

THE SOLIDARITY RESPONSE FUND NPC: DONATIONS' POLICY

1. The Solidarity Fund ("**Fund**") was established to assist in combatting the spread of the Covid-19 virus in South Africa and reducing the extent of its impact and effect on the people of South Africa by serving as a vehicle through which individuals and organisations are able to pledge their support, by making donations to initiatives which are supported by the Fund.
2. In order to achieve its objectives, the Fund:
 - 2.1. has been incorporated as a non-profit company in accordance with the provisions of the Companies Act of 2008, as amended;
 - 2.2. has been approved as a Public Benefit Organisation ("**PBO**") in terms of section 30 of the Income Tax Act, 58 of 1962 ("**ITA**") and for the purposes of section 18A of the ITA; and
 - 2.3. conducts its affairs and operations in a manner which accords with the highest standards of corporate governance and which promotes transparency and accountability.
3. The purpose of this policy document ("**Donations' Policy**") is to record (i) the terms on which persons ("**Donors**") who wish to make any contribution, donation and gift (whether in the form of money/cash or the transfer of any asset in kind (including the proceeds thereof), or services to the Fund (each a "**Donation**") may make such Donations and (ii) the principles, policies and guidelines to be applied by the Fund in assessing whether to accept Donations.
4. **Publication of Donations' Policy and Donor confirmations**
 - 4.1. Donations may be made to the Fund directly, alternatively through fundraising partners ("**Fundraisers**") appointed by the Fund to receive and/or accept Donations on its behalf.
 - 4.2. Donations may be made in cash via cashier systems, via existing payment systems, using electronic funds transfers, credit card transactions, mobile phone and tablet applications, cheques, bequests or otherwise (collectively, "**Collection Networks**").
 - 4.3. The Fund will post this Donations' Policy on its website and will request every Fundraiser who offers to use its Collection Network to receive Donations on behalf of the Fund, to alert potential Donors to this Donations' Policy, whether by publishing a prominent link to the Fund's website on its Network, or otherwise.
 - 4.4. Each Donor, when making a Donation:
 - 4.4.1. is deemed to have familiarised himself/herself/itself with this this Donations' Policy;
 - 4.4.2. makes the Donation subject to the terms of this Donations' Policy;
 - 4.4.3. undertakes and represents in favour of the Fund that his/her/its Donation is aligned in every respect with the terms and import of this Donations' Policy;
 - 4.4.4. is entitled to apply to the Fund (electronically or manually or in any other manner) for a receipt to be issued in respect of the Donation made, in terms of section 18A of the ITA, subject to compliance by the Donor with the Fund's requirements for the issue of such receipt; and
 - 4.4.5. acknowledges that, notwithstanding the Fund's commitment to deal with the information in its possession (including the identities and other information of Donors) in a responsible manner, the identity of Donors may be published or become known to the public.

5. Application of Donations by Fund

- 5.1. The Fund will use every Donation it receives towards achieving the following objectives:
- 5.1.1. assisting in combatting the spread of the Covid-19 virus in South Africa;
 - 5.1.2. assisting persons in South Africa infected by the Covid-19 virus;
 - 5.1.3. ameliorating the effects of the outbreak of the Covid-19 virus in South Africa; and/or
 - 5.1.4. assisting associations, organisations, persons, entities, trusts and the Government of the Republic of South Africa and its organs to address the impact of the Covid-19 virus on South Africa.
- 5.2. In order to achieve its objectives, the Fund will work in collaboration with the South African Disaster Management Command Council and other social partners, amongst other things, to:
- 5.2.1. prevent infection and its spread and thereby lower infection rates and flatten the 'infection' curve;
 - 5.2.2. detect the incidence of the Covid-19 virus within South Africa;
 - 5.2.3. equip and enhance the protection of frontline Health Workers;
 - 5.2.4. support the management of people in medical care/hospital;
 - 5.2.5. support people whose lives are disrupted by the Covid-19 pandemic; and
 - 5.2.6. provide support to vulnerable people living in South Africa, who have been adversely affected by the outbreak of the Covid-19 pandemic,
- and, in each case, identify and scope the areas of greatest need or priority in relation the foregoing.
- 5.3. The Fund has been established for the benefit of all South Africans and the Fund is committed to ensure that its operations and affairs do not encourage or amount to discrimination against any class or group of people within South Africa. The Fund will, however, always endeavour to ensure that South Africa's most needy are the core focus of its activities.

6. Nature of Donations

- 6.1. Donations are voluntary or gratuitous transfers of money or property pursuant to which the Donor does not, and does not expect to, receive any benefit or advantage (whether directly or indirectly) or any other *quid pro quo* or anything in return.
- 6.2. Donations may consist of money or property in kind, or services.
- 6.3. All Donations are irrevocable at the instance of the Donor from the time at which the Fund receives that Donation in cash or in kind.
- 6.4. Unless specifically agreed with the Fund in writing before a Donation is made, a Donor may not attach any conditions to any Donation made.

7. Fund's rights to refuse, return or delay receipt of Donations

- 7.1. The Fund may refuse, return or delay receipt of any Donation, if, in the exercise of its sole and absolute discretion and based on information available to it, the Fund believes that such Donation:

- 7.1.1. may not comply with or may undermine the provisions, spirit and/or import of this Donations' Policy or the objectives of the Fund;
- 7.1.2. may be contrary to the objectives of the Fund or any of the provisions of the Fund's memorandum of incorporation, as amended from time to time;
- 7.1.3. may encourage or promote discrimination on unfair grounds;
- 7.1.4. may have been offered with any illegal or unethical proposal which compromises or is likely to compromise the objectives of the Fund or may otherwise have been made in an unethical and non-transparent manner;
- 7.1.5. may have been offered by any person who conceals or disguises the illicit origin of the Donation, or who ought to have known that the source of funds of such Donation is the result of an illegal or illicit act; or
- 7.1.6. may be related to or associated or connected with:
 - 7.1.6.1. the commission, performance or carrying out of;
 - 7.1.6.2. the facilitation of, participation or assistance in, or contribution to the commission, performance or carrying out of;
 - 7.1.6.3. the performance of an act in preparation or planning of; or
 - 7.1.6.4. instructing, directly or indirectly, the
 - 7.1.6.4.1. commission, performance or carrying out of;
 - 7.1.6.4.2. facilitation of, participation or assistance in, or contribution to the commission, performance or carrying out of; or
 - 7.1.6.4.3. performance of an act in preparation for or planning of

terrorist and related activities, as defined in the Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of 2004.
- 7.1.7. may have been offered in exchange for any gratification, as defined in the Prevention and Combating of Corrupt Activities Act 12 of 2004, whether for the benefit of that person or someone else;
- 7.1.8. may have been offered for the purposes of facilitating a corrupt act, which, among other things, amounts to:
 - 7.1.8.1. the abuse of a position of authority;
 - 7.1.8.2. a breach of trust; or
 - 7.1.8.3. the violation of a legal duty or set of rules,

designed to achieve an unjustified result, or that amounts to other unauthorised or improper inducement to do or not to do anything;
- 7.1.9. may have otherwise resulted from illegal activities or from an illegal source;
- 7.1.10. may otherwise bring the Fund into disrepute or deter a significant number of potential Donors from supporting the Fund;

- 7.1.11. has been offered or made in exchange for any direct or third-party benefit, whether as part of the Fund's objectives or not, or to obtain any business or other advantage from the Fund or its partners or stakeholders;
 - 7.1.12. cannot be used to meaningfully advance the objectives of the Fund;
 - 7.1.13. has otherwise been offered or made subject to any conditions to which the Fund has not agreed in writing.
- 7.2. The Fund may refuse, return or delay receipt of any Donation from a Donor, if:
- 7.2.1. it fails or is unable to verify the identity of the Donor and/or the source of funds of the Donation to its satisfaction; or
 - 7.2.2. the Donor fails or refuses to provide the Fund with any additional information which is requested from the Donor; or
 - 7.2.3. in the exercise of its sole and absolute discretion and based on information available to the Fund, the Donor and/or the Donation itself, may:
 - 7.2.3.1. support or promote any criminal or illicit activity of whatsoever nature including corruption, money laundering or terrorism financing operations; and/or
 - 7.2.3.2. support or promote discrimination on any unfair grounds.