

Virtual Baobab Summit

Terms and Conditions

Last Updated: August 20, 2020

1. Introduction

The Virtual Baobab Summit (“**Summit**”) is an online event that brings together scholars, thought leaders and topic experts to engage in meaningful dialogue, learn from each other and develop transformative leadership skills. The Summit is organized by the Mastercard Foundation (“**Foundation**”) as part of the Mastercard Foundation Scholars Program, and is delivered primarily via video conferencing platforms (“**Platforms**”) hosted by Communique Conferencing, Inc. and Zoom Video Communications, Inc. (“**Hosts**”).

These Terms and Conditions apply to scholars, guest speakers, presenters, and facilitators, and any other participants in the Summit (“**Participants**”). Unless otherwise indicated below, these Terms and Conditions govern all aspects of the Summit including without limitation, communications between you and us, engagement in sessions with Participants, and engagement in public (within the Summit) and private chat areas available throughout the Summit.

By consenting to these Terms and Conditions you agree to be bound by them and the documents referred to in them. If you do not agree with or accept any of the terms herein, you may not participate in the Summit. If you have any questions, please contact us at baobabsummit@mastercardfdn.org.

We seek to make the Summit as accessible as possible. If you have any problems accessing the Platforms or the content contained on it, please contact us at baobabsummit@mastercardfdn.org.

Definitions

“**Content**” means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Platforms;

“**We**”, “**Us**” or “**Our**” means Mastercard Foundation, a corporation established under the laws of Canada, and registered charity with business number 81738 7277 RR0001, and whose registered office is at 250 Yonge Street, Suite 2400, Toronto, Ontario, Canada, M5B 2L7.

“**You**” or “**Your**” means the person participating in the Summit and using the Platforms.

“**Personal Data**” means information relating to identified or identifiable natural persons

2. Registration, Safeguarding Guidelines and Additional Terms and Conditions

- (a) You hereby represent and warrant that all information you provide to the Foundation as part of the Summit (including without limitation, during the registration process) is true, accurate and complete.
- (b) You agree to the Online Behaviour Guidelines and Child and Youth Safeguarding Guidelines which are incorporated into these Terms and Conditions by reference, and which shall be subject to these Terms and Conditions in the event of any conflict or inconsistency.
- (c) You agree to comply with the terms and conditions and/or terms of use of the Platforms, as made available by the Hosts.
- (d) The Summit will include certain activities led by third party facilitators, including without limitation, Arizona State University (youth engagement activities), Resolution Project (social venture

challenge), and Solid Minds (wellness coaching services and not counselling services). If you are participating in activities led by third party facilitators, such activities may be subject to additional terms and conditions, as made available by such third party facilitators.

- (e) We reserve the right to change any aspects of the Summit, including but not limited to, the Summit name, themes, content, program, agenda, speakers, presenters, facilitators, hosts, moderators, and date/time.
- (f) We reserve the right to immediately (without notice) prevent or suspend your participation in the Summit and access to the Platforms if you do not comply with any part of these Terms and Conditions or any applicable law, or for any other reason in our sole discretion.

3. Restrictions on Use of Platforms

- (a) As a condition of your participation in the Summit, you agree:
 - i. not to use the Platforms for any purpose that is unlawful under applicable law, or prohibited by these Terms and Conditions;
 - ii. not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Platforms or Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
 - iii. not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Platforms or Content except as permitted by us under these Terms and Conditions or as expressly provided under applicable law;
 - iv. not to use the Platforms to distribute viruses or malware or other similar harmful software code;
 - v. not to represent or suggest that we endorse any organization, initiative, product or service unless we have separately agreed to do so in writing; and
 - vi. that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platforms and shall be solely responsible for keeping your password and other account details confidential.

4. Ownership, Use and Intellectual Property Rights

- (a) The Platforms and all intellectual property rights in the Platforms (including without limitation any Content) are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights (which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
- (b) Nothing in these Terms and Conditions grants you any rights in the Platforms other than as necessary to enable you to access the Platforms and use Content for the sole purpose of participating in the Summit. You agree not to use or reproduce any Foundation Content for any other purposes except with our prior written permission. You agree not to adjust to try to circumvent or delete any intellectual property notices contained on the Platforms and in particular in any digital rights or other security technology embedded or contained within any Content.
- (c) **Mastercard Foundation (word mark)** and **MASTERCARD FOUNDATION & DESIGN (design mark)** are our licensed trademarks. Other trademarks and trade names may also be used on the

Platforms. The use or misuse of any trademarks or any other Content on the Platforms except as provided in these Terms and Conditions is strictly prohibited. Nothing contained on the Platforms shall be construed as granting, by implication, estoppel or otherwise, any licence or right to use any of our licensed trademarks without our prior written permission.

5. Submitting Information to the Platforms

- (a) Where the Platforms enable you to communicate with us and/or other Participants, you may not use the Platforms to transmit harmful or offensive (e.g., violent, obscene, discriminatory, defamatory or otherwise illegal) or otherwise inappropriate Content. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Platforms from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any Content posted on the Platforms nor for any error, omission, infringement, defamatory statement, obscenity or inaccuracy contained in any such Content.
- (b) You represent and warrant that any Content you supply to us has been lawfully provided to us and does not infringe, misappropriate or violate intellectual property rights, rights of publicity or privacy of a third party, or any law, statute or ordinance.
- (c) **Scholars and other participants:**
 - i. You hereby: (i) grant to the Foundation, in perpetuity, a world-wide, fully paid, royalty-free, irrevocable, non-exclusive, unrestricted licence to publish, transmit, perform, display, reproduce, translate, modify, edit, create derivative works from or otherwise use your submitted Content (in any format or media); and (ii) waive all moral rights in and to your submitted Content in favour of the Foundation and anyone authorized by the Foundation to reproduce or otherwise use the content.

Guest speakers, presenters and facilitators:

- ii. You hereby grant to the Foundation, a world-wide, fully paid, royalty-free, irrevocable, non-exclusive, unrestricted licence to use, reproduce and distribute your speaking/presentation/facilitation Content for the sole purpose of making the Content available to Participants as part of the Summit. With respect to any other submitted Content, you hereby agree to Section 5(c)(i) above.
- (d) The Platforms are not a secure means of communication and any information you supply to us will not be kept confidential. For that reason, you should not submit or send to us any information, written or oral, which you regard as confidential, commercially sensitive or valuable. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such information. This Section 5(d) shall not apply to any submissions that you may supply to us for the Resolution Project social venture challenge, provided that such submissions are clearly and explicitly identified as confidential when supplied to us.

6. Privacy and Data Protection

- (a) By submitting your Personal Data to the Foundation during the registration process, or leading up to, during, or following the Summit, you agree to your Personal Data being collected, used, stored and disclosed by the Foundation for the purposes of organizing, administering and hosting the Summit, facilitating your participation in the Summit, and contacting you about matters relating to

the Summit. You also agree to the Foundation disclosing your Personal Data to its service providers that support its operation of the Summit, including, without limitation, the Hosts.

- (b) If you provide your consent during the registration process, the Foundation may capture during the Summit, and use and reproduce, your image, voice, name or story for purposes of promotion on the Platforms, the Foundation's website, in its publications, through social media, or any other media. By consenting, you agree to such use and reproduction, you agree that you have no right to approve or receive payment for such use, and you agree to waive any legal claims related to such use, including claims relating to copyright or rights of publicity or privacy.
- (c) If you choose to answer the optional survey questions posed to you during the registration process, the Foundation will use your responses for the purposes of developing and improving Mastercard Foundation programs.
- (d) The Foundation will comply with its Privacy Policy (<https://mastercardfdn.org/privacy/>) in respect of any Personal Data that you submit to the Foundation or that the Foundation obtains from you.
- (e) Third party facilitators such as Arizona State University, Resolution Project and Solid Minds may collect Personal Data directly from Participants to facilitate their specific activities. If so, it is the responsibility of these third party facilitators (and not the Foundation) to ensure that any collection, use, storage and/or disclosure of such Personal Data is carried out in accordance with applicable law.
- (f) You agree that if you receive or otherwise obtain access to any Personal Data in the course of your participation in the Summit, you will not use such Personal Data for any purposes other than those which are authorized by the person to whom the Personal Data belongs or by the Foundation (under the authorization of such person). You agree to hold Personal Data in confidence at all times before, during and after your participation in the Summit, and to use and disclose such information only in accordance with applicable law.

7. Accuracy and Information and Availability of Platforms

- (a) While we use reasonable efforts to include accurate and up-to-date information on the Platforms, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on the Platforms is at your own risk and we may suspend or terminate operation of the Platforms at any time at our sole discretion. Content on the Platforms is provided for your general information purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose. Views expressed by guest speakers, presenters and facilitators are their own.
- (b) While we (and the Hosts) make commercially reasonable efforts to ensure that the Platforms are available, we do not represent, warrant or guarantee in any way the Platforms' continued availability at all times or uninterrupted use by you of the Platforms.

8. Hyperlinks and Third Party Sites

- (a) The Platforms may contain hyperlinks or references to third party websites other than the Mastercard Foundation website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference

to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

9. Warranties, Limitation of Liability and Indemnity

- (a) You agree that your participation in the Summit and use of the Platforms (including, without limitation, any Content) is on an "as available" basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the Summit or the provision of the Platforms, including without limitation as to completeness, accuracy and currency or any Content on the Platforms, or as to satisfactory quality or fitness for a particular purpose.
- (b) We shall not be liable for any injury, death, damage or loss of property arising from or in connection with your participation in the Summit (including without limitation, any error or inaccuracies in any Content, the unavailability of the Platforms for any reason, any representation or statement made on the Platforms, any acts/omissions of other Participants during the Summit, and any reliance on any Content made available on the Platform), save and except in the event such injury, death, damage or loss of property has been caused by the negligence or wilful misconduct of the Foundation, its employees, agents, volunteers, members, officers or directors.
- (c) You agree to indemnify and save harmless the Foundation, its successors, assigns, employees, agents, volunteers, members, officers, and directors, from claims, damages, losses, liabilities and expenses of whatever kind or nature, arising from or in connection with your participation in the Summit (including without limitation, your breach or violation of these Terms and Conditions, any Content which you submit, post, transmit or make available through the Platforms, your use of the Platforms, or your violation of any rights of another or your violation of any law or the rights of a third party), save and except in the event such claims, damages, losses, liabilities and expenses have been caused by the negligence or wilful misconduct of the Foundation, its employees, agents, volunteers, members, officers or directors.

10. General

- (a) No changes to these Terms and Conditions are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms and Conditions from time to time. You will be notified of our new Terms and Conditions through the email address that you provide to us during the registration process, and by continuing to use and access the Platforms following such notice, you agree to be bound by any variation made by us.
- (b) We shall have no liability to you for any breach of these Terms and Conditions caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident, epidemic, pandemic, war, state of emergency or Act of God.
- (c) If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these Terms and Conditions will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.
- (d) These Terms and Conditions (and if you are a third party facilitator, any additional contractual agreement in place between you and the Foundation relating to the Summit), contain the entire

understanding and agreement between us and you in relation to your participation in the Summit and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.

- (e) You may not assign, sublicense or otherwise transfer any of your rights and obligations in these Terms and Conditions to any other person.
- (f) These Terms and Conditions shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (g) The parties acknowledge that they have agreed that these Terms and Conditions and all related documents be prepared in English. Les parties reconnaissent avoir convenu que la présente convention et tous les documents connexes soient rédigés en anglais.