

Create Next Campaign Terms and Conditions

1. The Campaign

- 1.1. The organiser of the campaign is Skye Distribution (Pty) Ltd (**'Skye'**).
- 1.2. In this campaign, Skye will contribute a cumulative amount of up to two million rand to be awarded to a select number of students who are in financial need and who require assistance with payment of their student debt (**'the campaign'**). Skye invites eligible persons to submit either self-nominations or to nominate someone else whom they believe would be a viable candidate to receive such assistance.

2. Participants

- 2.1. **'Participant/s'** for the purposes hereof means all persons who submit nominations to Skye in this campaign. For the purposes of clarity, in instances where the nomination is not a self-nomination and is submitted on behalf of someone else, the person submitting the nomination will also be considered a participant in the campaign.
- 2.2. Only South African residents may participate in the campaign.
- 2.3. Participants under the age of 18 will require consent from a parent/guardian before participating. Skye reserves the right to request proof of such parental consent and to disqualify any participant who does not have such consent (if required).
- 2.4. The campaign is not open for participation to anyone associated with or affiliated to Skye, the sponsors or organizers of or a supplier of goods or services to the campaign.
- 2.5. By participating in the campaign, you agree to these terms and conditions and grant Skye, its affiliates and its relevant service providers the permission to correspond with you on related content for the duration of the campaign, and for all future iterations or instances of the campaign.

3. Nominations

- 3.1. In order to participate in the campaign, a nomination form must be completed, including the details of the person being nominated and a strong written motivation for the nomination (**'nomination/s'**).
- 3.2. Nominations may either be a self-nomination or a nomination submitted on behalf of someone else.
- 3.3. Nomination forms can be downloaded from the ConverseCreateNext.co.za (or can be accessed via WhatsApp by sending your name and #CreateNext to the following number: 061 806 0654).
- 3.4. Participants are permitted, but are not required, to submit videos as part of their nomination (**'video submissions'**).
- 3.5. The date for submission of nominations shall open at 08h00 on the 22 November 2021 and close at 23h59 on 18 February 2022.
- 3.6. Completed nominations must be submitted on or before the closing date either by being uploaded on the website or submitted via WhatsApp on the following number 061 806 0654.
- 3.7. In order to qualify for participation in the campaign, a person nominated (**'nominee'**) must:
 - 3.7.1. be between the ages of 13 and 28 years;
 - 3.7.2. be enrolled at and currently studying at an accredited secondary or tertiary educational institute;
 - 3.7.3. have student debt - for the purposes of the campaign, **student debt** shall mean outstanding tuition fees, including any interest accrued thereon;
 - 3.7.4. be in good academic standing with an annual academic average of 60% and above; and
 - 3.7.5. be in financial need.
- 3.8. Late, incomplete, incorrect or illegible nominations will be disqualified.
- 3.9. No responsibility is accepted by Skye for nominations that are late, delayed, misdirected or incomplete, or or failures due to malfunctions in communication services or for any other reason caused by events beyond the control of Skye, which may cause the submissions of nominations to be disrupted or corrupted. Proof of sending does not constitute proof of actual receipt by Skye.
- 3.10. Skye may, at its sole discretion, disqualify any incomplete or fraudulent submissions, submissions that do not comply with these terms and conditions or submissions that are found to contain information which is incorrect or untrue. Skye may also disqualify a participant if Skye finds that the participant has attempted to manipulate the outcome of the campaign.
- 3.11. Skye reserves the right to disqualify any participant submitting a nomination or any comment that is, in Skye's sole opinion, inappropriate, offensive, vulgar, indecent, racist, reflects negatively on the Converse brand, Skye or the products marketed by Skye, is upsetting to other participants, fans of the brand or directly aimed at Skye, or contrary to applicable law, and to remove any such nomination or comment.

3.12. Participants uploading video submissions grant Skye and its associated companies, affiliates, licensees, partners, marketing agencies and their successors-in-title and assigns the sole, worldwide, perpetual, sublicensable, transferable, royalty-free, irrevocable rights and license to reproduce, adapt, edit, rearrange, reproduce, translate, dub, broadcast, publish, display, create derivative works from, perform and generally exploit and use their video submission and the content thereof and all copyright and other intellectual property vesting in or relating to the video submission, in any and all forms, media and technology, in any manner and for any purpose. Participant shall have no claim against Skye or anyone else relating to use of their video submission. Participants will not receive any form of payment or consideration relating to use of their video submissions and they waive all claims in this regard. Participants waive all moral rights in their video submissions.

4. Vetting and disbursement of funds

- 4.1. Skye and/or its appointed vetting service provider shall assess each nomination on its own merits against the relevant eligibility criteria set out in paragraphs 2 and 3 above and Skye will make the final decision on which nominees shall be awarded funds. In the event of uncertainty or a dispute regarding whether or not someone complies with the eligibility criteria, Skye shall determine the matter in its sole and absolute discretion, which determination shall be final and binding.
- 4.2. The nominees to whom funds are awarded (**'the student/s'**) shall receive payment either in full or in part from Skye on their behalf toward their student debt. The number of students chosen and the amounts awarded shall be within Skye's sole discretion, provided that the amounts paid out to the awarded students shall not in aggregate exceed an amount of two million rand. Skye reserves the right not to award the full two million rand.
- 4.3. The decision of Skye in relation to any and all matters regarding this campaign is final and no correspondence or discussion will be entered into.
- 4.4. The amounts awarded are non-negotiable, non-exchangeable and non-transferable and shall be paid directly to the relevant educational institution to which the debt is owed.
- 4.5. In no circumstances shall Skye be liable for any future amounts or other amounts owing by the students to the respective educational institutions.
- 4.6. The students will each be contacted on or before 31 March 2022 using the telephone number or e-mail address provided in the nomination form. If the student does not respond or cannot be reached within three working days from being contacted, Skye shall, in its sole discretion be entitled to select an alternative nominee from the remaining eligible nominations. Only nominees selected to be awarded funds will be contacted.
- 4.7. The students will be required to provide Skye and/or its appointed vetting service provider with all information, documentation and authorisation reasonably required to verify eligibility and award the funds, including but not limited to:
 - 4.7.1. certified copy of ID;
 - 4.7.2. academic records;
 - 4.7.3. statements/invoices reflecting tuition fees outstanding;
 - 4.7.4. proof of enrollment;
 - 4.7.5. student number;
 - 4.7.6. parental consent (if applicable);
 - 4.7.7. such proof of financial need as Skye may deem necessary;
 - 4.7.8. any other information reasonably requested.
- 4.8. Should the student not provide the above information within one week of request, then the funds awarded may be forfeited and Skye shall be entitled, in its sole discretion, to select an alternative nominee from the remaining eligible nominations to receive funds.
- 4.9. The funds awarded will be paid to the relevant educational institution on behalf of the students as soon as is reasonably practicable after the above information, documentation and authorisations are provided to and vetted by Skye and or its vetting service provider. No payments will be made directly to the students in any circumstances.
- 4.10. The names of the students will be published on the website at the end of the competition on 31 March 2022, provided that Skye may elect in its sole discretion not to publish the names of any students if no decision has been made on students to be awarded.
- 4.11. Skye and its associated companies, affiliates, licensees, partners, marketing agencies and their successors in-title and assigns shall be entitled to use, broadcast or publish the names, photographs, images, personal backstory and details of any participants in the campaign, including (without limitation) in any medium or form of distribution and on any platform (including the internet and social media), and for any purposes whatsoever. No compensation will be payable to the participants in this regard.

5. Personal Information

- 5.1. Participants authorise Skye and its appointed agencies and/or service providers to collect, process, store and use their personal information for all purposes related to the campaign.
- 5.2. Where a participant submits personal information to Skye on behalf of a third-party, the participant confirms that the relevant consent has been obtained from the third party to share such personal information.
- 5.3. All personal information shall be processed by Skye in accordance with applicable laws.

6. General

- 6.1. In the event of a dispute regarding any aspect of the campaign and/or these terms and conditions, Skye's decision will be binding and final and no correspondence will be entered into.
- 6.2. Skye shall be entitled not to award funds if an insufficient number of nominations were received or the quality of the nominations were not of a sufficient or appropriate standard.
- 6.3. Skye reserves the right to withdraw or suspend the campaign or extend the closing date for submission of nominations at any time. The reasons for this may include, without limitation, the provisions of any law or any legal requirement, events or circumstances beyond Skye's reasonable control or if Skye finds that there has been tampering with the campaign process in whatever manner. You will have no recourse whatsoever against Skye and its associated agencies and retailers in this event.
- 6.4. Skye, Converse, Inc., their associated agencies and retailers shall not be liable for and participants hereby indemnify and hold them harmless against any claim, liability, damages (whether direct or indirect), cost, expense or penalty suffered or incurred by any person as a result of participating in the campaign or the acceptance of an award.
- 6.5. Skye will be entitled, in its sole discretion, to amend and/or update these terms and conditions by making the amended and/or updated version available online.
- 6.6. For all enquiries regarding the campaign or its outcome contact Skye's customer service center on 087 940 4664.

[24 January 2022]