#THE21SECONDDARE CAMPAIGN TERMS AND CONDITIONS

IMPORTANT NOTICE. Please read these Terms carefully. Clauses in **bold** limit Club 21's liability, place risk on you, or create obligations for you. In particular, see clauses 2 (recurring charges), 4 (assumption of risk and liability waiver) and 5 (licence of your videos). By ticking the consent box at checkout, or by taking part in the challenge, you confirm that you have read and understood them.

1. About us and these Terms

1.1 The #The21SecondDare / #C21Seconds campaign ("the Campaign") is run by **Club 21 Learning Centre NPO**, NPO no. 281-583 NPO, PBO no. 930044173 ("Club 21", "we", "us"), of 156 South Street, Doringkloof, Centurion, Gauteng, email leon@club21school.co.za, tel. 012 667 2276, https://www.club21school.org/

1.2 These Terms apply to everyone who takes part in the Campaign, whether by recording or posting a challenge video ("Participant"), by signing up as a recurring donor ("Donor"), or both. They are in addition to our general Website Terms of Use and our Privacy Policy. If there is a conflict, these Terms apply to the Campaign.

1.3 All amounts are in South African Rand (ZAR). Club 21 is a non-profit organisation; all donations are used for its charitable and educational objects.

2. Recurring monthly donation

2.1 **By signing up as a Donor, you authorise Club 21, through its payment service provider, to charge the card you provide R21.00 (or the higher monthly amount you select) every month, starting on the date you sign up, until you cancel.**

2.2 Each later charge will be processed on or about the same day of each month as your first donation. If that day does not exist in a month, the charge will be processed on the last day of that month.

2.3 There is no minimum period, no sign-up fee and no cancellation fee. You may pause, change or cancel your donation at any time, as set out in our Refund and Cancellation Policy.

2.4 We will send you an email receipt after each successful charge. We will give you at least 30 days' notice by email before any change to how the recurring donation works. We will never increase your monthly amount without your express consent.

2.5 If a charge fails (for example, because a card has expired), we or our payment provider may retry it and may email you to update your details. If the charge still fails, your donation may be suspended. We will not charge you for missed months unless you ask us to.

2.6 You warrant that you are the authorised holder of the card used, or have the cardholder's express permission to use it.

3. Eligibility and age

3.1 **Donors.** You must be 18 years or older, and the authorised holder of the card used, to sign up as a Donor. Persons under 18 may not sign up as Donors or enter card details. A parent or legal guardian may sign up in their own name to donate on behalf of their family or child.

3.2 **Participants under 18.** Children and young people are welcome to take part in the challenge, provided that:

(a) a parent or legal guardian has given permission for them to record and post a video;

(b) they use social media in line with each platform's own age rules (TikTok and Instagram currently require users to be at least 13);

(c) younger children appear only in videos recorded and posted by a parent, guardian, teacher or other responsible adult; and

(d) they do not share their full name, school, address, phone number or location in their video or caption.

3.3 **Schools, clubs and corporate teams.** Where a school, club or employer organises group participation, that organisation is responsible for obtaining the necessary consents from parents (for learners) or employees before recording and posting, and for supervising the activity.

3.4 We may remove, decline to repost, or ask the poster to take down any content that appears to involve a minor without the required permission.

4. Safety, assumption of risk and liability waiver

4.1 The challenge is meant to be a simple, safe and fun 21-second activity. **You must not attempt anything dangerous.** In particular, do not:

(a) perform stunts, jumps from height, or activities beyond your fitness or ability;

(b) record on or near roads, railways, water, cliffs, rooftops or other hazardous places;

(c) use fire, weapons, vehicles, chemicals, animals or any substance in your challenge;

(d) record while driving, or record other people without their consent; or

(e) break any law, school rule or workplace rule.

4.2 **Participation in the challenge is entirely voluntary and at your own risk.** Club 21 does not organise, supervise, control or inspect any challenge recorded by Participants, and has no control over where, how or with whom it is recorded.

4.3 **To the fullest extent permitted by law, Club 21, its directors, trustees, staff, volunteers and partners will not be liable for any injury, illness, death, loss or damage of any kind (including damage to property, phones or equipment) suffered by any Participant or any other person in connection with attempting, recording or posting a challenge, except where caused by Club 21's gross negligence or intentional misconduct.**

4.4 **Where a Participant is under 18, the parent or guardian who gives permission accepts this clause 4 on the child's behalf and is responsible for supervising the child.**

4.5 You are responsible for your own content and conduct on social media. Club 21 is not responsible for the content of third-party platforms, for comments by other users, or for any platform's terms or privacy practices.

5. Your videos: licence and marketing consent

5.1 You keep ownership of (and copyright in) any video, image, caption or other content you create for the Campaign ("Content").

5.2 **By posting Content that uses #The21SecondDare, #C21Seconds or tags Club 21, you grant Club 21 a non-exclusive, royalty-free, worldwide licence to view, repost, share, embed, edit for length or format, and display that Content, together with your social media username, on Club 21's website, social media channels, newsletters and campaign materials, for the purpose of promoting the Campaign and Club 21's work. This licence lasts for the duration of the Campaign and 24 months afterwards, unless you withdraw it earlier under clause 5.5.**

5.3 You confirm that you own the Content or have permission to use it, and that everyone recognisable in it (or, for a minor, their parent or guardian) has agreed to it being posted and shared on these terms. Do not use copyrighted music outside the music libraries provided by the platform.

5.4 We will not sell your Content, use it in paid advertising, or alter it in a misleading or offensive way without first asking your permission. We will always try to credit you by your username. We will ask permission by direct message before featuring Content that shows a person who appears to be under 18.

5.5 You may ask us at any time to stop using your Content by emailing leon@club21school.co.za with a link to it. We will remove it from channels under our control within 10 business days. We cannot recall copies already shared by others or printed materials already distributed.

5.6 We may decline to share, and may report, any Content that is unsafe, offensive, discriminatory, defamatory or unlawful, or that misrepresents Club 21.

6. Your personal information (POPIA)

6.1 Club 21 is the responsible party for the personal information you give us during the Campaign, in terms of the Protection of Personal Information Act 4 of 2013 (POPIA).

6.2 **What we collect:** your name and surname, email address, mobile number, donation amount and history, and (if you request a tax receipt) your ID number or tax reference number and postal or physical address.

6.3 **Card details:** your card details are entered directly into the secure page of our payment service provider, PayFast, which processes them under the Payment Card Industry Data Security Standard (PCI DSS). Club 21 does not see or store your full card number or CVV.

6.4 **Why we use it:** to process your donation and recurring charges; to send receipts and, where applicable, s18A tax certificates; to report to SARS as the law requires; to respond to your queries and cancellation requests; to prevent fraud; and to send you updates on the Campaign and the impact of your donation.

6.5 **Marketing:** we will send you newsletters and fundraising appeals by email, SMS or WhatsApp only if you tick the optional marketing box at checkout. You may opt out at any time using the unsubscribe link in each message or by contacting us. Opting out of marketing does not cancel your donation.

6.6 **Sharing:** we share your information only with our payment provider, our IT, email and accounting service providers (under written confidentiality and security agreements), SARS where required, and law enforcement where required by law. We never sell or rent your information. Some service providers may store information on servers outside South Africa; we only use providers subject to adequate data protection laws or binding agreements, as required by POPIA s72.

6.7 **Retention:** we keep donation and tax records for at least five years, as required by tax legislation, and other information only as long as needed for the purposes above.

6.8 **Your rights:** you may ask to access, correct or delete your personal information, object to its processing, or withdraw consent, by contacting our Information Officer, Amanda Fourie, at principal@club21school.co.za. You may also complain to the Information Regulator (inforegulator.org.za).

6.9 Social media platforms process your information under their own privacy policies. Content you post publicly is visible to anyone.

7. Section 18A tax certificates

7.1 Club 21 is approved by SARS under section 18A of the Income Tax Act 58 of 1962. Donations to Club 21 may be tax-deductible for South African taxpayers, within the limits set by that Act.

7.2 There is no minimum donation amount to qualify. Your R21 monthly donations are added together over each tax year (1 March to the last day of February).

7.3 **To receive a certificate, you must formally request it at finance@club21school.co.za. Please provide your full name, ID number (or tax reference number) and address** when signing up or by updating your profile with us. SARS requires these details on the certificate and in the data we submit to it. Without them, we cannot issue a valid certificate.

7.4 We issue one consolidated annual s18A certificate per tax year, covering all donations received in that year, by [31 May] following the end of the tax year. You may request an interim certificate by email.

7.5 Donations that are refunded or reversed (including by chargeback) will be excluded from the certificate.

7.6 Club 21 does not give tax advice. Please consult your own tax adviser about whether and how you can claim a deduction.

8. General

8.1 **Changes.** We may update these Terms from time to time. The current version, with its effective date, will always be published on the Campaign page. Material changes affecting recurring Donors will be emailed at least 30 days before they take effect.

8.2 **Ending the Campaign.** We may end or suspend the Campaign at any time. Recurring donations will continue after the Campaign ends unless you cancel, and continue to support Club 21's general work. We will notify Donors by email if the Campaign ends.

8.3 **Use of our name and logo.** You may use the Campaign hashtags and tag Club 21, but you may not use our logo or name in a way that suggests you are our official representative, or collect money on our behalf, without our written consent. All donations must be made through club21school.org.

8.4 **Governing law.** These Terms are governed by the laws of the Republic of South Africa. Nothing in these Terms limits any right you have under the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, POPIA or any other law that cannot lawfully be excluded.

8.5 **Severability.** If any clause is found to be invalid, the rest of these Terms remain in force.

8.6 **Contact.** Questions about these Terms: leon@club21school.co.za or 012 667 2276.

REFUND AND CANCELLATION POLICY

In short: you can cancel or pause your monthly donation at any time, at no cost, with no minimum period. Donations are not refundable once processed, unless a charge was made in error or without your authority. Tell us within 30 days if something looks wrong.

1. Cancelling your recurring donation

1.1 You may cancel your monthly donation at any time, for any reason. There is no minimum term, no notice period and no cancellation fee.

1.2 You can cancel in any of these ways:

1. **Self-service:** click the "Manage or cancel your donation" link in any donation receipt email from PayFast.
2. **Email:** send an email to finance@club21school.co.za with the subject "Cancel my donation", giving your full name and the email address you signed up with.
3. **Phone or WhatsApp:** contact us on 012 667 2276, Monday to Friday, 07:00 to 14:00.

1.3 Cancellation by self-service takes effect immediately. If you cancel by email, phone or WhatsApp, we will process it within 5 business days and confirm by email.

1.4 If you ask us to cancel at least 3 business days before your next billing date and that charge is still processed, we will refund it in full.

1.5 Cancelling stops future charges only. It does not reverse donations already processed, except as set out in clause 3.

2. Pausing or changing your donation

2.1 You may pause your donation for 1, 2 or 3 months by emailing us before your next billing date. It will restart automatically after the pause, and we will email you a reminder at least 7 days before it does.

2.2 You may increase or decrease your monthly amount (but not below R21) at any time by contacting us. The change applies from your next billing date.

3. Refunds

3.1 Your donation is a voluntary gift to a non-profit organisation. **Once processed, donations are not refundable**, because they are applied to Club 21's charitable work and may be reported to SARS for tax purposes.

3.2 We will, however, refund a donation in full where:

1. **Administrative error:** we or our payment provider charged the wrong amount, charged on the wrong date, or charged after you validly cancelled;
2. **Duplicate charge:** you were charged more than once for the same month;
3. **Unauthorised transaction:** the card was used by someone without the cardholder's authority, including a minor using a parent's card without permission; or
4. **Fraud:** the card was used fraudulently or stolen.

3.3 In other exceptional cases (for example, a donor's serious financial hardship), we may consider a refund at our discretion.

3.4 For unauthorised or fraudulent transactions, we may ask for a short written statement and, where relevant, a case number from your bank or the SAPS. We will cancel the subscription immediately.

4. How to query a charge, and the 30-day window

4.1 **Please contact us within 30 days of the date of the charge** if you believe a donation was processed in error, twice, or without authority. Email finance@club21school.co.za with your name, the date and amount of the charge, the last 4 digits of the card, and a short description of the problem.

4.2 We will acknowledge your request within 2 business days and give you a decision within 10 business days.

4.3 Approved refunds are paid back to the original card through PayFast within 10 business days of approval. Your bank may take a further few days to show the credit.

4.4 We will still consider requests received after 30 days where the error was clearly ours. Refunded donations are excluded from any s18A tax certificate.

4.5 If you are not satisfied with our decision, you may escalate it in writing to the Chairperson / Board of Club 21 at heinb@willcom.co.za. This does not affect your rights against your card issuer under card scheme chargeback rules, or any right you have in law. We ask that you contact us first, as we can usually resolve a problem faster than a chargeback.

5. Contact

Club 21 Learning Centre, NPO no. 281-583 NPO , PBO no. 930044173 ("Club 21", "we", "us"), of 156 South Street, Doringkloof, Centurion, Gauteng, email leon@club21school.co.za, https://www.club21school.org/, Tel/WhatsApp 012 667 2276.

CHECKOUT CONSENT WORDING

Place the summary box directly above the payment button, followed by the checkboxes. Boxes 1 and 2 are required and must not be pre-ticked; the payment button stays disabled until both are ticked. Boxes 3 and 4 are optional. Link the underlined terms to the relevant pages.

Summary box (above the checkboxes)

> ***Your monthly gift: R21.00, charged today and on the same date every month until you cancel.*** *Cancel any time, no fees, no minimum period. Card details are processed securely by PayFast; Club 21 never sees your full card number.*

Required

- ☐ I am 18 or older and the authorised holder of this card. I agree to the #The21SecondDare Terms and Conditions and the Refund and Cancellation Policy, and I authorise Club 21 Learning Centre to charge R21.00 to my card every month until I cancel.
- ☐ I consent to Club 21 processing my name, email, phone number and donation details to manage my donation and send receipts, as described in the Privacy Policy.

Optional

- ☐ Please send me an annual Section 18A tax certificate. (You will be asked for your ID or tax number and address.)
- ☐ Keep me updated by email, SMS or WhatsApp about Club 21's work and future campaigns. I can unsubscribe at any time.

Confirmation screen and first receipt email should repeat: the monthly amount, the next billing date, how to cancel (with the self-service link), and links to the Terms and the Refund and Cancellation Policy.

Short version for the social media landing banner

> *Take the 21-second dare, then give R21 a month to Club 21. Cancel any time. T&Cs apply.*