

R50,000 PRIZE
PROUDLY
SPONSORED BY



FULL TERMS AND CONDITIONS · VERSION 7 · 18 SEPTEMBER 2026

THE UMOYA WETHU SCHOOLS SPIRIT CHALLENGE

These are the full rules of the competition. They are **available free of charge to every participant** and to the National Consumer Commission, as section 36 of the Consumer Protection Act requires. **Entering the competition means the school accepts these terms in full.** Please read them with the principal before you enter.

PROMOTER

The Lekker Network (Pty) Ltd
Reg. 2024/527692/07

ENTRIES CLOSE

Wed 31 March 2027
23:59 SAST

COST TO ENTER

No entry fee
Nothing to sign or paste in

WINNER ANNOUNCED

April 2027

ENTRIES AND QUERIES

[competitions@
thelekkernetwork.com](mailto:competitions@thelekkernetwork.com)

PRIZE SPONSOR

Nolands
Chartered accountants and
registered auditors

Important. Please read clauses 5.1, 5.3 and 9.3 before you enter.

There is nothing to sign and nothing to send us to enter, so this notice is where these terms are drawn to your attention. Please read it with the principal.

Clause 5.1 puts the obligation to obtain **parent or guardian consent** for every learner under 18 who is identifiable in your entry **on your school, before it films and before it posts.** The promoter never obtains that consent and never contacts a parent. **Clause 5.3** means that, **by posting publicly and emailing us the links, your school warrants that it holds that consent and indemnifies the promoter** if it turns out not to. **Clause 9.3** limits the promoter's liability to you.

These clauses place risk on your school and are an indemnity and an assumption of risk, so they are drawn to your attention here, in plain language and in a conspicuous form, **before you enter**, as **section 49 of the Consumer Protection Act** requires. **Your school accepts them by entering. If your school is not willing to accept them, please do not enter.**

1 THE COMPETITION

- 1.1** The Umoja Wethu Schools Spirit Challenge (the **competition**) is a promotional competition run by **The Lekker Network (Pty) Ltd**, registration number 2024/527692/07, of Roamwork, 2nd Floor, 50 Harrington Street, Cape Town, 8001 (the **promoter**), conducted in accordance with section 36 of the Consumer Protection Act 68 of 2008 and the regulations made under it.
- 1.2** The competition invites schools in South Africa to perform the song **Umoja Wethu**, performed by Tanner Wareham and Angel Mazibuko, in any style they choose, and to share that performance publicly.
- 1.3** The competition opens on the date announced by the promoter and closes at **23:59 South African Standard Time on Wednesday, 31 March 2027**. Entries received after that time will not be considered.
- 1.4** There is **no entry fee and no purchase is required**. Each school bears only its own cost of internet access to post and email its entry.
- 1.5** The R50,000 prize is **sponsored by Nolands**, chartered accountants and registered auditors (the **sponsor**). The sponsor funds the prize and is credited for it. **The promoter remains The Lekker Network (Pty) Ltd**, which alone runs the competition and is responsible to entrants under these terms. The sponsor takes no part in judging, holds no seat on the panel, and is **not the independent overseer referred to in clause 7.4**.

- 1.6 This version replaces version 6 of 14 August 2026.** The closing date was extended from 23:59 on 30 September 2026 to **23:59 on 31 March 2027**, and the announcement moved from October 2026 to **April 2027**. Nothing else about how to enter, how entries are judged or what the prize is has changed. The promoter keeps the superseded version with the competition records, and both versions are available free of charge on request at the address in clause 9.6.

2 WHO MAY ENTER

- 2.1** Entry is open to any school operating lawfully in the Republic of South Africa, whether public or independent, primary or high, mainstream or special needs, urban or rural.
- 2.2** A school enters through **one staff member acting with the written approval of the principal** (the entrant). By entering, the entrant **warrants that they are authorised to enter and to accept these terms on behalf of the school**, and that any further authorisation the school requires, including from its governing body, has been obtained. A public school is a juristic person and its governance vests in its governing body under section 16(1) of the South African Schools Act 84 of 1996, so please make sure the right person has said yes before you enter.
- 2.3 One entry per school.** Where a school submits more than one entry, only the first entry received by email will be considered.
- 2.4** Learners of any age may take part. There is no minimum or maximum number of participants.
- 2.5** In line with the Consumer Protection Act, the prize will not be awarded to a school where the entrant is a director, member, employee, agent or consultant of the promoter, of a supplier of goods or services in connection with this competition, or of the promoter's advertising agency, or is a spouse, life partner, business partner, parent, child or sibling of any such person. Where a judge or a co-founder of the promoter has a child enrolled at an entering school, that judge will recuse themselves from scoring that entry, and the entry will otherwise be judged normally.

3 HOW TO ENTER

- 3.1 Perform and record.** Perform Umoya Wethu in any form the school chooses. A choir, a war cry, a marimba band, a drumline, a dance, a brass arrangement, a beatbox version or the whole school on the field are all acceptable. The performance may follow the original closely or reinterpret it entirely, provided the song remains recognisable.
- 3.2 Post publicly.** Post the recording publicly on **two social media platforms, one of which must be LinkedIn**. Tag The Lekker Network on both platforms and include the hashtag **#UmoyaWethuChallenge**. **Each post must credit the song by name as Umoya Wethu and name Tanner Wareham and Angel Mazibuko as the performers**. Both posts must remain public and unaltered until the winner is announced.
- 3.3 Email the links.** Email both post links to **competitions@thelekkernetwork.com**. **The email is what registers the entry**. A post that is not emailed to the promoter is not an entry. The email must include:
- the full name of the school, the town and the province;
 - the name, role, email address and mobile number of the staff contact;
 - the name and email address of the principal;
 - and the approximate number of learners who took part and their age or grade range.
- Nothing else is required. There is no form, no wording to copy, and nothing to sign.**
- 3.4 The promoter's inbox acknowledges every email automatically and immediately.** That reply confirms that your email arrived and that the promoter holds it. It is generated by the mail server, so it cannot confirm that your entry is complete. If anything is missing, the promoter will come back to you. If you do not receive the automatic reply within a few minutes, your email did not arrive, so please send it again well before the closing date.
- 3.5 Entering is how a school accepts these terms. Nothing is printed, signed or confirmed to enter.** There is no consent form to complete, no wording to paste into the email and no document to return. **By posting the recording publicly and emailing the links, the school accepts these terms in full, including clause 5.3 and clause 9.3.** These rules are published free of charge, as clause 9.6 records, and are carried in the link under every post announcing the competition, so they are available to be read before a school decides to take part. **A signed record is asked for once, later, and only from the winning school after it has won**, under clause 5.4.
- 3.6 There is no way to enter without posting publicly first.** The two public posts are the entry. The promoter **will not accept a video file, an attachment, a private or unlisted link, or a recording shared from a private account**, and a school that sends one has not entered. This is deliberate: the school decides what to publish and publishes it itself, before the promoter has any involvement, which is why **the school must already hold parent or guardian consent before it posts**. Both posts must stay public and unaltered until the winner is announced, and an entry whose posts are taken down or made private before then may be disqualified. See clauses 5.1 and 5.2.

4 WHAT THE ENTRY MUST CONTAIN

- 4.1 The recording must be **no longer than four minutes**. Landscape orientation is preferred. Footage filmed on a mobile phone is entirely acceptable and will not count against an entry.
- 4.2 The recording must have been made specifically for this competition and must not have been published before the competition opened.
- 4.3 **The entry must be the school's own performance.** The official commercial sound recording of Umoya Wethu may not be used as a backing track or laid into the video, and no other commercially released sound recording may be used. The recording must not contain any material that is unlawful, discriminatory, obscene, defamatory or otherwise inappropriate in a school setting.
- 4.4 The entrant warrants that the school holds all rights and permissions needed in the recording, other than the rights in the song itself, which are dealt with in clause 6.

5 LEARNERS UNDER 18, AND WHO IS RESPONSIBLE FOR WHAT

- 5.1 **Consent must exist before you film, and before you post.** Section 34 of the Protection of Personal Information Act 4 of 2013 prohibits the processing of a child's personal information unless a competent person, ordinarily the parent or legal guardian, has given **prior consent**. **Before your school films, and again before it posts anything publicly, it must already hold that consent** for every learner under 18 who is identifiable in the recording. Any learner whose parent or guardian has not consented **must not be identifiable** in the entry. **The onus of obtaining that consent is the school's.** The promoter does not obtain it, cannot obtain it, and will never approach a parent directly. **Entering the competition is the school's affirmation that it has done so**, on the terms set out in clause 5.3.
- 5.2 **The order this happens in, and why it matters.** The competition runs in one order and only one:
- **first** the school obtains parent or guardian consent;
 - **then** the school films;
 - **then** the school posts the recording publicly on its own two social media accounts; and
 - **only then** does the school email the promoter the links.
- Every step that puts a learner in public happens before the promoter has any involvement at all.** By the time the promoter first sees an entry, the school has already chosen to film it, chosen who appears in it, and already published it. The school accordingly acknowledges that it, and not the promoter, decides to film and to publish, and that it is the responsible party under the Protection of Personal Information Act for that filming and that publication.
- 5.3 **What the school affirms by entering, and the indemnity. By posting the recording publicly on its own accounts and emailing the links to the promoter, the school affirms each of the following, and does so by that act alone.**
- **Consent was held first.** The school holds the consent described in clause 5.1, given by a competent person, ordinarily the parent or legal guardian, for **every learner under 18 who is identifiable** in the recording, and it held that consent **before it filmed and before it posted**.
 - **The recording, and every image of a learner in it, has been deliberately made public with the consent of a competent person.** The school, and not the promoter, decided to publish it, chose who appears in it, and published it on the school's own accounts before the promoter had any involvement. The school remains the publisher of those posts.
 - **The consent covers what happens next.** It extends to this competition and to **The Lekker Network (Pty) Ltd by name**, and to the promoter sharing, and in the case of the winning entry publishing, the recording to run and publicise the competition.
 - **The school accepts these terms in full**, including this clause and clause 9.3.
- By entering, the school indemnifies The Lekker Network (Pty) Ltd against any claim, demand, loss, damage, penalty or cost, including reasonable legal costs, arising from any of these affirmations being untrue**, or from the school having failed to obtain or to keep that consent. This indemnity arises on entry and does not depend on any signature, form, email or other confirmation. **The promoter does not collect consent forms from any school, does not ask any school to confirm consent by email, and will never approach a parent directly.** Obtaining consent, before filming and before posting, is the school's responsibility alone, because the school knows its families and the promoter does not.

- 5.4 Only the winning school is asked to sign anything, and only after it has won.** A school enters by posting and emailing the links. Judging then happens. **Once the result is determined**, the promoter asks the winning school for the **Winning School Declaration**, the single page published with these terms, because at that point the promoter is about to publish the entry itself rather than merely share the school's post. It may be returned as a signed scan or photograph, **or simply as an email from the principal's own school address confirming its terms**. Nothing needs to be printed. **The right to the prize vests on determination and is not affected by this**, as clause 8.4 records. The declaration and the school's banking details are the means by which the prize is handed over, which is why they are stated here and in the public offer, and the promoter holds the prize available for the school in any event. No other school is asked for it, because **the promoter does not publish any other entry**. Where it amplifies an entry it shares the school's own public post, and the school remains the publisher of that post. See clause 5.9.
- 5.5 A general school media consent is usually not enough, and the promoter supplies no form.** Most schools already hold a photography or media consent in their admission paperwork, but those are ordinarily scoped to the school's own publications, and some expressly forbid passing images to a third party. This competition is a different purpose run by a different organisation, which section 15 of the Act treats as further processing. **The school uses its own form.** Check that it covers all of the following, and if it does not, obtain a fresh consent that does:
- that the learner may be **filmed and photographed** for this competition;
 - that the recording may be **posted publicly on social media**, including platforms hosted outside South Africa;
 - that **The Lekker Network (Pty) Ltd** is named, and may share the school's post and, if the school wins, publish the recording itself to announce and publicise the competition;
 - that the consent is given by a **parent or legal guardian**, in writing, and is **dated before the filming**; and
 - that it may be **withdrawn** at any time by writing to the school.
- The school keeps that consent. It is never sent to the promoter.
- 5.6 The school keeps the parent forms.** They are never sent to the promoter. **Nothing comes to the promoter at entry.** Only the Winning School Declaration ever does, and only if the school wins, under clause 5.4. The school must produce them, or the relevant records, within seven days of a written request. The promoter may disqualify an entry where consent cannot be produced.
- 5.7 Withdrawal and takedown.** A parent or guardian may withdraw consent at any time under section 11(2)(b) of the Act. If that happens, the school must tell the promoter **within two working days**, as its declaration requires. **The promoter will stop using the entry and remove it from its own platforms within five working days**, and the school should do the same with its posts. Neither the promoter nor the school can recall material that other people have already shared, and both will say so honestly rather than promise otherwise.
- 5.8 Undertaking by the school.** In respect of the consent records it holds for the purposes of this competition, the school will: keep them securely and confidentially; use them only for this competition; produce them to the promoter within seven days of a written request; notify the promoter immediately if it has reasonable grounds to believe they have been lost or accessed by anyone unauthorised; and return or securely destroy them at the end of the promoter's three-year retention period. **Each of these limbs also appears in the Winning School Declaration, and by entering the school gives the undertaking**, whether or not it is ever asked to sign that page. This undertaking is the written contract contemplated by section 21(1) of the Act.
- 5.9 What the promoter does with personal information.** The promoter processes it only to run, judge, administer and publicise the competition. It will not sell it. It will retain competition records for three years, as regulation 11(6) of the regulations to the Consumer Protection Act requires. **The promoter shares rather than republishes.** Where it amplifies an entry it shares or reposts the school's own public post rather than uploading its own copy, and the school remains the publisher of that post. **The only entry the promoter publishes itself is the winning entry**, and then only after the winning school has already published it, sent the promoter the link, and given the declaration in clause 5.4. **The promoter will not publish the name of any learner** without further written consent.
- 5.10 Notice under section 18 of the Protection of Personal Information Act.** This clause and clauses 5.11 to 5.13 are the notice that section 18 requires, and they are given here rather than in a separate document so that they are public, free and always available. **The responsible party is The Lekker Network (Pty) Ltd**, registration number 2024/527692/07, of Roamwork, 2nd Floor, 50 Harrington Street, Cape Town 8001, reachable at competitions@thelekker.network.

- 5.11 What the promoter collects, and what it does not.** From the entering school it collects only what clause 3.3 lists: the school's name and location, the name, role, email address and mobile number of the staff contact, the name and email address of the principal, and the approximate number and age range of the learners. From the winning school it additionally collects the school's banking details and the identity number of the person signing the Winning School Declaration, both of which regulation 11(6) requires. It also holds the **public links** to the school's posts and, for the winner, a copy of the recording.
- **The promoter does not collect any learner's name, date of birth, grade or contact details**, and asks for none of them.
 - **The promoter does not collect or receive parent consent forms.** Those stay with the school under clause 5.6.
 - Giving any of this is **voluntary**. No law requires a school to enter. A school that does not want to give it simply does not enter, and nothing else follows.
- 5.12 Why, where it goes, and how long it is kept.** It is used for one purpose only: to run, judge, administer and publicise this competition. It is **never sold** and is not used for unrelated marketing. It is seen by the promoter's staff, by the judging panel and by the independent overseer under clause 7.4. The recordings are on social media platforms chosen and used by the school, which are **hosted outside South Africa, including in the United States**, and which may not offer the same level of protection as South African law. **The sponsor receives no personal information**, sits on no panel and takes no part in judging. Records are kept for **three years** after the competition ends, because regulation 11(6) requires it, and are then destroyed or de-identified.
- 5.13 Rights, and how to exercise them.** Any person whose personal information the promoter holds, or a parent or guardian acting for a learner, may ask what is held, have it corrected or deleted where it is wrong or no longer needed, object to the processing, and withdraw a consent, by writing to **competitions@thelekternetwork.com**. Withdrawal does not undo processing that has already happened, and **neither the promoter nor the school can recall material other people have already shared**. A complaint may be made to the **Information Regulator (South Africa)**, JD House, 27 Stiemens Street, Braamfontein, Johannesburg 2001, **complaints.IR@justice.gov.za**. No permission from the promoter is needed, and there is no obligation to come to the promoter first.

6 THE SONG, THE ENTRY AND THE RIGHTS IN EACH

- 6.1** All rights in the musical work and the sound recording of **Umoya Wethu** remain with their respective owners. Nothing in this competition transfers any ownership in the song.
- 6.2** For the purposes of this competition only, the promoter grants every entering school a **free, non-exclusive, non-transferable licence** to make an arrangement or adaptation of Umoya Wethu, to **perform the song and any such arrangement in public**, to record that performance, and to post the recording publicly online, from the opening date until the winner is announced. **No school needs to obtain its own licence to perform the song for this competition. If any further licence or clearance turns out to be necessary, the promoter will obtain it at its own cost and no school will be prejudiced.** The licence does not permit commercial exploitation of the song or of the entry by the school. **The promoter warrants that it holds, or will obtain, all rights necessary to grant this licence.**
- 6.3** The school retains ownership of its own recording. By entering, the school grants the promoter a **perpetual, worldwide, royalty-free, non-exclusive licence** to use, reproduce, edit, publish, broadcast and display the entry, and the name of the school, in any medium for the purpose of running and publicising this competition and the work of The Lekker Network. **The promoter will credit the school whenever the entry is used**, and will not publish the name of any individual learner without further written consent.
- 6.4** The promoter will not sell an entry, license it to a third party for that party's own commercial use, or use it in paid advertising for an unrelated product, without the school's prior written agreement.
- 6.5 The right to decline.** Nothing in these terms requires the winning school, or any learner, parent or staff member, to permit the use of an individual's image in marketing material, to take part in any marketing activity, or to be present when the winner is announced. Any such invitation may be declined, and the promoter will say so when it invites. **Declining will not affect a school's entry, its standing in the judging, or its right to the prize.**

7 JUDGING

- 7.1** Entries will be judged by a panel made up of **Tanner Wareham, Angel Mazibuko** and the **four co-founders of The Lekker Network**.
- 7.2** Entries are scored out of 100 on the following criteria:
- **Creativity and originality** of the interpretation, 35 points;
 - **Spirit and energy** of the performance, 25 points;
 - **Participation**, being how much of the school was involved, 20 points;
 - **Connection to the meaning of the song**, 20 points.

- 7.3** Production quality, budget and equipment are expressly **not** judging criteria. A phone recording of a full school on a gravel field competes on equal footing with a studio production.
- 7.4** The judges' decision is final. No correspondence will be entered into regarding the outcome. As required by regulation 11(5) of the regulations to the Consumer Protection Act, an **independent accountant, registered auditor, attorney or advocate** will oversee and certify the conducting of this competition, and the promoter will report this through its internal validation procedures. That person **takes no part in the judging, holds no interest in the outcome, and is not the sponsor of the prize**. The judging of this competition is **independently overseen by Legalese**, attorneys, appointed under regulation 11(5) of the regulations to the Consumer Protection Act 68 of 2008. They **oversee and certify how the winner is determined. They do not advise the promoter on these rules and do not approve them**. Their name and identity number are recorded in the promoter's competition records as regulation 11(6)(m) requires, retained for three years, and produced to the National Consumer Commission on request.
- 7.5** The promoter may, at its discretion, name runners up or special mentions. These carry recognition only and no cash prize.

8 THE PRIZE

- 8.1** The winning school receives:
- **R50,000**, sponsored by Nolands and paid by electronic transfer into the school's official bank account. The prize is intended for the school's **music, arts or cultural activities. A school that has no such programme may apply the prize to starting one, or to any other educational purpose it nominates in writing**, and the promoter will not withhold or reduce the prize because of the purpose the school chooses;
 - **a visit from Tanner Wareham** to the school, at a date and time agreed between Tanner Wareham and the school, within the Republic of South Africa, with travel arranged and paid for by the promoter;
 - **a feature** across The Lekker Network's platforms and to its global community, **which the school may decline without affecting any other part of the prize**.
- 8.2** The prize is awarded to the school as an institution and **will not be paid to any individual**, including a learner, a parent or a staff member. So that payment reaches the right account, the promoter will ask the school to confirm that the account given is its official account. This is a payment formality and not a condition of the school's right to the prize.
- 8.3** The prize is not transferable to another school. There is no cash alternative for the school visit or the feature.
- 8.4** **The right to the prize vests in the winning school on determination of the result and is not conditional on anything further.** The promoter will notify the winning school by email and telephone, using the contact details given at entry, within seven days of the determination. Regulation 11(6)(i) obliges the promoter to retain the name and identity number of the person who received the prize together with an acknowledgement of receipt. **The identity number is captured on the Winning School Declaration, which is the only page the school signs.** The acknowledgement of receipt itself is given **after the transfer lands**, and may be given **simply by email from the principal's own school address**, which is sufficient for the same reason clause 5.4 gives. **No second form and no second signature is asked for.** If the promoter cannot reach the school, it will record the steps it took and will continue to hold the prize available to that school.
- 8.5** Any tax consequence of the prize is the responsibility of the winning school.
- 8.6** The result will be announced on The Lekker Network's social media platforms and emailed to every entrant.

9 GENERAL

- 9.1** The promoter may disqualify any entry that breaches these terms, that is not genuinely the work of the school, or that is likely to bring the competition, the song, the artists or the promoter into disrepute.
- 9.2** The promoter may amend these terms or cancel the competition where circumstances beyond its reasonable control require it. Any change will be published on the promoter's platforms and emailed to every entrant already registered.
- 9.3** **Limitation of liability.** To the fullest extent permitted by law, the promoter is not liable for any loss or damage arising from participation in the competition or from acceptance or use of the prize, save for loss caused by its own gross negligence or wilful misconduct. This clause is drawn to your attention in the red box at the top of these terms.
- 9.4** Schools are responsible for their own supervision, safety and risk arrangements while preparing and recording an entry.
- 9.5** These terms are governed by the law of the Republic of South Africa.
- 9.6** A copy of these terms is available free of charge, at any time, from **competitions@thelekkernetwork.com** and from the promoter's website. The promoter will also make them available to the National Consumer Commission on request and without cost.

- 9.7 Nothing in these terms limits any right a school or any other person has under the Consumer Protection Act 68 of 2008 or the Protection of Personal Information Act 4 of 2013.
- 9.8 **How these terms are accepted.** No signature is needed. **Sending the entry email is acceptance of these terms.** Section 22 of the Electronic Communications and Transactions Act 25 of 2002 provides that an agreement is not without legal force merely because it was concluded by data message, and section 24 provides that an expression of intent is not without legal force merely because it is not evidenced by an electronic signature. These terms are published free of charge at the address in clause 9.6 and are available to read, store and print before you enter.

IN SHORT

Sing the song your way. Post it on two platforms, one of them LinkedIn. Email us both links. Get parent consent for the under 18s. Have it in by 23:59 SAST on 31 March 2027. Then bring the gees.

LEGÅLESE

The judging of this competition is **independently overseen by Legalese**, attorneys, appointed under regulation 11(5) of the regulations to the Consumer Protection Act 68 of 2008.

An initiative of **The Lekker Network (Pty) Ltd**, reg. no. 2024/527692/07.
Questions: competitions@thelekkernetwork.com · Version 7, 18 September 2026

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