TERMS AND CONDITIONS OF ENTRY FOR THE INVEST2IMPACT COMPETITION

All communication regarding the competition rules, including any queries and the lodging of any dispute, must be emailed to contact@invest2impact.africa.

1. The Invest2Impact Competition (“the Competition”) is operated by Traction Consulting (Pty) Ltd, a duly registered company in South Africa, registration number 2007/0015/2607, with its registered office at The Pavilion Building, Corner Dock and Portswood Roads, Victoria and Alfred Waterfront, Cape Town, South Africa, acting as an authorised service provider to and agent for the Development Finance Institute of Canada (“FinDev”), with its registered office at 1 Place Ville Marie, #2950 Montreal, QC H3B 2B6, Canada, and also Proparco, CDC, OPIC and the MasterCard Foundation, referred to collectively as “the Partners”; all parties jointly being the Organiser of the competition.

2. These terms and conditions constitute the sole rules governing entry into the competition, and no person or legal entity will be permitted to enter the competition, or be considered as an entrant, without acceptance of these terms and conditions.

3. Should an entrant be selected as a candidate for one of the 100 programme places, confirmation of such participation shall be subject to:
   
   a. validation of the correctness of the information provided in the entry form;
   
   b. signature of a Participation Agreement which will define the terms and conditions under which business and funding readiness support shall be provided.

4. In these terms and conditions, “entrant” is defined, jointly and severally, as the person completing the entry form and the business entity in respect of which they are entering as well as the shareholders and directors or partners thereof.

5. Entry into the competition is free, and no payment, fee or any other consideration is required to participate.

6. Entries must be completed by an individual on behalf of an entering business entity; this individual must be a director, shareholder or partner in the business entity, and must have the legal authority to represent the business entity.
7. The competition is open only to legally registered, for-profit business entities which comply with the competition entry criteria (“the criteria”), which criteria shall be published from time to time on the competition website at www.invest2impact.africa.

8. The Organiser shall, at its sole discretion, have the right to exclude certain types of business and business activity from acceptance and consideration; these business activities shall be described on the competition website as the “exclusions”.

9. If an entrant believes it is or has been being unfairly or incorrectly excluded, it may, following notification of exclusion, make written representations to the Organiser; such representations will be reviewed by a registered auditor appointed by the Organiser, whose decision shall be final.

10. Entry into the competition is only by means of the official online entry form, which shall be available during the designated period for entries, which period shall be communicated on the competition website at www.invest2impact.africa.

11. An entry shall only be accepted from an entrant if they have provided all information required by the official entry form, and submitted same prior to the closing date.

12. The act of submitting an entry form online shall not constitute acceptance of an entry form by the Organiser; acceptance shall only be constituted by the receipt of the submitted data, and the receipt by the entrant of an official email confirmation of submission.

13. No posted, emailed, faxed, hand-delivered, couriered, photocopied or verbal entries, nor any entry submitted on or via an off-line memory device, shall be considered or accepted.

14. Submission of any entry is final, and no entrant shall be permitted to access, see, amend, edit, change or otherwise alter their entry under any circumstances after submission.

15. An entrant may be disqualified from the competition at any time by the Organiser if the entrant:

   a. does not meet or comply with the competition criteria in any way;

   b. provides materially incorrect, misleading or false information, whether in the official entry form or in any other manner;

   c. acts in any way to prejudice, inconvenience, insult, harm or damage any other entrant or participant in the competition;
d. fails to comply with any reasonable request, instruction or requirement of the Organiser or their representatives.

16. The entrant gives their permission, in their individual capacity and on behalf of the business entity which is entering the competition, for the following use of all personal and business data provided:

a. Permission for the storage, viewing and publishing in the public domain for online and media publicity purposes of the name(s) and nature of the business, the individual entrant and owner(s) of the business and any photograph(s) or illustrations provided by the entrant, as well as any non-commercial commentary provided by the entrant in relation to the competition. No identity or passport numbers, or contact details which are not otherwise publicly available, will be published;

b. Permission for the storage, electronic transmission and viewing of all personal and business information provided in the entry form, by the competition Organiser and its agents, solely for the purpose of administering the competition and adjudicating all entries. This information will be kept strictly confidential and shall not be used to benefit the Organiser, or its agents

c. Permission for the Organisers and their agents and sub-contractors, to photograph, film and record the entrant and any director, partner or shareholder of the entrant during competition events and activities, and to use the content for publication in the media.

17. The entrant specifically allows and permits the Organiser to use the data specified below, for the purposes specified below, for the duration of the competition and one year thereafter, or for such additional period as the entrant may permit:

<table>
<thead>
<tr>
<th>DATA IN RESPECT OF WHICH PERMISSION IS GIVEN</th>
<th>ORGANISER’S PROPOSED USE OF SUCH DATA FOR WHICH PERMISSION IS GIVEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>All information provided by entrant in the competition entry form and in any presentation made by the entrant.</td>
<td>Stored on Organiser or their service provider’s server. Data shared with accredited competition adjudicators, administrative staff, registered auditor appointed by the Organiser, which third parties are all subject to strict data privacy agreements.</td>
</tr>
<tr>
<td>Entrant and company contact details.</td>
<td></td>
</tr>
<tr>
<td>Details</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Storied on Organiser or their service provider's server. Data visible to Organiser and their agents. Data utilised for email and telephonic communication with entrant as needed in connection with the entrant’s participation.</td>
<td>Any photographs, quotations of the entrant, video of the entrant. Storied on Organiser or their service provider’s server. Data / content used for competition promotional purposes including on Facebook, Twitter, LinkedIn and YouTube and on the competition website.</td>
</tr>
</tbody>
</table>

18. The competition is a method of identifying potential candidates for potential funding opportunities and other business support by the competition Partners, and does not in any way constitute or represent an offer of funding, and does not intimate or infer that the entrant qualifies for such funding.

19. The submission of an entry, selection as a finalist or winner, or selection to participate in any development programme or activity, is not an application for funding. No offer of funding is implied or made in the competition, the sole purpose of which is to identify businesses which may benefit from funding readiness and/or business support; as such, the purpose of the competition is to assist selected entrants by means of introductions on a no obligation basis to certain funders, including but not limited to certain institutions that are acting as the Organiser.

20. Any business information, tutorials, webinars and other learning or business development content, audio-visual material, reports, tools and templates provided to an entrant at any stage of the competition by the Organiser or any other party are for general business learning and development, and are not intended as specific business, financial, legal or investment advice for the entrant or business entity concerned; the sole responsibility for any and all business decisions and actions taken or not taken by the entrant, and any risk associated therewith, rest entirely with the entrant at all times. These materials belong to, or are licensed by, the Organiser, and are for an entrants’ internal business development purposes only. These materials may not be altered, shared, sold, or otherwise used by an entrant, without the consent of the relevant copyright holder.

21. Confirmation of selection as a finalist, or participant in any further development programme or activity, including the 2Xcelerate, 2Xcapital, 2Xcrowd, 2Xcatalyse and 2Xconnect is expressly conditional on:
a. Accepting and signing, in addition to this agreement, a finalist or programme participant agreement at the request of the Organiser;

b. Providing all information requested by the Organiser;

c. Attending all mandatory finalist or programme events required by the Organiser, unless otherwise arranged and agreed.

22. The basis for adjudication of entrants and the method of selection of finalists, winners and programme participants is at all times at the discretion of the Organiser, and in this regard:

   a. The Organiser and Partners shall not be required to provide or disclose any information on adjudication, scoring and/or any aspect of the adjudication process to any entrant;

   b. The Organisers and Partners will not enter into any correspondence regarding the adjudication and scoring of any entry.

   c. In the event of any dispute by an entrant with regard to the adjudication and/or scoring of their entry, a certificate from a registered auditor appointed by the Organiser confirming the validity or otherwise of the disputed adjudication and/or scoring shall be regarded as final and binding.

23. In the event that any term or condition stipulated herein is in conflict with or contravention of any public national legal statute or any regulation flowing from any such statute, to that extent shall such term or condition be null and void in that country where such statute or regulation is valid and in force.

24. No entrant may use the Invest2Impact name or logo or any other intellectual property of the Organiser in any way, without the express permission of the Organiser.

25. Any claim, complaint or objection in relation to the competition shall be lodged by email to the Organiser at contact@invest2impact.africa.