

TERMS AND CONDITIONS FOR THE AYOBA GAMING HACKATHON 2023

1. By participating in the Ayoba Gaming Hackathon 2023 (“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.
2. The Challenge is being promoted and run by Ayoba, its staff, directors and/or third-party service providers (collectively, the “**Organisers**”).
3. Each Participant agrees to be bound by the decisions of the Organisers, which are final and binding in all respects.
4. 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.
5. Your entry indicates your acceptance of these Terms and Conditions, and this constitutes a valid and binding contract. You confirm hereby that you have read and understood these Terms and Conditions and have consulted such legal advice as is needed in your opinion.

DATES, TIMES, AND THE EVENT

- The Ayoba Gaming Hackathon 2023 begins with a webinar event ahead of the hackathon on 25 April at 17:00 and ending at 19:00, aimed to introduce the Challenge, Ayoba’s development platform and the Games project.
- At this virtual event, Participants will have preview access to a developer sandbox environment.
- The Participants will also have access to coaches providing tech, UI/UX and business support, on an ad hoc, first come first served basis and no Participant shall have the right to demand such support; which will be allocated in Ayoba’s sole discretion.
- Ayoba will then host 50 Participants (including both individuals and/or in teams) in each physical location (Johannesburg and Cape Town) who will be notified

via electronic, space is limited. Other participants will be participants online through video conferencing and a digital workspace.

- All Participants will be invited to a further event wherein they will compete for the stated prizes on 05 - 07 May 2023 at the physical locations or virtual workspace.
- Following the decision by the Organizers of the winners of the Prizes, such winners of the Prizes will be contacted within 30 (thirty) days of the decision of the Organizers, using the telephone number or email address provided with the Challenge registration and/or Entry.
- The Organizers 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 Organizers, or is not available, the Organizers reserve the right to automatically disqualify such winner from the Challenge, such winner forfeiting the Prize, and to select an alternative winner.
- Ayoba may, in its sole discretion, terminate the Challenge, extend, or shorten its duration and change any of these dates and times.
- The event is to be held in South Africa only, but virtual competitors are permitted from any territory in Africa.

SCOPE OF THE CHALLENGE

- Make creative use of the Ayoba platform to build gaming services and solutions that meet the daily needs of African consumers and businesses.

CONDITIONS FOR ENTRY

- To enter Ayoba Hackathon 2023 You must:
- be a natural person lawfully based within the Continent of Africa.
- be over the age of 18 (eighteen) years.
- Provide your own equipment and internet access such as is needed to enter and compete.
- Have no criminal record (a criminal record will result in immediate disqualification).
- not, in any way, be affiliated with, or employed/contracted by an Ayoba competitor in the telecommunications industry.

- be willing to provide to and verify to AYObA their personal information including, but not limited to, full name/s and surname, identity / passport / residence permit / social security number, age, physical residential address, mobile telephone number and banking details;
- Agree to free access to your entry for the purposes of evaluation by the Judges and other required essential personnel.
- If applicable, declare on the Entry Form that the entry is being provided by a Group of people who meet the Conditions for Entry. There is no limit to the number of people that can create a Group together, but the minimum is two. We recommend not to have more than 6 members in a Group. You may submit multiple entries and participate in multiple Groups, if each one meets these criteria and submits a valid Entry Form. The members of a team may not change after entry. For the avoidance of doubt, reference to “**Participant**” in these T&Cs shall also include a Team.
- Companies and legal persons are not permitted to enter at this time, nor are employees of Ayoba and members of their immediate families, contactors, and Affiliates.
- Provide your complete entry before the closing date and time of the Hackathon.
- Entries must be in English or be accompanied by an English translation.
- Each entrant and Participant represent and warrants that by entering in or participating in this Challenge, he/she has full eligibility to do so.
- The Organisers reserve the right to request proof that entrants have met any or all these eligibility requirements. In entering the Challenge, you confirm that you are eligible to do so and eligible to claim any prize you may win.

Ayoba may disqualify at its sole discretion, entries that:

- are in any violation of third-party rights, law, or regulation whatsoever, but specifically of the Continent of Africa; or
- use inappropriate, racist, culturally divisive, unlawful, politically themed, or explicit language, or images, or display content that Ayoba otherwise finds objectionable for any reason in their sole discretion.

- or for any reason that is not listed here, but in the sole discretion of Ayoba is a valid reason to disqualify an entry.
- if your conduct is contrary to the spirit or intention of the Challenge.
- Disqualification means that your entry is rejected and will not be considered a valid participant in the Challenge. There is no appeal process upon disqualification.

HOW TO ENTER/ REGISTER AND PARTICIPATE

- Registration is free of charge.
- Please read the description and complete the Registration form on ayobagaminghack.gklink.co
- Sign up to create your account on the Challenge Portal by following the on-screen instructions.
- Note that your entry will not be considered valid if you have not completed an entry form and thereby accepted these T&Cs.

JUDGING CRITERIA

- To be communicated after being shortlisted.

LIMITATION OF LIABILITY

- ___As is permitted by applicable law, the Organizer (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 Organizers, its agents or distributors or that of their employees.

INTELLECTUAL PROPERTY RIGHTS

- For purposes of these T&Cs the term “**Intellectual Property**” shall mean “all patents, rights to inventions, copyright and related rights, trade-marks, 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.”

- Ayoba shall retain all rights, title and interest in and to all Intellectual Property owned, possessed, created or acquired by them, including related to any API's, and nothing in these T&Cs shall grant to you, or purport to grant to you any right in or to any such Intellectual Property.
- To the extent required, Ayoba hereby grant to you a limited, royalty free, personal, non-transferable, license to make use of the Ayoba APIs for the sole purpose of taking part in the Challenge and for the duration of the Challenge only. The license contained in this provision shall automatically expire on the 8th of May at midnight in South African time.
- 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.

In consideration for participating in the Challenge you hereby:

- grant to Ayoba 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 Ayoba; and
- consent to Ayoba publishing the Idea and / or App and irrevocably agree that there is and shall be no obligation on Ayoba to keep the Idea and / or App or any aspect thereof secret and / or confidential.
- You acknowledge that Ayoba is continuously working on the development of new products and service offerings and as such has 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 Ayoba, or is known to Ayoba can be claimed to be proprietary in any way.

- **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 AYOBA'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 AYOBA INFRASTRUCTURE OR SERVICES TO PROVIDE ANY PRODUCTS OR SERVICES TO ANY AYOBA CUSTOMERS.**

- **IN ORDER TO GIVE EFFECT TO THE ABOVE MENTIONED PROVISION, YOU HEREBY IRREVOCABLY WAIVE, RELEASE AND FOREVER DISCHARGE AYOBA 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.**

- Warranties: You warrant, undertake, and represent that:

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

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

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

- You irrevocably agree that if so directed by Ayoba, in its sole discretion, you shall apply an Ayoba trade mark / logo – as directed by Ayoba – to the landing/home page of the App for as long as required by AYOBA. The use of the Ayoba trademark / logo shall at all times be subject to the direction and requirements of Ayoba. Otherwise as provided for in this case, you shall have no right whatsoever to make use of any Ayoba trademarks / logo in any way.

- You acknowledge and agree that the Organizers have the right to remove and/or reject any Idea/App that in the opinion of the Organizers:
 - violates any rights of any third parties or that that encourages or induces the infringement of the rights of any third parties; or
 - in any way contains false or misleading information or claims.
- Ayoba provides the Ayoba platform specifications, tools and boiler templates 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 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 Ayoba platform tools.
- 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.

PRIZES AND FORMALITIES

- Participants stand a chance to win the following prizes.
 - \$6,703.80 for first place, \$2,793.25 for second place and \$1,675.95 for third place winner.
 - The cash prizes will be paid in USD as a net amount only.
 - A conversion rate of \$1 = R17.90 has been used, hitherto 03 March 2023, 09:36AM SAST. This will be used in the payment to the teams.
 - The winner will need to have a valid bank account in their own name to receive the prize. For the avoidance of doubt, if a winner is a registered team, the Prize amount will be divided equally amongst the number of Participants in such a team. This clause is a strict rule, and no deviation will be allowed, resulting in forfeiture of the Prize.
 - All taxes and other expenses associated with the Prizes (collectively, the “Prizes”) are the winners’ sole responsibility.

- o After winning a Prize, should a winner not redeem his/her Prize within 3 (three) months, after being notified, as directed by the Organizers, his/her Prize will be forfeited.
- o Should a winner make any false statement(s) in any documentation required by the Organizers, such winner will be disqualified.

GENERAL

- The judge's decision is final, and no correspondence will be entered.
- By entering and participating in the Challenge, you agree that the Organizers 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 Organizers' 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 Organizers 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 Organizers are not responsible for such use.
- The Winners and runner ups consent to their name, image and likeness being used and published by Ayoba in connection with the Challenge for a period of 12 (twelve) months after they are announced as winners or runner ups.
- By submitting an entry, Participants signify their consent to be bound by the Terms and Conditions contained herein.
- **IN THE EVENT OF A DISPUTE BETWEEN THE PARTICIPANTS AND ANY OF THE ORGANISERS, THE DECISION OF AYOBA WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, AYOBA 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 AYوبا 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.

- Winners and runner ups agree that it is an express condition of the Competition that in order to be eligible to redeem the Prize, the winner may be required to sign the appropriate acknowledgement of receipt of the Prize, as well as an indemnity and/or waiver of liability further to the terms and conditions already reflected in these Terms.
- Participants who, in Ayoba’s sole determination, act unlawfully, fraudulently, in breach of these T&Cs or otherwise dishonestly, or that brings Ayoba’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.
- Ayoba may, in its sole and absolute discretion, change, alter, modify, add, and/or remove portions of the Terms and Conditions at any time by updating the contents of this page and/or its website without notice to You. Any such amendments shall come into effect immediately and automatically. You undertake to review these Terms and Conditions regularly, for any such amendments. Should You not be amenable to these Terms and Conditions or any revised version of these Terms and Conditions, please do not participate in Ayoba Gaming Hackathon 2023.

- Participation in the Ayoba Gaming Hackathon 2023 event is entirely at your own risk.
- Ayoba will not return or provide a copy of an Entry.
- **ADDITIONAL TO ANY OTHER RIGHTS CONTAINED IN THESE T&Cs AYوبا 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.**
- **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.**