

## **“FREAK IN THE SPREADSHEETS” COMPETITION: TERMS AND CONDITIONS**

### **1 Definitions**

In these Terms, the words and expressions set out below shall have the meanings assigned to them and cognate words and expressions shall have a corresponding meaning, namely:

- 1.1 “Business Day” means any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.2 "Competition" means the "Freak in the Spreadsheets" competition governed by these Terms;
- 1.3 "Data Prime" means Data Prime Solutions Proprietary Limited, a private company with registration number 2007/019346/07;
- 1.4 "Entrant, you and/or your" means each natural person who enters the Competition by submitting a Working Paper Template in accordance with these Terms;
- 1.5 "Draftworx" means the financial statements and working paper drafting and preparation software provided by Data Prime under the name and style of "Draftworx";
- 1.6 "Entry Date" means the date on which the Entrant submits his or her Working Paper Template and Personal Information in the prescribed manner and form to Data Prime;
- 1.7 “Personal Information” means personal information as defined in POPIA;
- 1.8 "POPIA" means the Protection of Personal Information Act, 4 of 2012;
- 1.9 “Prize” means the amount of R10 000.00 (ten thousand rand) to be paid by Data Prime to the Winner in exchange for the best Working Paper Template, as determined by Data Prime in its sole discretion;
- 1.10 “the/these Terms” means these terms and conditions;
- 1.11 “Winner” refers to the Entrant who Data Prime determines in its sole discretion to have submitted the best Working Paper template, and who has complied with all of his or her obligations in these Terms; and
- 1.12 "Working Paper Template" refers to a working paper template in a spreadsheet format created by an Entrant on Draftworx which is the original work of such Entrant and is submitted to Data Prime pursuant to the Competition.

### **2 The Competition**

- 2.1 This Competition is held by Data Prime, which is a provider of accounting and financial software and cloud services including Draftworx.
- 2.2 The Competition is for the best Working Paper Template, as determined by Data Prime in its sole discretion, in exchange for which Data Prime shall pay the Winner the Prize. The

purpose of this Competition is accordingly for Data Prime to obtain, use and commercialise the best Working Paper Template, including all intellectual property rights in respect thereof, in exchange for payment of the Prize to the Winner.

2.3 By entering this Competition, you:

2.3.1 confirm that you have read, understand, and agree to these Terms and that you are 18 (eighteen) years of age or older. If you are under the age of 18 (eighteen) years or do not agree with these Terms, you cannot participate in this Competition; and

2.3.2 acknowledge and agree that this Competition is **not** a promotional competition as contemplated in section 36(1)(d) of the Consumer Protection Act, 68 of 2008. The Prize is not distributed by lot or chance. It is paid in exchange for the best Working Paper Template as determined by Data Prime. Furthermore, this Competition is **not** conducted in the ordinary course of business for the promotion of Data Prime's business or the sale of any goods or services.

### 3 Eligibility Requirements

3.1 The Competition is open to Entrants who are South African citizens that are 18 years or older at the time of entering the Competition.

3.2 The Competition is not open to:

3.2.1 directors, members, partners, employees or agents of, or consultants to, Data Prime; or

3.2.2 any supplier of goods or services in connection with the Competition; or

3.2.3 spouses, life partners, business partners or associates, or the natural or adopted parents, children, or siblings, of any of the persons specified above.

3.3 The Competition is open from **00:01** on **1 DECEMBER 2023** at until **23:59** on **30 JUNE 2024** during which period Entrants shall be able to submit Working Paper Templates in accordance with **clause 3.4** below.

3.4 In order to be eligible to participate in the Competition, you are required to:

3.4.1 create a Working Paper Template in a spreadsheet format;

3.4.2 submit your Working Paper Template by visiting and uploading the template with a video not longer than 5 minutes and not exceeding 100mb in size explaining the template to the following link <https://draftworx.com/contact/competition.html> by no later than **23:59** on **30 JUNE 2024** ; and

3.4.3 include your full names, e-mail address and cellphone number in the spaces provided.

- 3.5 It is your responsibility to ensure that any information you provide to Data Prime is accurate, complete and up to date.
- 3.6 Only entries to the Competition submitted in accordance with the foregoing will be valid, provided that Data Prime shall, in its sole discretion, be entitled to waive any non-compliance with these Terms by an Entrant.
- 3.7 The determination as to the validity of any entry shall be within the sole discretion of Data Prime.
- 3.8 You may enter the Competition as many times as you wish provided that the Working Paper Template in each of your entries is different i.e. no Working Paper Template may be submitted to Data Prime twice.
- 3.9 Data Prime accepts no liability for any Working Paper Template that may be lost.

#### **4 Warranties**

- 4.1 You warrant and represent to Data Prime that:
- 4.1.1 each Working Paper Template that you submit to Data Prime shall be your original work;
- 4.1.2 you have good title in respect of the Working Paper Template submitted and are entitled to lawfully and validly assign ownership of the Working Paper Template and all intellectual property rights in respect thereof to Data Prime; and
- 4.1.3 the Working Paper Template does not infringe any third party's intellectual property rights.
- 4.2 If the intellectual property vesting in your Working Paper Template vests in your employer or any other person by operation of law or for any other reason whatsoever, you shall include, together with the submission of your Working Paper Template in terms of **clause 3.4.2** above, an undertaking and release by your employer or other such person they agree that the Working Paper Template may be submitted on these Terms and that they agree that all right, title and interest in the Working Paper Template and the intellectual property rights in respect thereof shall be assigned to Data Prime with effect from the Entry Date should you be the Winner.

#### **5 Variation, Postponement, Suspension or Cancellation**

- 5.1 Data Prime shall be entitled, in its sole discretion, to vary, postpone, suspend or cancel the Competition or any aspect thereof, at any time and for any reason whatsoever, or modify or amend the Terms or the Prize.
- 5.2 In the event of such variation, postponement, suspension or cancellation, modification or amendment, you agree to waive any rights, interests and expectations that you may have in

terms of this Competition and acknowledge that you will have no recourse against Data Prime.

## 6 Award of the Prize

- 6.1 Data Prime shall determine the Winner by selecting, in its sole discretion, the best Working Paper Template entered into the Competition. Data Prime's decision on the Winner shall be final and binding and not subject to challenge in any forum.
- 6.2 The Winner will be determined by no later than **31 AUGUST 2024** and notified by means of the contact details provided to Data Prime. If Data Prime is unable to contact the Winner within 20 (twenty) business days of date of first notification from Data Prime, the Winner shall be deemed to forfeit the Prize without derogating from Data Prime's entitlement to own, use and commercialise the winning Working Paper Template.
- 6.3 In the event that you win the Prize, you:
  - 6.3.1 acknowledge and agree that all right, title and interest in and to the Working Paper Template referred to in **clause 6.1** above, and all intellectual property rights in respect thereof are assigned, irrevocably, absolutely and forever to Data Prime with effect from the Entry Date. The assignment of copyright in terms of this **clause 6.3.1** includes moral rights and, to the extent that moral rights cannot be assigned under applicable law, you waive such moral rights to the maximum extent permitted by applicable law and consent to any action of Data Prime that would violate such moral rights in the absence of consent;
  - 6.3.2 undertake to sign any and all documents as may be necessary to give effect to the assignment set out in **clause 6.3.1** above;
  - 6.3.3 agree to promptly disclose to Data Prime all intellectual property made, conceived, developed, discovered or created by you arising from or relating to the winning Working Paper Template;
  - 6.3.4 agree that Data Prime or its nominee/s shall be entitled to apply for and acquire protection in respect of the Working Paper Template in its own name or that of its nominee/s in South Africa and/or internationally;
  - 6.3.5 agree and acknowledge the validity of Data Prime's title to the Working Paper Template and you will not attack or dispute such title or assist any third party to do so; and
  - 6.3.6 will not conduct yourself in any manner which compromises or reflects unfavourably on the good name, reputation and image of Data Prime.
- 6.4 In order to receive the Prize, the Winner will be required to present to Data Prime a valid South African identity document or driver's licence and a bank confirmation letter with the bank

details into which he or she wishes to receive payment of the Prize and sign any and all such documents as may be required by Data Prime pursuant to **clause 6.3.2** above.

- 6.5 Data Prime shall pay the Prize to the Winner within 5 (five) Business Days of the Winner's compliance with **clause 6.4** above.
- 6.6 Your participation in the Competition is at your own risk. Data Prime shall not be liable for, and you hereby indemnify Data Prime against, any costs, losses, damages, personal injury or death incurred, suffered or sustained (including but not limited to that arising from any person's negligence, including gross negligence) by you in connection with participating in the Competition.

## 7 **Personal Information**

- 7.1 In terms of POPIA, Data Prime has a legal duty to process the Personal Information provided by you in a lawful, legitimate and responsible manner. To this end, you agree that Data Prime will process your Personal Information for purpose of evaluating your entry in the Competition.
- 7.2 You hereby grant Data Prime permission to use, store and process your Personal Information, as provided to Data Prime, in accordance with the provisions of Data Prime's privacy policy (which is available on Data Prime's website) and acknowledge that you understand the purposes for which it is required and for which it will be used. You unconditionally indemnify Data Prime against any liability that may result from the furnishing of your Personal Information in this regard.
- 7.3 You declare that all Personal Information provided by you to Data Prime is accurate, up to date, is not misleading and that it is complete in all respects. You undertake to immediately advise Data Prime of any changes to your Personal Information and acknowledges that if it is found that any information that has been supplied is false, you may be disqualified from the Competition.

## 8 **General**

### 8.1 Applicable Law and Jurisdiction:

These Terms shall be governed by and interpreted in accordance with South African law. You consent to the jurisdiction of South African courts and agree that any dispute arising out of these Terms or the interpretation thereof, both while in force and after its termination howsoever arising shall be submitted to and determined by a court of law in the Republic of South Africa.

### 8.2 Changes:

Data Prime may, from time to time, and in its sole discretion, amend these Terms. Such changes will be effected by way of publication on Data Prime's website, and you waive any right you may have to receive specific notice of such changes or modifications.

### 8.3 Waiver:

No latitude, extension of time or other indulgence which may be given or allowed by Data Prime to you in respect of the performance of any obligation or enforcement of any right arising from these Terms and no single or partial exercise of any right by Data Prime shall under any circumstances be construed to be an implied consent by Data Prime or operate as a waiver or a novation of, or otherwise affect any of Data Prime's rights in terms of or arising from these Terms or estop Data Prime from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of these Terms.

### 8.4 Notices:

8.4.1 You choose the physical and e-mail addresses submitted in your entry in terms of **clause 3.4.3** above as your *domicilium citandi et executandi* at which all formal notices, legal processes and other written communications may be delivered to you for the purposes of these Terms.

8.4.2 All notices, legal processes and other communications to Data Prime for the purposes of these Terms are required to be marked as follows and delivered e-mail or hand to the following address:

Name: Data Prime Solutions Proprietary Limited

Attention: **Earl Steyn**

E-mail: **info@draftworx.com**

Address: Stoneridge Office Park, 8 Greenstone Boulevard, Modderfontein, South Africa

8.4.3 Any notice to a party delivered by hand or by e-mail to its chosen physical or e-mail address, unless the contrary is proved, shall be deemed to have been received on the day of delivery or transmission, as the case may be.