



MTN UGANDA FOUNDATION CHANGEMAKERS PROGRAMME
TERMS AND CONDITIONS

These Terms and Conditions govern your participation in the Change Makers Programme. By signing below or by submitting your application on the MTN Website or by submitting your WhatsApp video, you confirm that you have read these Terms and Conditions and that you agree to be bound by them.

1. DURATION

The Programme will run from [11/07/2023 to 31/12/2023](#).

2. APPLICATION AND ENTRY

- 2.1. I/ We acknowledge that the purpose of the programme is to empower communities and have a multiplier effect.
- 2.2. I/ We understand the nature of the programme and by agreeing to the Terms and Conditions, I/ We hereby consent to the recording and use of my/ our contribution to the programme in accordance with the terms and conditions herein stated.
- 2.3. There is no entry fee to the ChangeMakers Programme.
- 2.4. Multiple entries of the same project shall be disqualified.
- 2.5. Applications MUST be submitted online or via WhatsApp by submitting a video or by submitting a completed hard copy application form to the nearest MTN Service Centre.

3. ELIGIBILITY

- 3.1. All Applicants must be 18 years and above to participate.
- 3.2. All Ugandans can apply for their communities
- 3.3. Applicants with criminal records shall be automatically disqualified.
- 3.4. The programme is open to all projects in Uganda that fall within the MTN Uganda Foundation's Focus areas of Economic empowerment, Education, Health, Agriculture, water, and environment.

4. CRITERIA FOR PROJECT SELECTION

- 4.1. The Project must focus on initiatives that are sustainable or have a lasting impact.
- 4.2. The intervention of the project should address a community or societal need.



- 4.3. The project must have the ability to implement positive, direct change in the lives of the beneficiaries.
- 4.4. The project must focus on effective stakeholder engagement, whereby those involved or affected by the initiative are consulted before the project is chosen and implemented.
- 4.5. The Project should have hands on involvement by local leadership at the highest levels. This is required to show transparency and showcase community involvement.
- 4.6. The project must attempt to obtain the maximum value from the given budget i.e., leveraging available resources.
- 4.7. The project must comply with the laws and regulations of Uganda.
- 4.8. The following projects shall not be considered under the ChangeMakers Programme;
 - 4.8.1. Projects whose implementation value exceeds twenty million Uganda Shillings (Ugshs. 20,000,000/=).
 - 4.8.2. Projects that would take longer than three (3) months to implement.
- 4.9. The criteria indicated under Clause 4 is subject to constant review by MTN Foundation.

5. SUBMISSIONS

5.1. Online Submissions

- 5.1.1. Applicants will access the ChangeMakers Programme application via the [MTN website](#).
- 5.1.2. Applicants must complete the application form on the URL provided above.
- 5.1.3. The submission deadline is **11 August 2023, at 11:59 pm.**

5.2. WhatsApp/Video Submissions

- 5.2.1. Applicants shall submit a 1-to-2-minute video via WhatsApp to MTN Uganda Customer care number 0772123100.
- 5.2.2. The video must include the applicants' details, project details and all other information, as required in the application form.
- 5.2.3. The submission deadline is **11 August 2023, at 11:59 pm.**



5.2.4. The Applicant's video must not contain any material which is in any way defamatory, obscene, unlawful, harmful, offensive, or inappropriate or which infringes the rights of any third party.

5.2.5. By submitting your video, you hereby grant MTN Uganda Foundation an irrevocable license to use, edit, reproduce, distribute, transmit, broadcast, make available and display your video (or part of your video) (including but not limited to your performance) without charge by any medium or method now known or later invented including without limitation online or on television to be exercised in our sole discretion throughout the world in perpetuity. You agree to waive, and that the director of your video has waived any moral rights that may exist in relation to your video.

5.2.6. Applicants may have, without limitation, the rights to:

5.2.6.1. Inquire on how his or her video is processed by MTN Uganda Foundation.

5.2.6.2. Request MTN Uganda Foundation to restrict the processing of the Applicant's video in situations where the Applicant feels that the processing is inappropriate.

5.2.6.3. Obtain the erasure of his or her video where it is no longer necessary for purposes underlying the Programme.

5.3. Hard Copy Submissions

5.3.1. Applicants shall submit hard copies of their completed application forms at an MTN service centre of their choice, **before 5.00 pm on 11 August 2023.**

6. COMMITTEE DECISIONS

The committee has full authority and discretion to make final decisions regarding the outcome of the submissions.

7. INDEMNITY

7.1. I / We hereby indemnify and hold harmless MTN Uganda Foundation, its officials, agents, volunteers, and employees against and liability, injury or death that I/We may sustain as a result of participating in any and all activities connected with or associated with the **ChangeMakers Programme.**

7.2. I/We agree to indemnify and hold MTN Uganda Foundation, its affiliated entities, and their respective employees, officers, agents, licensees, and assigns, harmless from any claim and/or liability arising from my/ our failure to obtain the permissions and grants of authority described in these terms and conditions



including all claims for infringement of copyright or any form of intellectual property.

- 7.3. I/We further agree to indemnify MTN Uganda Foundation, its affiliated entities, and their respective employees, officers, directors, agents, licensees, and assigns, harmless from any and all liability howsoever arising including oversight, negligence, or willful misconduct.

8. INTELLECTUAL PROPERTY

- 8.1. I/We represent and warrant to MTN Uganda Foundation that all videos and information submitted to MTN Uganda Foundation are original and shall not infringe upon or violate any patent, copyright, or proprietary right of any person or third party.
- 8.2. MTN Uganda Foundation has the right to remove and/or reject any video or information that violates the intellectual property rights of others (including trademark, copyright, and other proprietary rights) or content that encourages or induces infringement of intellectual property rights of others.

9. RIGHTS OF MTN UGANDA FOUNDATION

- 9.1. MTN Uganda Foundation reserves the right to choose who takes part in the ChangeMakers Programme based on the online, video/WhatsApp and hard copy submissions. Contestants will be notified via email should their application be successful and notified on the venue of the auditions.
- 9.2. By Participating in the ChangeMakers Programme, you further grant and assign to MTN Uganda Foundation an irrevocable, perpetual, royalty-free, transferable license to use the content submitted for Media, Public Relations (PR) and any other communication related activities.
- 9.3. By participating in this Programme, you agree and consent to MTN Uganda Foundation's collection, use and retention of the personal information that you provide for all purposes related to the Programme (including, but not limited to, processing and administering entries, sharing an entrant's personal information with MTN Uganda Foundation's service providers and contractors as necessary to conduct and operate the Programme, communicating with selected Participants, making public announcements of selected Participants, and advertising, promoting and publicizing this Programme.
- 9.4. You also acknowledge that your information may be subject to the privacy policies of third parties and understand that the use of your data by any such third party is subject to the applicable privacy policy and that MTN Uganda Foundation is not responsible for such use.



- 9.5. MTN Foundation reserves the right to monitor and document the impact of the project beyond the period of the ChangeMakers Programme.
- 9.6. Any submissions made in violation of these terms will be disqualified whether during or after the selection process and the errant Participants, if already selected, will immediately be disqualified.

10. GENERAL TERMS

- 10.1. Any communication or material you do submit will be treated as non-confidential and non-proprietary. Anything you submit may be used by MTN Uganda Foundation, its affiliates, for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.
- 10.2. MTN Uganda Foundation may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to MTN Uganda Foundation and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.
- 10.3. The ChangeMakers Programme will be cancelled where it is void in whole, or in part where prohibited by Law.
- 10.4. MTN Foundation is committed to respecting and protecting the privacy of the personal information we collect from you in compliance with the applicable laws and obligations.
- 10.5. MTN Uganda Foundation is not responsible for any entry that is incomplete or incorrect, or for any failures, errors, or delays with respect to submission of any entry.
- 10.6. Any attempt by you to deliberately interfere with or manipulate the Programme may be a violation of criminal and/or civil Law and may result, among other things, in disqualification from the Programme.
- 10.7. MTN Uganda Foundation reserves the right, without prior notice and at any time, to terminate or suspend the Programme, in whole or in part, or to modify the Programme, should any factor (including but not limited to fraud or copyright infringement) interfere with the Programme as contemplated by these terms and conditions or if MTN Uganda Foundation believes that the Programme has been or will be compromised in any way.
- 10.8. Ugandan Law shall govern this Programme and any litigation of a dispute arising out of, or in connection with the Programme shall be subject to the sole and exclusive jurisdiction of Ugandan courts.



10.9. By participating, you irrevocably submit to the sole and exclusive jurisdiction of such courts for such purpose and waive any objection in connection with the same.

Terms and Conditions

Accept

Reject

NAME: _____

SIGNATURE: _____

POSITION: _____

ORGANISATION: _____

DATE: _____