

# GEEKS4LEARNING GIVEAWAY TERMS @ CONDITIONS

## INTRODUCTION

- 1.1 Your information is received and controlled by us according to this Privacy Policy when you sign up for a user account or otherwise use the Website
- 1.2 We respect your privacy and take the protection of your Personal Information very seriously.
- 1.3 If you do not accept the terms of this Privacy Policy, then please do not enter the competition/giveaway contest. If you choose not to provide us with certain information that is necessary to enable us to use to choose a winner.
- 1.4 By accepting this privacy Policy, you confirm that you are at least 18 years of age and capable of entering into a legally binding agreement. This Privacy Policy takes effect when you enter the competition.
- 1.5 We reserve the right to change or modify this Privacy Policy and you should check this Privacy Policy from time to time for changes. If you do not agree with any of the changes, you must stop using our services.

## Definitions

- 2.1 Applicable Laws means all national, provincial, local and municipal legislation, regulations, statutes, by laws, consents and/or other laws of any relevant government authority and any other instrument having the force of law relating to the activities described under this Privacy Policy, including, without limitation the Protection of Personal Information Act, 2013 (Act 4 of 2013), as amended from time to time;
- 2.2 Data means any data, including Personal Information as amplified, if applicable, by the definition thereof as set out in the Electronic Communications and Transactions Act, 2002 and/or any equivalent legislation applicable in the jurisdiction in which this Privacy Policy is of application and/or performed, or Processed by us, or on our behalf;
- 2.3 Personal Information means information that specifically identifies you or that, when combined with other information, could be used to identify you and includes information that we collect from you on the basis contemplated in clause 8 below, but excludes:
  - 2.4.1 information that is anonymous, so that it does not identify a specific person;

2.4.2 permanently de-identified information that does not relate or cannot be traced back to you specifically.

2.4.3 non-personal statistical information collected and compiled by us and information that you have provided voluntarily in an open, public environment or forum.

2.5 Process means any operation or activity or any set of operations, whether or not by automatic means, concerning Data, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction, retrieval, alteration, consultation, testing or use, dissemination or distribution by any means and “Processing” shall have a corresponding meaning;

2.8 we, us or our means Geeks4Learning Proprietary Limited, registration number 2012/108562/07;

2.8.1 you or your means any person who uses our Website.

## USING YOUR PERSONAL INFORMATION

3.1 You give consent for us to use and Process your Personal Information:

3.1.1 to use on our social media;

3.1.2 to offer the prize to you;

3.1.3 to exercise, enforce, and comply with legal rights and obligations.

3.2 We may also request your consent to use your Personal Information for other purposes, and will use it only as described to you.

3.3 All use of Personal Information is subject to the Applicable Laws.

## SHARING YOUR PERSONAL INFORMATION

4.1 You give consent for is to Process and share your Personal Information:4.1 You give consent for is to Process and share your Personal Information:

4.1.1 with our service providers, contractors, and other third parties that help us to carry out the uses described in 4 above. When we share your Personal Information, we require the relevant third party to:

4.1.1.1 comply with this Privacy Policy and all Applicable Laws;

4.1.1.2 keep your Personal Information confidential and maintain adequate security over your Personal Information;

4.1.1.3 use your Personal Information only as needed to fulfil the relevant purpose.

4.2 We may also request your consent to share your Personal Information for other purposes, and will share it only as described to you.

4.3 We may share Personal Information that is de-identified or aggregated in a manner that does not personally identify you with the public and with third parties.

## **5. STORING AND SECURING YOUR PERSONAL INFORMATION**

5.1 We store your Personal Information, on our servers (and on the servers of our third party service providers that we appoint to provide services to us) and our Members also store your Personal Information on their own servers (and on the servers of their third party service providers that they appoint to provide services to them). Your Personal Information may be stored in South Africa and in other countries where a Member operates, and in countries where our respective service providers might operate. You acknowledge that we (and each Member) may transfer, process and store your personal information in South Africa and other countries, where the privacy laws applicable to those countries may be different to those in South Africa.

5.2 We control information collected through our Website and we have an information security program designed to protect information in our possession or control. This is done through a variety of privacy and security policies, processes, and procedures. We use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the information that we collect, receive, store or transmit. Notwithstanding the safeguards that we adopt to secure information, no method of transmission over the Internet, or method of electronic storage, is totally secure. We therefore cannot guarantee absolute security over your Personal Information. While we will use our best endeavours to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent hackers or other unauthorised persons from illegally accessing or obtaining information.

5.3 By using our Website or providing Personal Information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating the competition. If a security systems breach occurs, we may post a notice on our Website homepage ([www.geeks4learning.com](http://www.geeks4learning.com)) and may send an email to you at the email address associated with your User Account.

## **6. MANAGING YOUR PERSONAL INFORMATION**

6.1 Most of your Personal Information is available in your User Account. Your name, email address, and other identifiable user information is editable through the profile settings in your User Account.

6.2 You have the option of removing Personal Information from your User Account that you wish to keep private, however please be mindful of the fact that should you remove certain Personal Information such as your email address or contact number, that will hinder our ability to effectively choose you as a winner.

6.3 We will retain and use your Personal Information as necessary to comply with our legal obligations, resolve disputes, enforce our agreements and as otherwise permitted by the Applicable Laws. The same will hold true in respect of our Members in instances where you registered for a particular Course.

## **7. Elements of A Giveaway**

The following elements constitute a valid contract.

1. An agreement between the two parties. An agreement is the result of a proposal or an offer by one party followed by its acceptance by the other. That is between us and the contest.
2. There should be free consent of the parties, when they enter into the agreement.
3. The agreement must not be one, which has been expressly declared to be void.

4. Eligibility: Anyone is allowed to enter the competition.

5. Agreement to Rules

By entering the competition and agreeing to our terms and conditions you are giving us the right to announce your full names on social media pages should you be the winner.

4. Entry Period

The competition will run for a certain time and close. These are the dates that you will receive and accept entries.

5. How to Enter

The competition requirements are explained on the post.

6. Prizes

A winner will win a short course and cannot swap that for money. The acceptance of the prize grants us permission to use the Winner's entry, name, and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

7. Odds

The person who follows all the necessary steps and has more comment engagement will win the prize.

8. Selection and Notification of the Winner

In this section, explain how the winner will be selected (random drawing, a panel of judges if a skills-based contest, etc.) under your supervision. Tell giveaway entrants how and when you plan to notify the winner. Define the timeframe that the winner has to claim his or her prize and the prize may be forfeited if he/she doesn't contact you within the time limit.

9. Rights Granted by the Entrant

Anyone is allowed to enter the competition between the age of 18-35.

#### 10. Limitation of Liability

The participant's entry into your contest or giveaway constitutes his or her agreement to release and hold harmless) and its subsidiaries, affiliates, employees, etc., against all claims liability, illness, injury, death, loss, etc., that occurs directly or indirectly from participation in the contest or use/misuse of the awarded prize.

#### 11. Disputes

The entrant agrees, as a condition of participating in the promotion, that disputes not resolved between the participant and your company shall be individually resolved exclusively before a court located in your state, without resorting to any form of class action.

#### 12. Privacy Policy

Your information is subject to your privacy policy and where to find the privacy policy on your website. Be sure your privacy policy complies with those laws where you plan to execute your promotion.

#### 13. Affirmation of Acceptance of and Agreement to All of the Official Rules

By entering the contest, the entrant has affirmatively reviewed, accepted, and agreed to all of them. Also consider including a checkbox on your entry form that states something like, "By checking here, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules."

### 8. HOW TO CONTACT US

If you have privacy concerns, have disclosed Personal Information you would prefer to keep private, or would like to access the Personal Information that we maintain about you, please contact us at [enquiries@geeks4learning.com](mailto:enquiries@geeks4learning.com). If your request involves a Member, we will notify the appropriate Member of your request.