



NIGERIA PACHIPANDA CHALLENGE TERMS AND CONDITIONS

These terms and conditions ("Terms") set forth the guidelines and requirements for participation in and submission to the PachiPanda Challenge in Nigeria (referred to as the "**Challenge**"). By participating in the Challenge, you agree to adhere to these Terms in their entirety.

1. Binding Agreement

- 1.1. These Terms set out the contractual framework for participation at the different levels of the Challenge from the selection process to when the winners are announced. Once accepted, it becomes a binding agreement among MTN Nigeria Communications PLC ("**MTN**") and National Conservation Foundation ("**NCF**") (both referred to as the "**Organising Committee**") and You.
- 1.2. In order to participate in the Challenge, you must agree to these Terms. You agree that submission of an entry in the Challenge constitutes your acceptance of these Terms. These Terms form a binding legal agreement between You and the Organising Committee with respect to the Challenge. All requirements within these Terms will be strictly enforced. Therefore, please read these Terms prior to submitting your entry to ensure you understand and agree to be bound by these Terms.
- 1.3. These Terms shall be read in conjunction with all official information about the Challenge at www.mtn.com (the "**Website**"). These Terms shall supersede any conflicting information on the Website.

2. Eligibility

- 2.1. The Challenge is open to individuals or teams residing in Nigeria.
- 2.2. The Challenge is open to individuals aged 16-35. Applicants under 18 must have/provide a parent or guardian's consent to participate. The consent form can be found at [consent form download \(link\)](#).
- 2.3. Employees of the Organising Committee, judges, sponsors, and their immediate family members are not eligible to participate.
- 2.4. The innovative solution proposed by the applicant(s) (the "**Project**") must be carried out in Nigeria, and it should be in line with the mission and goals of the Organising Committee.
- 2.5. The application must relate to any of the four challenge statements related to the Challenge.
- 2.6. The application must have concrete and measurable results, SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound) goals and high communicative value to increase the chances of approval.
- 2.7. The applicant/applicants must have a valid Nigerian passport.

3. Registration

- 3.1. All participants must register online through the designated registration form available at the Website within the specified deadline.



- 3.2. All participants must provide accurate and complete information requested during registration.
- 3.3. Participation is open to Individuals and teams (with a maximum to three members) and youth-led Small and Medium-sized Enterprises (SMEs).

4. Submission

- 4.1. All submissions must be received within the specified deadline. Late submissions will not be considered.
- 4.2. All submissions must be original and not infringe on the intellectual property rights of any third party.
- 4.3. All submissions must propose innovative and sustainable solutions that directly address at least one of the four challenge statements.
- 4.4. Each submission must include a title, comprehensive description, methodology, and potential impact.
- 4.5. Any supporting materials should be submitted in their original format (PDF, PowerPoint, etc.).
- 4.6. Participants may submit multiple entries, but each submission must be unique.
- 4.7. You acknowledge that the submission of your entry is without any reward to you and/or any compensation for any fees that may have been incurred by you in submitting your entry.

5. Intellectual Property Rights

- 5.1. Participants warrant and guarantee that they are the creators/owners of intellectual property in all submissions made by them and guarantee that such submissions are their original ideas and shall indemnify MTN to the fullest extent in the event of any intellectual property infringement claim or lawsuit resulting from their submissions.
- 5.2. Participants retain intellectual property ownership over their submissions. However, where MTN improves on the submission without the input of the participants, intellectual property rights on such improvements shall be owned by MTN.
- 5.3. By submitting your work, you grant the Organising Committee a non-exclusive, perpetual, royalty-free license to use, reproduce, distribute, and display your submission for promotional and/or commercial purposes related to the Challenge.

6. Evaluation

- 6.1. Submissions will be evaluated based on their innovative approach, feasibility, potential impact, and scalability.
- 6.2. The judging panel, appointed by the Organising Committee, will assess and select the winners.
- 6.3. The decision of the judging panel will be final and non-negotiable.



7. Prizes

- 7.1. The Challenge will offer prizes as outlined by the Organising Committee.
- 7.2. Prizes are not transferrable.
- 7.3. Winners will be solely responsible for any applicable taxes or fees associated with the prizes.

8. Publicity and Confidentiality

- 8.1. Every information, content, event, performance or incident related to this Challenge ("Confidential Information") shall be treated with the utmost secrecy and confidentiality by the Participant. Except where authorized by the Organising Committee in writing, no Participant shall disclose such Confidential Information) to any third party whatsoever.
- 8.2. Where Confidential Information is released to or accessed by any Participant in accordance with the requirements under this heading, such Participant shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of data and Confidential Information; except to a third party who is bound by a similar confidential obligation and upon prior written authorization of the Organising Committee.
- 8.3. This provision shall continue to apply even after the cancellation or completion of the Challenge. The Participant shall erase or cause to be erased all Confidential Information and data provided by. The Participant shall provide a written confirmation of the aforementioned deletion to the Organising Committee.
- 8.4. Additionally, if so required by law or valid legal or regulatory process, the Participant may disclose such Confidential Information, but only following notice by the Participant to Organising Committee of the requirement to disclose and reasonable cooperation with any attempt by Organising Committee to maintain the confidentiality of such Confidential Information.
- 8.5. The Organising Committee reserves the right to use participants' names, images, submitted materials, and any other relevant information for promotional purposes related to the Challenge.
- 8.6. The Organising Committee will treat all confidential information provided by participants with the utmost care and will not disclose it to third parties without consent. However, participants understand that the nature of the Challenge may require sharing certain information with judges and potential partners and such confidential information may be shared with the judges and potential partners as part of the participants' entries.

9. Governing Law

- 9.1. These Terms shall be governed by and construed in accordance with the laws of Nigeria.

10. Compliance

- 10.1. Participants must comply with all applicable laws and regulations.



11. Dispute Resolution

11.1. In the event of a dispute or difference in connection with or in relation to these Terms or its performance, construction or interpretation, the party alleging the dispute shall provide a written notice, giving particulars of the dispute (the "Notice of Dispute") to the other party. Dispute resolution shall be by negotiation, followed by mediation if unresolved by negotiation within fourteen (14) business days of service of the Notice of Dispute. If the dispute is still not resolved after fourteen (14) business days of it being referred to mediation, the dispute shall then be resolved by litigation.

12. Data Privacy

12.1. MTN may collect certain personal information of your registration, submitting of an entry and, generally, during the Challenge. Such information shall include the participant's name, location, mailing address, phone number, email address and any other applicable personal information. All personal information shall be stored, processed, and dealt with in line with the MTN's privacy policy, the Nigerian Data Protection Act, and any other applicable extant regulations. For more information on our privacy policy and how we manage your data, please refer to [MTN Privacy policy](#).

13. Disqualification

13.1. Participants found in violation of these Terms or suspected of fraud, plagiarism, or unethical behavior will be disqualified from the Challenge.

13.2. The Organising Committee reserves the right to disqualify any individual or team for any reason, at its sole discretion.

14. Liability

14.1. Participants acknowledge that they are participating voluntarily and at their own risk.

14.2. The Organising Committee, sponsors, and judges will not be liable for any loss, damage, or disappointment suffered whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, or injuries suffered as a result of participation in the Challenge.

15. Amendments

15.1. The Organising Committee reserves the right to modify or amend these Terms at any time without prior notice. Participants will be notified of any changes via official communication channels.

16. Severability

16.1. If any of the provisions of these Terms is deemed not enforceable by law, all other provisions outlined in these Terms will still apply.



17. Contact Information

17.1. For any inquiries regarding the Challenge, please contact the Organising Committee at sustainability.ng@mtn.com or visit our Website.

By participating in the Challenge in Nigeria and in the finale to be held in South Africa, you certify that you have read, understood, and agree to comply with these Terms and Conditions.