives and anyone otherwise connected with the Promotor and/or judging of the competition may not enter, partake in or win the competition.
4. There is no entry fee and no purchase necessary to enter this competition.
5. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
6. Route to entry for the competition and details of how to enter are via (insert 10X survey home page link).
7. The competition will also be promoted on LinkedIn, Disrupt Africa, on the website and in direct mailers.
8. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
9. Closing date for entry will be midnight (12h00 CAT) on 31 October 2020. After this date, no further entries to the competition will be permitted.
10. No responsibility can be accepted for entries not received for whatever reason.

2. Rules of the Competition and How to Enter:

The rules of the competition and how to enter are as follows:

1. The Provider is not responsible for inaccurate prize details supplied to any entrant by any third-party connected to this competition.
2. The competition offers the following 2 prizes: x1 seat for the Lead NOW Lab and x1 seat for the Scale the Google Way Lab, both taking place in 2020. These are 2 separate awards which may be won by separate entrants. All entrants of the first draw (other than the winner of such draw) will be automatically entered into the second draw for the second prize.
3. No cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
4. Winners for each prize will be chosen from all entries received by a judge or judging committee selected by the Promotor whose decisions will be final. Based on the nature of the prizes, the adjudication of winners will be conducted through evaluating relevant and appropriate information provided by the entrants as may be determined by the Promotor and based on information available to the judges at the relevant time.
5. The winner will be notified by email within five (5) days of the closing date. If the winner cannot be contacted or does not claim the prize within seven (7) days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner. The initial winner shall have not recourse against the promotor or otherwise for its failure to claim and/or collect the prize after a replacement winner has been selected.

6. 10X-entrepreneur will notify the winner of the dates of the lab seat they have won and how to attend.
7. The Promotor's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
8. The competition and these terms and conditions will be governed by South African law and any disputes will be subject to the exclusive jurisdiction of the courts of South Africa.
9. If you are under 18 years of age, you may attend the competition only with the supervision and consent of your parent or guardian. If you and/or your parent or guardian represent that you are of sufficient legal age to enter into and partake in the competition, whether on the Promotor's online or mobile registration mechanisms and platforms, you will be bound by any and all legal obligations and liabilities that you may attract or incur as a result of your or your guardians actions, omissions or representations. Any activities conducted by a person under the age of 18, shall be deemed to have been done with the consent of such child's parent or guardian who shall at all times remain responsible for the supervision and welfare of such minor whilst conducting or partaking of any activities in the competition by the minor and/or such parent or guardian.
10. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South African data protection legislation and will not be disclosed to a third party without the entrant's prior consent (save for the Promotor's right to use international servers to store and operate such information in accordance with its course of business).
11. The winner's name will be available 28 days after closing date and can be obtained by emailing the following address: mchaitezvi@edgegrowth.com
12. . Entry into the competition is conditional upon your acceptance, without modification, of these terms and conditions and your online registration and participation in or attendance at the competition constitutes your agreement thereto; which terms and conditions you are deemed to have familiarised yourself with the competition Terms.
13. This promotion is in no way sponsored, endorsed or administered by, or associated with, LinkedIn or any other social network. You are providing your information to the Provider and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at <https://edgegrowth.com/wp-content/uploads/2019/11/edge-growth-privacy-policy.pdf>
14. You acknowledge and agree that the Promotor shall be entitled, but not obliged, to establish the authenticity of any communication transmitted to it by way of the internet or mobile mechanisms or platforms which purports to emanate from you. You agree that all instructions, consents, commitments, reservations and any other communications which purport to emanate from you and which are sent to the Promotor and/or its agents by way of the internet or online or electronic source and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by you at all, shall be deemed to have been given by you in the form actually received by the Promotor and/or its agents and you will be bound by such details with no liability of whatever nature attaching to the Promotor and/or its agents in regard thereto.
15. You waive any rights you may have or obtain against the Promotor and/or its agents arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that the Promotor and/or its agents act on your instructions or instructions purported to emanate from you. You agree to and hereby indemnify the Promotor and/or its agents against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by you, arising as a result of the fact that the Promotor and/or its agents have acted on your instructions or instructions which purport to emanate from you.

3. Intellectual Property

1. Use, participation in or presence on or at the Promotor's registration mechanisms or platforms and/or the competition, as the case may be, is solely for your personal and non-commercial use. Copyright and all intellectual property rights in all materials, content and text (without limitation) made available through such avenues are owned by the Promotor and/or its affiliates and these are protected by intellectual property right laws. Accordingly, any unauthorised copying,

reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such material as aforesaid or any component thereof will constitute an infringement of such copyright and other such intellectual property rights. The trademarks, names, logos and service marks (collectively "**trademarks**") displayed on or at the promotor's mobile registration mechanism and/or the competition, as the case may be, are the registered and unregistered trademarks of the Promotor and/or its affiliates. Nothing contained on or at the promotor's mobile registration mechanism or platforms and/or the competition, as the case may be, should be construed as granting any licence or right to use any trademarks.

4. Personal Information

1. You hereby confirm that the information provided to the Promotor and/or its agents is given freely and voluntarily without coercion, whether given by yourself in your own capacity and/or for and on behalf of a child below the age of 18 years.
2. You further confirm that the personal information provided to the Promotor and/or its agents is complete, accurate, not misleading and shall be updated where necessary.
3. The Promotor hereby notifies you of the fact that they will collect, process and use your personal information (including, without limitation, your name, DOB and email address and business details and information) to:
 - a. operate, conduct and/or provide the competition and deliver the goods and/or services related thereto;
 - b. inform you of other products or services available from the Promotor and/or its agents or in relation to the competition (whether past, current or future);
 - c. contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered; and/or
 - d. inform you of new features, services, and products.
4. At all times, you are entitled to contact the Promotor at mchaitezvi@edgegrowth.com in order to correct any personal information collected, used or processed by the Promotor or to request the deletion thereof, subject to the rights afforded to the Promotor in terms of the POPI Act.

5. General

1. The Promotor and/or its agents reserve the right, in its sole discretion, to reject your registration, to refuse you access to the competition or to remove you from the competition at any time, without notice.
2. No failure or delay on the part of the Promotor and/or its agents in exercising any right or remedy hereunder or enforcing the terms and conditions of these competition Terms will operate as a waiver thereof. Headings are for convenience only and not for use in interpretation of these terms and conditions
3. Delay or failure to comply with or breach of any of these terms and conditions if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the party so failing ("*force majeure*"), will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other.
4. Should either party be prevented from carrying out its obligations by force majeure lasting continuously for a period of 30 (thirty) days, the parties will consult with each other regarding the future implementation of these terms and conditions. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) days thereafter, the Promotor and/or its agents shall be entitled to terminate all of its rights and obligations in terms of or arising from these terms and conditions and/or any service forthwith on written notice.
5. Should you communicate with the Promotor and/or its agents via email or such other forms of electronic communication, you thereby accept, unless otherwise expressly instructed, that

electronic communication as a medium of communication between yourself and the Promotor and/or its agents. Furthermore, electronic transmission of all agreements, registrations, notices, disclosure and other communication satisfy any requirement for such communication to be provided in writing.