



CAPE
LEOPARD
TRUST

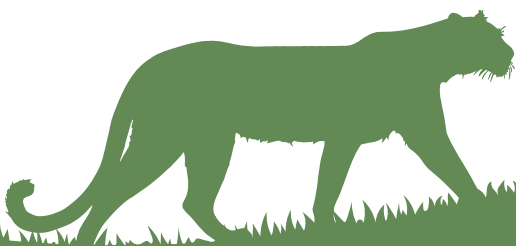


Mobi-kraal

A CAPE LEOPARD TRUST INITIATIVE

Conservation Kraal Challenge

Terms and Conditions





CAPE LEOPARD TRUST CONSERVATION KRAAL CHALLENGE TERMS AND CONDITIONS

The Conservation Kraal Challenge is organised by Cape Leopard Trust. By clicking on the “[Enter the Competition](#)” button on the Site and thereby entering the Conservation Kraal Challenge, each Entrant, and where the Entrant is a team, each team and team member, is bound by these Terms and Conditions. If an Entrant or, where the Entrant is a team, a team member, does not wish to be bound by these Terms and Conditions, such Entrant and/or team member may not enter the Conservation Kraal Challenge. Promotional materials relating to the Conservation Kraal Challenge, including all information on how to enter the Conservation Kraal Challenge, and the Conservation Kraal Challenge [Competition Guide](#) (defined below) also form part of these Terms and Conditions. If there is any conflict between any terms contained in such promotional materials and these Terms and Conditions, these Terms and Conditions prevail. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION REGARDING YOUR INTELLECTUAL PROPERTY RIGHTS IN YOUR DESIGN SUBMISSION AND THE USE THEREOF.

1. DEFINITIONS

In these Terms and Conditions, the following words have the following meaning given to them:

- “**Cape Leopard Trust**” : the trustees for the time being of the Cape Leopard Trust, a conservation focused charitable trust (Master’s reference number: IT 2720/2004);
- “**Conservation Kraal Challenge Competition Guide**” : The [Conservation Kraal Challenge Competition Guide](#) available at the Site, which contains, and details, the Conservation Kraal Challenge entry guidelines;
- “**Conservation Kraal Challenge Period**” : the meaning given to this term in clause 3;
- “**Conservation Kraal Challenge**” : the national innovation competition organised by the Cape Leopard Trust for the selection of a design for a mobile predator-proof kraal as a practical and affordable solution to depredation by multiple predator species for livestock farming communities;
- “**Design Submission**” : in respect of each Entrant, means the Questionnaire, as completed by that Entrant, including designs, diagrams and information in the nature of dimensions, materials, cost estimates and method of use;
- “**Entrant**” or “**you**” : each individual or team who/ which (i) is eligible to enter the Conservation Kraal Challenge; (ii) has registered its intention to compete in the Conservation Kraal Challenge by completing an online registration form via the Site and has thereafter received a registration confirmation certificate from Cape Leopard Trust; (iii) has completed the Questionnaire; and (iv) has submitted the

registration confirmation certificate and the completed Questionnaire on the Site and where an Entrant is a team, includes each team member, individually;

- “Intellectual Property Legislation”** : the Copyright Act 98 of 1978, the Designs Act 195 of 1993, the Patents Act 57 of 1978 and the Trade Marks Act 194 of 1993 and any regulations promulgated in terms of any such legislation;
- “Intellectual Property Rights”** : all intellectual property rights of whatever nature, including without limitation (i) all patents and other patent rights; (ii) rights in and to inventions, whether patentable or not; (iii) rights in trademarks, service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other *indicia* of origin; (iv) rights in designs; (v) copyright; (vi) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (vii) rights in databases and data collections; (viii) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for the registration of any of these and the right to apply for the registration of any of these, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
- “Mandatory Specifications”** : the meaning given to this term in clause 6.3;
- “Moral Rights”** : such rights as the Entrant may have to claim authorship of a drawing, design, or work capable of copyright protection and to object to any distortion, mutilation or other modification of a drawing, design or work capable of copyright protection, as contemplated in Section 20 of the Copyright Act 98 of 1978;
- “Parties”** : the Entrant and Cape Leopard Trust, and a reference to **“Party”** means either one of them as the context requires;
- “Questionnaire”** : the questionnaire created by or on behalf of Cape Leopard Trust for the design of a predator-proof kraal as a practical and affordable solution to depredation by multiple predator species for livestock farming communities for completion in English and submission by eligible Entrants;
- “Site”** : online portal at <https://mobikraal.org/enter-the-competition/>;
- “Submission Guidelines and Restrictions”** : the Submission Guidelines and Restrictions set out in clause 5 below;
- “Submission”** : in respect of each Entrant, means that Entrant’s registration confirmation form (provided to the Entrant upon the Entrant’s registration of intention to compete) and Design Submission;
- “Team Leader”** : has the meaning given to this term in clause 4.1.1.2;
- “Terms and Conditions”** : these [terms and conditions](#);
- “Winner’s Prize”** : R50 000.00 in cash, and cover of one week of travel within the Western Cape, to the value of R20 000.00, for the purposes of consultation with the Cape Leopard Trust on prototype/s of the design and/or visiting test site/s;
- “Winning Mobi-kraal Design”** : the Design Submission having the highest total score as determined by the Conservation Kraal Challenge judging panel; and

“Workable Mobi-kraal Design”

a Design Submission from which a workable prototype can be made as determined by Cape Leopard Trust and/or its designees.

2. ELIGIBILITY

2.1. The Conservation Kraal Challenge is open to:

2.1.1. individuals, who upon entry:

2.1.1.1. are citizens of, or permanently resident in, South Africa;

2.1.1.2. are at least 18 years of age at the time of entry; and

2.1.2. teams of individuals that have no more than 5 individual members and each individual team member satisfies the criteria in clause 2.1.1.1 upon entry.

2.2. An individual is not allowed to enter as an individual entrant and also be a member of a team.

2.3. It is recommended that Entrants have some degree of engineering, agricultural and/or conservation experience, but this is not an absolute requirement to enter the Conservation Kraal Challenge.

2.4. Cape Leopard Trust is the organiser of the Conservation Kraal Challenge. Directors, officers, members, managers, and employees of Cape Leopard Trust and any entities controlling Cape Leopard Trust, entities controlled by Cape Leopard Trust or under common control with Cape Leopard Trust, and their immediate family members (spouse, parent, child, sibling, grandparent, and “step” child, wherever they may live) are not allowed to enter the Conservation Kraal Challenge. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to enter the Conservation Kraal Challenge, entries must be completed and received by Cape Leopard Trust in the manner and format set out below.

3. CONSERVATION KRAAL CHALLENGE PERIOD

The Conservation Kraal Challenge entry submission period starts at 12:00:01 a.m. (South African Standard Time) (“SAST”) on 1 February 2024 and ends at 11:59:59 p.m. (SAST) on 30 June 2024 (the “**Conservation Kraal Challenge Period**”). All entries must be received during the Conservation Kraal Challenge Period and meet the other requirements in these Terms and Conditions to be eligible to win a prize. Cape Leopard Trust’s or its designee’s computer is the official time-keeping device for the Conservation Kraal Challenge.

4. HOW TO ENTER

4.1. To enter, complete the following steps during the Conservation Kraal Challenge Period:

4.1.1. step 1 (select whether to compete as a team or as an individual): Eligible participants may enter as one of the following categories of entrants:

4.1.1.1. Individual: when entering as an individual, only the single individual is participating in the Conservation Kraal Challenge.

4.1.1.2. Team: A single individual must be identified as the representative of the team (“**Team Leader**”) in the online registration form. When entering as a team, the team, represented by the Team Leader, is entering the Conservation Kraal Challenge. For any winning team, the prize will be given to the Team Leader who submitted the Submission for the team. Cape Leopard Trust will have no responsibility thereafter for distribution of the prize to the individual team members.

4.1.2. step 2 (registration of your intention to compete as an individual or a team): follow the instructions on the Site to complete the team details, which requires you to state whether you are participating as an individual or part of a team, your agreement to these Terms and Conditions and the submission to the Site of personal information. The registration form (together with the submission of required documents) must be completed by each individual Entrant, and where the Entrant is a team, the Team Leader on behalf of all team members. Documents including certified copies of acceptable identification documentation and South African citizenship or permanent resident status may be requested by the Competition team where verification is required; and

4.1.3. step 3 (completion of Design Questionnaire and submission of Design Submission), upload your design and complete the [Entry Questions](#) regarding the design of a predator-proof kraal as a practical and affordable solution to depredation by multiple predator species for livestock farming communities. Follow the instructions in, and complete, the Design Questionnaire and submit your Design Submission to the Site. A team’s Design Submission must be made solely by the Team Leader.

4.2. You must complete your Design Submission as set out in steps 1 to 3 to receive an entry into the Conservation Kraal Challenge. SUBMISSIONS RECEIVED BY POSTAL MAIL, FACSIMILE OR OTHER MEANS NOT EXPRESSLY PERMITTED IN THESE TERMS AND

CONDITIONS WILL NOT BE CONSIDERED. All Submissions must comply with the requirements of the entry instructions and be in the English language.

- 4.3. THERE IS A LIMIT OF ONE ENTRY PER PERSON OR TEAM. NO PERSON MAY OBTAIN MORE THAN ONE ENTRY INTO THE CONSERVATION KRAAL CHALLENGE. LIKEWISE, NO TEAM MAY OBTAIN MORE THAN ONE ENTRY INTO THE CONSERVATION KRAAL CHALLENGE. ATTEMPTS TO OBTAIN MULTIPLE ENTRY WILL RESULT IN DISQUALIFICATION.
- 4.4. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email or social media account. Any attempt to obtain additional entries through fraud, bots, or other illegitimate means will result in disqualification, at Cape Leopard Trust's sole and absolute discretion.
- 4.5. By completing your Design Submission, you agree that your Design Submission conforms to the Submission Guidelines and Restrictions. Cape Leopard Trust, in its sole and absolute discretion, may remove any Design Submission and disqualify you from the Conservation Kraal Challenge if it believes that your Design Submission fails to conform with the Guidelines and Restrictions.

5. SUBMISSION GUIDELINES AND RESTRICTIONS

- 5.1. Your Design Submission must not contain untruthful, incomplete, inaccurate or misleading information.
- 5.2. Your Design Submission must not (as determined by Cape Leopard Trust, in its sole and absolute discretion): (i) violate any third-party intellectual property or other rights, including, but not limited to, copyright, trademark rights, patent rights, confidentiality, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (vi) contain unauthorized third-party trademarks or logos; and/or (vii) otherwise be offensive or inappropriate in any manner.

6. SELECTION AND NOTIFICATION OF WINNER

- 6.1. An independent judging panel consisting of industry professionals is assigned for the Conservation Kraal Challenge. To ensure fair judgement and anonymity, submissions will be received only by Cape Leopard Trust and the identity of the Entrants will be substituted with assigned number codes before submission to the judging panel. Any entries that do not meet

the eligibility and submission requirements in terms of these Terms and Conditions will not be submitted to the judging panel for scoring.

- 6.2. Each judge will score each Design Submission independently, using the merit-based scoring matrix set out in the Conservation Kraal Challenge Competition Guide. Scores will thereafter be aggregated for each entry. Should there be a tie or discrepancy of scores, the entire judging panel will make a merit-based decision.
- 6.3. The design for a mobile predator-proof kraal in the Design Submission must meet the following specifications:

It must be a design of an enclosure:

- 6.3.1. with at least one entrance (which must be able to open and close securely):
- 6.3.2. suitable for containing sheep and/or cattle;
- 6.3.3. designed to exclude predators (e.g. leopard, jackal, caracal, brown hyena) and therefore have sufficient height, be difficult to climb over or under, be able to support weight/strength, etcetera;
- 6.3.4. light and small enough to transport by Code B vehicle (or tractor) with attached trailer on 4x4 tracks/farm roads;
- 6.3.5. suitable for two people to assemble and disassemble;
- 6.3.6. designed for the option of use on rugged, uneven terrain;
- 6.3.7. designed to withstand strong winds and extreme temperature conditions (frost, snow, high heat, UV); and
- 6.3.8. must not cause intentional harm to predators.

(collectively the “**Mandatory Specifications**”).

- 6.4. IF ANY OF THE MANDATORY SPECIFICATIONS ARE NOT SATISFIED, THE SUBMISSION WILL BE DISQUALIFIED.
- 6.5. Higher scores will be awarded if the design for a mobile predator-proof kraal in the Submission Design makes satisfies the following specifications (weighted, as set out in the scoring matrix):
 - 6.5.1. affordable/cost-effective for both subsistence and commercial farmers;

- 6.5.2. adaptable and suitable for containing up to 200 sheep, or 50-60 cattle (this is the average flock/herd size in the Western Cape), having regard for animal welfare;
- 6.5.3. scalable/modular;
- 6.5.4. reduced visibility through the sides for both livestock and predators;
- 6.5.5. blends in with the surrounding environment; and
- 6.5.6. any additional features that may aid in the deterrence of predators, but subject always to the Mandatory Requirement that the design must not cause intentional harm to predators.

(collectively the “**Recommended Specifications**”).

7. NON-EXCLUSIVE LICENCE OF INTELLECTUAL PROPERTY RIGHTS, WAIVER OF MORAL RIGHTS AND GRANT OF IMAGE RIGHTS

- 7.1. By entering into the Conservation Kraal Challenge, each Entrant and, where the Entrant is a team, each team member, hereby grants to the Cape Leopard Trust and its designees, a, irrevocable royalty-free, irrevocable, perpetual, non-exclusive license to make, use, dispose of, reproduce, adapt, modify, develop, publish, create derivative works from, incorporate into other works, transmit, disseminate or exploit any and all Intellectual Property Rights originated and/or created by you during the course of participation in the Conservation Kraal Challenge, in any manner or form or technology, and in whatever media, whether known or hereinafter invented or developed, in whole or in part, throughout the world, which licence Cape Leopard Trust and its designees shall be entitled to transfer or sub-licence.
- 7.2. The non-exclusive licence referred to in clause 7.1 will be effective from the date of creation of the idea, drawing, design, Design Submission or Intellectual Property Rights.
- 7.3. No further documentation needs to be executed to give effect to the licence in clause 7.1 and waiver of moral rights in clause 8. Each Entrant and, where the Entrant is a team, each team member, undertakes that it will, as soon as possible after receipt of a written request from Cape Leopard Trust, at Cape Leopard Trust’s cost, do all acts and execute all such documents as may reasonably be necessary or desirable to secure the grant to in Cape Leopard Trust of such licence in respect of all and any Intellectual Property Rights and the waiver of moral rights in favour of Cape Leopard Trust, in each case originated and/or created during the course of participation in the Conservation Kraal Challenge.
- 7.4. You further grant to Cape Leopard Trust the right to use your name, image, and aural and visual likeness on and in connection with your Submission and the Site, including without

limitation use in the exhibition, broadcast, distribution, advertising, marketing, or promotion of your Submission and the Site, and the Conservation Kraal Challenge.

8. RECOGNITION OF THE CREATOR'S INTELLECTUAL PROPERTY RIGHTS

- 8.1. If Cape Leopard Trust exercises its discretion to use, develop or commercially exploit a Workable Mobi-kraal Design, Cape Leopard Trust hereby agrees that every Entrant, or where the Entrant is a team, every team member, as an initial creator of an idea or Workable Mobi-kraal Design, shall be attributed a source of material credit in the following form, or such other similar and appropriate wording as determined by Cape Leopard Trust in its sole and absolute discretion, on the applicable Cape Leopard Trust web and/or social media sites or where the idea or Workable Mobi-kraal Design is marketed to Cape Leopard Trust donors, stakeholders, partners and third parties:

“Cape Leopard Trust would like to thank [insert name of Entrant(s) and where an Entrant is a team, every team member], the originator(s) of the idea behind the Mobi-kraal”

- 8.2. Save as for the right to recognition set out above, you hereby waive in favour of Cape Leopard Trust, or any successor in title, any Moral Rights.

9. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that:

- 9.1. you are eligible to enter the Conservation Kraal Challenge;
- 9.2. your/ your team's Submission is original to you/ your team and that you are the owner of all right, title and interest in and to the Submission and have the right to grant the rights granted herein or, alternatively, you have obtained all necessary rights and permissions to use and submit the Submission in connection with the Conservation Kraal Challenge and to provide all the rights specified in these Terms and Conditions;
- 9.3. you have/ your team has the unconditional right to submit the Submission to Cape Leopard Trust and the Submission and the use thereof as contemplated in these Terms and Conditions does not and will not violate or infringe upon any law or regulation or the rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity;
- 9.4. the Submission does not contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data;
- 9.5. all statements that you assert as fact are true and accurate;

- 9.6. your/ your team's participation in the Conservation Kraal Challenge does not violate the terms of your employment, and if required by your employer, you have permission from your employer to enter into this Agreement;
- 9.7. each member of your team has authorized the Submission and expressly agrees to these Terms and Conditions and agrees to release Cape Leopard Trust from all liability in connection with the Conservation Kraal Challenge; and
- 9.8. each Submission will fully comply with the rules of the Conservation Kraal Challenge, set out in these Terms and Conditions;

10. INDEMNITY

You hereby agree that you agree to defend, indemnify, and hold harmless Cape Leopard Trust, and its controlling entities, entities controlling Cape Leopard Trust, entities under common control with Cape Leopard Trust, successors and assigns, from and against any and all claims, demands expenses, losses or liabilities including, without limitation, reasonable attorneys' fees and punitive damages, arising out of or in connection with the Submission, or any use thereof, including without limitation those arising from any breach, or alleged breach, of the warranties, representations and promises provided by you in these Terms and Conditions.

11. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 11.1. The Parties agree that information confidential to Cape Leopard Trust might need to be disclosed during the course of participation in the Conservation Kraal Challenge.
- 11.2. The Parties accordingly agree that the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions as **Schedule A** forms an integral part of these Terms and Conditions and that by entering the Conservation Kraal Challenge, each Participant agrees to be bound by the provisions of the Confidentiality and Non-Disclosure Agreement.

12. ARBITRATION

- 12.1. In the event of any dispute arising out of or in connection with these Terms and Conditions or the subject matter of these Terms and Conditions including, without limitation, any dispute concerning -
 - 12.1.1. the existence of these Terms and Conditions;
 - 12.1.2. the interpretation and effect of these Terms and Conditions;
 - 12.1.3. the Parties' respective rights or obligations under these Terms and Conditions;
 - 12.1.4. the rectification of these Terms and Conditions;

12.1.5. the breach, termination or cancellation of these Terms and Conditions or any matter arising out of the breach, termination or cancellation of these Terms and Conditions; and

12.1.6. damages or any other claim,

the affected Party shall forthwith by written notice to the other Party request a meeting to attempt to settle such dispute, and failing such settlement within a period of 14 (fourteen) days from receipt by the other Party of the aforesaid notice, the dispute shall be referred to and decided by arbitration in accordance with the provisions set out below.

12.2. The referral to arbitration shall be by way of notice by an affected Party, which notice shall be given in writing and shall nominate an arbitrator and give a brief description of the claim or claims of which the Party concerned is aware. A copy of such notice shall be given to the other Party to these Terms and Conditions.

12.3. The Parties shall agree on the arbitrator who shall be a practising senior advocate who is a Senior Counsel of not less than 10 (ten) years standing as such. If agreement is not reached within 14 (fourteen) days of any Party in writing calling for agreement, the arbitrator shall be appointed by the President for the time being of the Legal Practice Council of the Western Cape.

12.4. The arbitration shall be held in Cape Town and the Parties shall endeavour to ensure that the dispute is determined within 90 (ninety) days after notice of the referral to arbitration is given in terms of clause 12.2.

12.5. The arbitration shall be governed by the Arbitration Act No. 42 of 1965 as amended, or any replacement Act thereof, and shall otherwise be according to rules to be agreed between the Parties or, failing such agreement, in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa ("**AFSA**").

12.6. Nothing herein contained or implied in terms hereof, shall preclude any Party from applying to any court of competent jurisdiction for a temporary interdict or other relief of an urgent and temporary nature, pending the decision or award of the arbitrator hereunder.

12.7. The Parties irrevocably agree that the decision or award of the arbitrator hereunder shall be forthwith carried into effect and may be made an order of any court of competent jurisdiction.

12.8. The provisions of this clause 12 are severable from the remainder of these Terms and Conditions and will remain in full force and effect notwithstanding the termination or invalidity of the remainder of these Terms and Conditions.

12.9. The Parties undertake to keep the evidence in any arbitration proceedings and any decision or award of the arbitrator hereunder, private and confidential.

13. GOVERNING LAW AND JURISDICTION

- 13.1. These Terms and Conditions are governed, and shall be interpreted and implemented, by the laws of the Republic of South Africa.
- 13.2. Subject to clause 12, in the event of a dispute between us, you consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town).

14. GENERAL

- 14.1. These Terms and Conditions constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. For the avoidance of any doubt, no Party shall be bound by any representation, warranty or promise not expressly recorded in these Terms and Conditions.
- 14.2. Subject to clause 14.3, no additions to, variation, amendment, waiver or consensual cancellation of these Terms and Conditions or of any of its terms or provisions, shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 14.3. Cape Leopard Trust has the exclusive right to keep the Conservation Kraal Challenge Competition Guide under review and, from time to time, to amend or vary the Conservation Kraal Challenge Competition Guide. Any such amendment will come into effect when published on the Site. You must ensure that you obtain the latest version of the Conservation Kraal Challenge Competition Guide before any action is taken based thereon. It is your responsibility to check the Site often.
- 14.4. No settlement of any disputes arising under these Terms and Conditions, and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of these Terms and Conditions, shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 14.5. No extension of time, waiver, indulgence or relaxation of any of the provisions or terms of these Terms and Conditions which a Party (the "**Grantor**") may grant to the other Party (the "**Grantee**") shall operate as an estoppel against the Grantor in respect of the Grantor's rights under these Terms and Conditions, nor shall any such extension of time, waiver, indulgence or relaxation prejudice or constitute a waiver of the rights of the Grantor who shall not thereby be precluded from exercising any rights against the Grantee strictly in accordance with these Terms and Conditions,
- 14.6. These Terms and Conditions contain all the express provisions agreed on by the Parties with regard to the subject matter of these Terms and Conditions and the Parties waive the right to rely on any alleged express provision not contained in these Terms and Conditions.

14.7. Neither Party shall be entitled to cede, assign or otherwise transfer any of her/its rights or delegate any of her/its obligations under or arising from these Terms and Conditions, to any third party without the prior written consent of the other Parties.

14.8. Any provision in these Terms and Conditions which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms and Conditions shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it had never been written (*pro non scripto*) and severed from the remainder of these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of such provision in any other jurisdiction.

End.

Cape Leopard Trust Confidentiality and Non-disclosure Agreement

1. DEFINITIONS

In this Confidentiality and Non-disclosure Agreement, the following terms shall have the following meanings, and where not defined below or herein, shall have the meanings given in the Cape Leopard Trust Mobile Kraal Competition Terms and Conditions:

1.1. **"Confidential Information"** means:

- 1.1.1. information and data of a confidential nature, including but not limited to designs, drawings, technical data, business plans, marketing information, strategic information, research plans and reports, systems, operations, techniques, know-how, methods, methodologies, models (including business models, costing models and operating models) and processes, formulae, concepts and ideas or commercial information, relating to the activities of Cape Leopard Trust and/or the Conservation Kraal Challenge;
- 1.1.2. such other information as Cape Leopard Trust may designate in writing as being confidential information at the time of disclosure to the Entrant or an individual team member; and
- 1.1.3. information in respect of all intellectual property proprietary to, or controlled by, the Cape Leopard Trust of whatever nature, including without limitation, patents, utility models, trade and service marks, trade names, designs, works of copyright, databases, in each case whether or not registered and including applications for the registration of any of these and the right to apply for the registration of any of these, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world; and

2. INTRODUCTION

- 2.1. Cape Leopard Trust may disclose Confidential Information to the Entrant during the course of the Entrant's participation in the Conservation Kraal Challenge.
- 2.2. All Confidential Information made available by Cape Leopard Trust to the Entrant is given access by virtue of the Entrant's participation in the Conservation Kraal Challenge is hereby acknowledged and

agreed by the Entrant to be Confidential Information, which is valuable, special and unique to Cape Leopard Trust and that such Confidential Information would not have been made available to the Entrant but for the Conservation Kraal Challenge. Accordingly, Cape Leopard Trust has a significant legitimate and commercial interest to protect the unauthorised disclosure of such Confidential Information and the Entrant acknowledges that Cape Leopard Trust is entitled to protect such interests through this NDA.

- 2.3. The Parties hereby enter into this NDA to regulate the provision and use of the Confidential Information and to protect the Confidential Information from dissemination to and use by unauthorised persons.

3. UNDERTAKINGS BY THE ENTRANT

- 3.1. The Entrant undertakes:

3.1.1. to treat as strictly confidential and not to disclose or divulge or permit to be disclosed or divulged whether in writing or orally or in any other manner, to any third party, any of the Confidential Information without the prior written consent of Cape Leopard Trust, which consent may be withheld for any reason whatsoever, other than:

3.1.1.1. where the Entrant is a team, to any team member provided that such team member has signed a confidentiality and non-disclosure agreement provided by Cape Leopard Trust, substantially in the form of this Agreement; and

3.1.1.2. to those person/s to whom the disclosure of such Confidential Information Cape Leopard Trust has consented, in advance and in writing, and such person/s has/ each of such persons have, at the election of the Cape Leopard Trust, signed a confidentiality and non-disclosure agreement provided by Cape Leopard Trust, substantially in the form of this Agreement or in a form acceptable to Cape Leopard Trust, and a signed copy thereof is delivered to Cape Leopard Trust;

3.1.2. to take all reasonable steps to protect the Confidential Information and keep it secure from unauthorised persons, adopting a reasonable degree of foresight and reasonable standards of care and safeguards, which foresight, care and safeguards shall not be less than the standard of care which a reasonable person would use, in similar circumstances, to protect their own confidential information;

- 3.1.3. not to use or exploit the Confidential Information for any purpose whatsoever other than strictly in relation to and for the purpose of participating in the Conservation Kraal Challenge;
 - 3.1.4. not to copy any of the Confidential Information disclosed by Cape Leopard Trust or made available in terms of this NDA unless Cape Leopard Trust expressly consents thereto in writing, which consent may be withheld in the sole and absolute discretion of Cape Leopard Trust. If Cape Leopard Trust consents to the copying of the Confidential Information, the Entrant shall only make copies that are strictly necessary for the purpose of participating in the Conservation Kraal Challenge and shall clearly mark all copies as “confidential”, ensure that all such copies can be separately identified from his/ her own information and ensure that all copies within his/ her control are protected against theft or unauthorised access;
 - 3.1.5. to take all reasonable steps to ensure that any third party to whom the Confidential Information is disclosed (as contemplated in terms of clauses 3.1.1.1 or 3.1.1.2) complies with the terms of this NDA;
 - 3.1.6. to inform Cape Leopard Trust immediately if:
 - 3.1.6.1. the Entrant becomes aware of, or reasonably suspects there has been, a breach by it of the obligations in this Agreement; or
 - 3.1.6.2. the Entrant is required by law to disclose the Confidential Information;
 - 3.1.7. if so directed by Cape Leopard Trust, to return to Cape Leopard Trust or destroy or delete any Confidential Information provided to it by Cape Leopard Trust together with all copies, notes and memoranda relating thereto; and
 - 3.1.8. not to discuss any matter with the media or any other third party in relation to the Conservation Kraal Challenge, except as permitted under this NDA or as is required by law; provided that, to the extent permitted by law and time permitting, the Parties shall first consult with each other as to the terms and timing of the disclosure.
- 3.2. The above undertakings shall not apply to -
- 3.2.1. Confidential Information which at the time of disclosure by Cape Leopard Trust is published or otherwise generally available to the public;

- 3.2.2. Confidential Information which after disclosure by the Cape Leopard Trust is published or otherwise becomes generally available to the public otherwise than through any breach of this NDA by the Entrant;
 - 3.2.3. Confidential Information which the Entrant demonstrates was known by the Entrant before the date the Confidential Information is disclosed to it by Cape Leopard Trust and which the Entrant is entitled to freely disclose to third parties;
 - 3.2.4. Confidential Information which the Entrant demonstrates was rightfully acquired from others who do not owe a confidentiality obligation to the Cape Leopard Trust; and/or
 - 3.2.5. Confidential Information which the Entrant is required by law to disclose.
- 3.3. If the Entrant is required to disclose Confidential Information as contemplated in clause 3.2.5, the Entrant shall:
- 3.3.1. promptly inform Cape Leopard Trust in writing prior to disclosure (to the extent permitted by such law);
 - 3.3.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it/ he/ she lawfully and reasonably can;
 - 3.3.3. afford Cape Leopard Trust a reasonable opportunity to challenge the validity of such requirement and/or intervene in the proceedings if it wishes to do so;
 - 3.3.4. co-operate with and comply with Cape Leopard Trust's reasonable requests as to the manner and terms (including timing and content) of such disclosure and any action which Cape Leopard Trust may wish to take to challenge the validity of such requirement and/or intervene in the proceedings if it wishes to do so; and
 - 3.3.5. notify Cape Leopard Trust of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.
- 3.4. The onus shall be on the Entrant to demonstrate that the provisions of clause 3.2 apply to the Confidential Information.
- 3.5. The Entrant shall co-operate with Cape Leopard Trust (at the Cape Leopard Trust's cost and expense) if Cape Leopard Trust decides to bring any legal or other proceedings to challenge the validity of a requirement to disclose Confidential Information pursuant to clause 3.2.5.