

# EVENT TERMS & CONDITIONS

## EVENT TERMS AND CONDITIONS

### THE NELSON MANDELA CEO SLEEPOUT™ - LILIESLEAF EDITION

#### 1. Introduction

These Event terms and conditions ("Terms") apply to the Event owned by The Philanthropic Collection (Pty) Ltd and operated by Humanity and Co™ (Pty) Ltd (together, "The 2018 SleepOut™ Movement"). The Nelson Mandela CEO SleepOut™ Event for 2018 will take place in Johannesburg at the Liliesleaf Farm on Wednesday 11 July 2018 ("the Event"). Participants of the Event are required to sleep outdoors without shelter on one of the coldest nights of the year and raise funds to support the Primary Beneficiaries. The CEO SleepOut™ Trust, a non-profit organisation licensed by The 2018 SleepOut™ Movement to oversee the integrity of the Event, collect donations for the Primary Beneficiaries and issues S18A certificates in respect of those donations. The 2018 SleepOut™ Movement will receive a portion of the donations at a percentage that equates to international norms and will at least cover the expenses for the Event and ensure its sustainability. These Terms are binding on everyone who chooses to participate in the Event ("Participant") without qualification or exception. By participating in the Event, the Participant agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the Participant does not agree to any of the Terms, the Participant should not participate in the Event. The Participant further acknowledges that it has already agreed to the terms of participation as set out in the participant registration process.

#### 2. Eligibility

The 2018 SleepOut™ Movement reserves the right of admission both prior to and at the Event. Categories of Participants include CEO's who are:

- Executives of any size company (Board member; Chairperson; CEO; CFO; CIO; Financial Director; President)
- Senior Executives of any large company (Managing Director; Managing Partner; Vice-President)
- 'Notable' persons (Sports figures; celebrities; newscasters; entertainers; government)
- Nominated by the CEO of their company to represent the company at the Event

Each Host CEO is entitled to bring 4 distinguished guests, 4 Distinguished Guests from their company who have, in their view contributed to making South Africa a better place and who embody Mandela's inherent leadership qualities – to #RiseToTheChallenge and spend a winter's night outdoors at the iconic Liliesleaf Farm and Museum in Rivonia, Johannesburg. The 2018 SleepOut™ Movement reserves the right to determine which category of Participant each Participant shall form part of. Only eligible Participants are permitted to attend the Event.

#### 3. Conditions of participation

In order to participate in the Event, Participants must have raised at least R150,000.00 (one hundred and fifty thousand Rand) in the form of donations linked to their personal profile page (which amount must have been paid to The CEO SleepOut™ Trust prior to the Event). Each Participant shall have registered a personal profile page on the website [www.theceosleepoutza.co.za](http://www.theceosleepoutza.co.za) where they uploaded their full name, photograph, South African ID or passport number, relevant social media details (i.e. Facebook, Twitter, LinkedIn, Email), company name, company website and fundraising goal. By registering their personal profile page on the website, the Participant accepted the terms and conditions of the website, which include the terms and conditions of participation in the Event.

All donations received in a company or individual capacity are eligible for S18A Tax Certificates which will be issued by The CEO SleepOut™ Trust.

#### 4. Use of name, likeness and image

The Participant acknowledges that The 2018 SleepOut™ Movement is working with the media, sponsors, agents and affiliates to bring the Event to the largest audience possible. By participating in the Event, the Participant agrees that his/her name, photograph and/or footage may be used for promotional or advertising purposes. If you have an objection against your involvement in the Event being promoted or your photo or footage being used, please make this known to The 2018 SleepOut™ Movement before completing the registration.

#### 5. Indemnity

**The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, damage, cost or expense of whatsoever nature suffered or incurred by any person who participates in the Event, whether such injury or damage arose from negligence, gross negligence or otherwise. The Participant in the Event indemnifies and holds The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents harmless from any claim, loss, liability, cost or expense which may arise from such person's participation in the Event.**

#### 6. Alcohol Free Event

The Event is an alcohol free event and any alcohol brought onto the premises will be viewed in the most serious light. Failure to adhere to this clause will result in a penalty being levied against the Participant, which penalty shall be determined by The 2018 SleepOut™ Movement at its sole discretion.

## EVENT TERMS AND CONDITIONS

### THE NELSON MANDELA SOUTH AFRICA SLEEPOUT™ : EMPOWERED BY LILIESLEAF – FOR THE TOMORROW TRUST

#### 1. Introduction

These Event terms and conditions ("Terms") apply to The Nelson Mandela South Africa SleepOut™ Events which are owned by The Philanthropic Collection™ (Pty) Ltd and operated by Humanity and Co™ (Pty) Ltd (together, "The 2018 SleepOut™ Movement"). The Nelson Mandela South Africa SleepOut™ Events for 2018 (the "Events") will take place around the Republic of South Africa in support of The Nelson Mandela CEO SleepOut™ Event Liliesleaf Edition being held on Wednesday 11 July 2018. Participants of the Events are required to sleep outdoors without shelter on one of the coldest nights of the year and raise funds to support the satellite beneficiaries.

These Terms are binding on everyone who chooses to participate in any of the Events ("Participant") without qualification or exception. By participating in one of the Events, the Participant agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the Participant does not agree to any of the Terms, the Participant should not participate in any of the Events.

#### 2. Eligibility

The 2018 SleepOut™ Movement reserves the right of admission both prior to and at all of the Events.

The 2018 SleepOut™ Movement reserves the right to determine which category of Participant each Participant shall form part of. Only eligible Participants are permitted to attend the Events.

#### 3. Conditions of participation

In order to participate in a particular Event, Participants must donate items as stipulated on the wish list of the Satellite Beneficiary for the particular Event that the Participant wishes to attend. The wish list will be published together with the details of the specific satellite Event.

#### 4. Use of name, likeness and image

The Participant acknowledges that The 2018 SleepOut™ Movement is working with the media, sponsors, agents and affiliates to bring the Events to the largest audience possible. By participating in one of the Events, the Participant agrees that his/her name, photograph and/or footage may be used for promotional or advertising purposes. If you have an objection against your involvement in one of the Events being promoted or your photo or footage being used, please make this known to The 2018 SleepOut™ Movement before completing the registration.

#### 5. Indemnity

**The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, damage, cost or expense of whatsoever nature suffered or incurred by any person who participates in any of the Events, whether such injury or damage arose from negligence, gross negligence or otherwise. The Participant in any of the Events indemnifies and holds The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents harmless from any claim, loss, liability, cost or expense which may arise from such person's participation in any of the Events.**

#### 6. Alcohol Free Event

All of the Events are alcohol free events and any alcohol brought onto the premises will be viewed in the most serious light. Failure to adhere to this clause will result in a penalty being levied against the Participant, which penalty shall be determined by The 2018 SleepOut™ Movement at its sole discretion.

## EVENT TERMS AND CONDITIONS

### THE NELSON MANDELA SCHOOL SLEEPOUT™ EVENT – EMPOWERED BY LILIESLEAF: FOR THE TOMORROW TRUST

#### 1. Introduction

These Event terms and conditions (“Terms”) apply to The Nelson Mandela School SleepOut™ Events which are owned by The Philanthropic Collection™ (Pty) Ltd and operated by Humanity and Co™ (Pty) Ltd (together, “The 2018 SleepOut™ Movement”). The Nelson Mandela School SleepOut™ Events for 2018 (the “Events”) will take place around the Republic of South Africa in support of The Nelson Mandela CEO SleepOut™ Event – Liliesleaf Edition being held on Wednesday 11 July 2018. Participants of the Events are required to sleep outdoors at their schools without shelter on one of the coldest nights of the year and raise funds to support the Satellite Beneficiaries.

These Terms are binding on everyone who chooses to participate in any of the Events (“Participant”) without qualification or exception. By participating in one of the Events, the Participant agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the Participant does not agree to any of the Terms, the Participant should not participate in any of the Events.

#### 2. Eligibility

The 2018 SleepOut™ Movement reserves the right of admission both prior to and at all of the Events.

The 2018 SleepOut™ Movement reserves the right to determine which category of Participant each Participant shall form part of. Only eligible Participants are permitted to attend the Events.

#### 3. Conditions of participation

In order to participate in a particular Event, Participants will be required to register on the Website and pay the registration fee to participate and may in addition donate items as stipulated on the wish-list of the Satellite Beneficiary for the particular Event that the Participant wishes to attend. The wish-list will be published together with the details of the specific Satellite Event.

#### 4. Use of name, likeness and image

The Participant acknowledges that The 2018 SleepOut™ Movement is working with the media, sponsors, agents and affiliates to bring the Events to the largest audience possible. By participating in one of the Events, the Participant agrees that his/her name, photograph and/or footage may be used for promotional or advertising purposes. If you have an objection against your involvement in one of the Events being promoted or your photo or footage being used, please make this known to The 2018 SleepOut™ Movement before completing the registration.

#### 5. Indemnity

**The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, damage, cost or expense of whatsoever nature suffered or incurred by any person who participates in any of the Events, whether such injury or damage arose from negligence, gross negligence or otherwise. The Participant in any of the Events indemnifies and holds The 2018 SleepOut™ Movement, The CEO SleepOut™ Trust, the beneficiaries, its sponsors, contractors, employees and agents harmless from any claim, loss, liability, cost or expense which may arise from such person’s participation in any of the Events.**

#### 6. Alcohol Free Event

All of the Events are alcohol free events and any alcohol brought onto the premises will be viewed in the most serious light. Failure to adhere to this clause will result in a penalty being levied against the Participant, which penalty shall be determined by The 2018 SleepOut™ Movement at its sole discretion.