

1's and 2's – Audition Entry Form

TERMS & CONDITIONS FOR COMPETITION ENTRANTS

Please read and accept the following terms and conditions:

I Agree That:

- 1.1 I am 18 years or more on the 1st March 2018
- 1.2 I am a citizen and legal resident of South Africa and I will produce my valid identity document at the audition(s).
- 1.3 SABC Ltd. and I Love That Productions cc's (the Producers) decision in relation to the selection and placement of the Contestants shall be final and no reasons will be provided for such decisions. I agree not to challenge or appeal against these decisions.
- 1.4 I shall not engage in activities which violate the law of any jurisdiction, offend against public morals or embarrass SABC Ltd./ I Love That Productions cc (the Producers) in any way.
- 1.5 SABC Ltd./ I Love That Productions cc (the Producers) shall not be liable for any damage or loss arising out of my entry or participation in the Programme. This shall include, but not be limited to, damage arising as a result of travel, illness, accident, loss or theft of property whilst auditioning or participating in the Programme.
- 1.6 By arriving at the audition, I consent to the use of any personal information supplied by SABC Ltd./I Love That Productions cc (the Producers) for the purposes of establishing whether I am a suitable candidate and for selecting contestants for the production of the Programme. If I am invited for any further auditions but not selected as a contestant, I hereby assign irrevocably to SABC Ltd./ I Love That Productions cc (the Producers) the entire copyright and all other rights of whatsoever nature in and to my audition and contribution to **1's and 2's**, whether now in existence or arising in the future, including without limitation, my performance, any comments ascribed to me (whether as part of the audition, any psychological testing, any interview and any inclusion of my 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, which SABC Ltd./ I Love That Productions cc (the Producers) accept. SABC Ltd./ the Producers shall therefore be entitled to use and exploit and license others to use and exploit such contributions, in whole or in part, by all means and in all media, manner and formats whether now known or hereafter invented throughout the world and in perpetuity.
- 1.7 I am of sound mind and may legally enter into this contract. The obligations of this contract will remain in force until canceled by both parties in writing, and will supersede any contracts entered into in the future.
- 1.8 I will obtain permission, in writing, before appearing or taking part in any form of publicity work in any form of media until the 11th of March 2019
- 1.9 I will be responsible for my own makeup and wardrobe for the duration of the production. It may from time to time be dictated by the producer of the show, or a designated representative, what I have to wear, or how my makeup needs to be applied, and I will abide by these obligations.
- 1.10 Should I win any prize in any form from the production, the prize will be awarded at the producer's discretion, within 6 months of winning the prize.

2. I Warrant That:

- 2.1 I understand and accept the terms and conditions of this entry form.
- 2.2 I am able to enter this competition and I have no conflicting legal obligations.
- 2.3 I have the legal capacity to enter this competition.
- 2.4 If I am short-listed as a possible contestant, I agree that SABC Ltd. and I Love That Productions cc (the Producers) may conduct such background checks and request original identity documents that are necessary to confirm that all the information contained in this form and that I have supplied is correct.
- 2.5 If I am invited for an interview by the Producers/Organisers/SABC Ltd. in the participant selection process, I am prepared to undergo biokinetic, psychological, background checks and medical screening. I understand that the full details of this will be explained to me in advance.
- 2.6 If I am short-listed as a possible contestant, I agree that SABC Ltd. and I Love That Productions cc (the Producers) may conduct any/all criminal/credit background checks as they deem necessary.
- 2.7 If I have children and am selected by the Producers/Organisers/SABC Ltd. as a contestant in **1's and 2's** I agree that my children will not be able to reside with me at 1's and 2's locations and the Producer/Organisers/SABC Ltd. will have no responsibility with regard to the welfare or accommodation of my children.
- 2.8 Even if I am selected as a contestant, the Producers/Organisers/SABC Ltd. have no obligation to produce **1's and 2's**, and even if **1's and 2's**, is produced there will be no obligation on the Producers/Organisers/SABC Ltd. or any broadcaster to broadcast it.
- 2.9 If I am selected as a contestant I agree that I am able to travel **as an individual** to the locations of **1's and 2's** for 12 months at any point between March 2018 and March 2019. (or for such other period as the Producers/Organisers/SABC Ltd. may designate.
- 2.10 I agree to make myself available for interviews, auditions, publicity, and any other event relating to **1's and 2's** and to do what is reasonably expected of me to assist the Producers/Organisers/SABC Ltd. with all the arrangements necessary for the **Competition**.
- 2.11 If I am selected as a contestant for **1's and 2's**, I will be required to enter into a formal written agreement with the Producers/Organisers/SABC Ltd. and/or any other relevant party, the terms and conditions of which will be necessary to protect the rights of the Producers/Organisers/SABC Ltd. and/or such other entity involved in the production. Should I choose not to enter into such formal written agreement, I acknowledge and agree that I will be disqualified from participating in **1's and 2's**.
- 2.12 I am not party to any current or future agreements or contracts which hold any form of ownership or obligation of any of my intellectual property, including but not limited to any music I have produced, mixed, performed or licenced, or any depiction of my person or persona.
- 2.13 I understand that should I be selected for 1's and 2's and progress to the "Top 10" I will automatically be obligated to sign with Wabantu Music, which will hold all rights whatsoever for any music pieces entered into, or created for, the production.
- 2.14 I have read and understand the terms and conditions of the contract I might be obligated to sign with Wabantu Music
- 2.15 I will not enter into any agreement or contract or in any way attempt to distribute my image or music through any medium until 6 months after the broadcast of the final episode.
- 2.16 I will not appear on any competitor channels to SABC for the period of 12 months (radio and television) unless permitted to do so in writing from I Love that Productions
- 2.17 I will get written permission to do any publicity promotions, print, radio or television for the 12 month period from 1 March 2018 to 1 March 2019
- 2.18 I hereby acknowledge that if selected as a contestant on 1's and 2's, I will not enter into any other agreements with any other parties
- 2.19 I fully understand that I will not receive any form or sort of pay, salary, wage or remuneration for any and all activities I perform for the production.
- 2.20 I hereby indemnify SABC Ltd./ I Love That Productions cc (the Producers), 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 SABC Ltd./ I Love That Productions cc (the Producers) as a result of claims or charges made against SABC Ltd./ I Love That Productions cc (the

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Producers) (whether at the instance of a third party or myself) for infringement of any right, whether the claim or action arises from delict or contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by SABC Ltd./ I Love That Productions cc (the Producers) or myself of its/his/her/my rights or the fulfillments or breach by myself of my obligations in terms of the **1's and 2's** Programme and such indemnity shall extend to the reasonable costs that may be incurred by SABC Ltd./ I Love That Productions cc (the Producers) in defending any action instituted against it

2.21 I grant to SABC Ltd./ the Producers an irrevocable performer's release and state that SABC Ltd./ the Producers may photograph, film, record, edit, broadcast, re-broadcast, publish or communicate to the public my performance, including for promotional purposes, related to **1's and 2's** without remuneration.

2.22 I hereby waive any moral rights which I may have in my performance in **1's and 2's** as defined under the Copyright Act 1978, as amended.

2.23 Should SABC Ltd./ the Producers decide, in their sole discretion, not to proceed with **1's and 2's**, for any reason whatsoever, SABC Ltd./ the Producers may in their sole discretion elect to terminate this Entry Form without compensation to me.

2.24 In the case that an unforeseen circumstance arises, which may not be outlined in the entry form, the final decision will rest with the judges and Producer after consultation with SABC

3. When and Why Could I be disqualified?

3.1 I shall be disqualified if I am an employee of SABC Ltd./ the Producers or any of SABC Ltd./ the Producers' affiliates or subsidiaries or of any of their agents related to the Programme. If I am selected I shall not at any stage of the Programme be an employee of SABC Ltd. Or the Producers and as such will not be entitled to any of the benefits available to SABC Ltd. / the Producers' employees.

3.2 SABC Ltd./ the Producers may disqualify me, without compensation, as an entrant, contestant or as the Winner of the Programme, should I, at any stage, supply untruthful, inaccurate or misleading personal details and information; break the Rules or be found to be unfit, in the sole discretion of SABC Ltd./ the Producers as a result of having undergone a material alteration in my appearance at any stage prior to the production of the Programme.

3.3 Should I breach any of the terms of this agreement SABC Ltd. / the Producers may disqualify me, at any stage of the Programme, without compensation, as an entrant, contestant or Winner of the Programme.

3.4 SABC Ltd. / the Producers shall be entitled to disqualify me as an entrant or contestant, without compensation, on the grounds that I have not signed the Participant's Agreement.

4. What I need to keep confidential and what I should do if the media approaches me:

I shall not disclose to any third party, without the prior written consent of SABC Ltd./ the Producers, any information relating to the Programme, the application/selection process, my appearance in the Programme, any of the production team, or any other entrants or Participants, nor any other information which may come to my attention relating to SABC Ltd./ the Producers or otherwise connected to the Programme, save for such information which is already public knowledge. Should I be approached or contacted by the press, I must immediately refer them to the SABC or the Producers.

*I confirm that I have read and I acknowledge that I understand the Competition Rules, Terms and Conditions and accept that I am bound by the Competition Rules, Terms and Conditions and agree that by submitting this Entry Form I consent to the use of my personal information, including the information contained in this Entry Form, by the Producer/Organisers/SABC Ltd. for the purposes of **1's and 2's**.*