

Terms and Condition for Unlock Your Talent with 5FM

1. In addition to the 5FM Competition Terms and Conditions, the below conditions also apply for Unlock Your Talent with 5FM from 24 November 2021- 31 December 2021
 - a. PHASE ONE 24 November - 09 December 2021: Calls for entries
 - b. PHASE TWO 10 December- 16 December 2021: Announcement of winners in allocated area live on 5 Breakfast.
 - c. Tour Dates:
 - i. 17 December 2021: Pretoria
 - ii. 18 December 2021: Johannesburg
 - iii. 22 December 2021: Durban
 - iv. 28 December 2021: Cape Town
 - v. 31 December 2021: Cape Town
2. The prize of the Unlock Your Talent opening act search is a chance to perform at one of the events, outlined in 1.c and R5000.
3. All entrants must be 18 years or older to enter.
4. Entrants enter this competition of their own free will. By entering, all entrants confirm that they have the legal capacity to enter the competition.
5. Entrants are responsible and liable for any and all costs incurred as a result of entering the competition.
6. All entrants are responsible for their own transport, equipment, instruments, food, accommodation and any other expenses occurred.
7. The selection of the winners is final and no reasons will be provided for such decisions. All entrants agree to not challenge or appeal such decisions.
8. All entrants acknowledge and agree to provide interviews and/or auditions by entering the competition and that they will not be entitled to any compensation for the interviews and auditions or the costs thereof.
9. All entrants agree not to engage in any activities that violate any law, offend against public morals or embarrass 5FM or the SABC in any way.
10. All entrants must comply with all COVID-19 regulations and rules at all venues and events.

11. 5FM and the SABC shall not be held liable for any damage or loss arising out of the contestant's entry or participation in the talent search. This shall include, but not be limited to, damage arising as a result of travel, illness, accident, loss or theft of property while auditioning or participating in the talent search.
12. By participating in the talent search, the entrant consents to the use of their personal information supplied to 5FM for the purposes of establishing whether the entrant is a suitable candidate and for selecting contestants for the production of the talent search. If the contestant is invited for further auditions but not selected as a contestant, or if the contestant is selected as a contestant, they assign irrevocably to 5FM the entire copyright and all other rights of whatsoever nature in and to their audition(s), participation and contribution to the Unlock Your Talent opening act search, whether now in existence or arising in the future, including without limitation, their performance, any comments ascribed to them (whether as part of the audition, any interview, during their participation of the competition and any inclusion of photographs, likeness, profile, voice, sound effect, caricature, literary, artistic and musical materials and the like) for purposes of the programme and/or any related publicity, research and marketing. 5FM shall therefore be entitled to use and license others to use and use such contributions, in the whole or in part, by all means and by all media, manner and formats whether now known or hereafter invented throughout the world and in perpetuity.
13. By entering the competition, all entrants confirm that they are able to enter the competition and have no conflicting legal obligations.
14. All entrants agree that should they be selected as the winner of the Unlock Your Talent opening act search, they will be required to enter into a formal written artist agreement. The entrant acknowledges and agrees that they will be disqualified from the competition and will not be entitled to any prizes or remuneration if they refuse to enter into the said agreement subsequent to their announcement as winner of the competition.
15. All entrants indemnify 5FM/SABC, their subsidiary and affiliated companies, their officers, agents, directors and employees against any costs or damages (including consequential damages and pure economic loss) that may be incurred by the 5FM/SABC as a result of claims or charges made against the 5FM/SABC (whether at

the instance of the third party or the contestant) for infringement of any right, whether the claim or action arises from contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by 5FM/SABC or the entrant of their rights or the fulfilments or breach by the entrant of my obligations in terms of the Unlock Your Talent opening act search and such indemnity shall extend to the reasonable costs that may be incurred by the 5FM/SABC in defending any action instituted against it.

16. Entrants grant 5FM an irrevocable performer's release and state that 5FM may photograph, film, record, edit, broadcast, re-broadcast, publish or communicate to the public of the entrant's performance, including for promotional purposes, related to Unlock Your Talent opening act search without remuneration or compensation.
17. Should 5FM decide, in their own discretion, not to proceed with the Unlock Your Talent opening act search for any reason whatsoever, 5FM may at their sole discretion elect to terminate this competition without compensation to the entrant.
18. Should the entrant breach any of these terms, 5FM may disqualify the entrant at any stage of the programme, without compensation, as an entrant, contestant or winner of the competition.
19. As per standard COVID-19 safety practice; upon arrival at each event, you will be required to fill the registration form, have your temperature check, sanitized and wear a mask. No mask, no entries.
20. By entering the competition, all entrants understand and accept these terms and conditions.

5FM General Ts and Cs

- All 5FM competitions are conducted in accordance with the provisions of Section 54 (1) of the Lotteries Amendment Act (46 of 2001).
- 5FM competitions are open to all South Africans, unless otherwise stated.

Competitions are not open to employees, agencies, prize sponsors or contractors of 5FM, the SABC or any person directly or indirectly involved in the organisation or running of the competition, or their immediate family members.
- No person may enter the same or any other competition hosted partly or in whole by 5FM within three (3) months of winning the same or any other competition hosted partly or in whole by 5FM.
- The judges' decision is final and no correspondence will be entered into.
- Prizes other than cash are not transferable, cannot be deferred or exchanged for cash and are not negotiable.
- Winners use and accept prizes at their own risk. 5FM, the SABC and the prize sponsors (and/or their respective agencies) cannot be held responsible for any accident, injury, or loss of property experienced as a result of winning, accepting and/or utilising prizes won.
- Prizes not collected/claimed within 6 months of being won will be disposed of at 5FM's discretion.
- By entering 5FM competitions, entrants agree to adhere to competition rules and regulations, details of which entrants declare themselves conversant with.
- Any violation or attempt to violate any of the above rules will result in the immediate disqualification of the transgressor.

- 5FM may disqualify a transgressor for entry into any other 5FM competitions, for a period deemed appropriate by 5FM Management.
- 5FM and the prize sponsors reserve the right to cancel the competition at any time, if deemed necessary in their opinion, and if circumstances arise outside of their control and shall not be liable in anyway whatsoever to entrants in such event for any cause or action whatsoever.
- Winners may be required to have their details disclosed and appear on radio, television, the Internet or in printed publications.
- 5FM reserves the right to alter rules or prizes at their own discretion. Such altered rules and prizes shall become effective immediately after being altered or on such date as may be determined by 5FM. No entrant shall have any recourse against 5FM as a result of the alterations of the rules or prizes.
- 5FM will make every reasonable effort to deliver the prize described in the promotion's publicity, but cannot accept responsibility if the prize differs in whole or part from that advertised. Similarly, prize values quoted may differ from the actual value of the prize.

Winning a competition is only finalised once the winner's name is announced on air or on any 5FM digital platform.

- The announcement of a winner on air or on www.5fm.co.za does not constitute a ruling by station management that the winner has complied with the rules above. 5FM may disqualify the entrant after the announcement should any rule transgressions be discovered.
- Please allow 4-6 weeks for delivery of prizes.