

Competition Terms and Conditions

Please read these Competition Terms and Conditions carefully. Participation in this competition will constitute your agreement to these Terms and Conditions. Entry into the competition and/or acceptance of a prize constitutes the participants binding acceptance of the terms and conditions.

Telkom Standard Terms and Conditions apply (full details may be accessed at www.telkom.co.za).

1. Competition

1.1 This is the Telkom One #OpenUpTheIndustry original video competition. This competition is organised by Telkom SA SOC Ltd ("Telkom") and its affiliates, partners, associates and agents.

2. Competition Period

2.1 The Competition will run from 12 October 2020 to 30 November 2020 at 18:00pm.

2.2 The Competition Period may be extended or curtailed at the discretion of the Organiser and will be communicated on <https://create.telkomone.tv> and all associated social media platforms.

3. Who may enter

3.1 All participants must be:

3.1.1 citizens of the Republic of South Africa and/or a legal resident of the aforesaid country.

3.1.2 currently residing in the Republic of South Africa at the date of the commencement of the Competition Period.

3.1.3 a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Competition Period.

3.2 Participation in this Competition excludes the Organisers, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Competition and their spouses, life partners, parents, children, siblings, business partners or associates.

4. How to enter

4.1 During the Competition Period, content creators must submit a minimum of 1 and a maximum of 3 short form mobisodes/episodes of original content of 5-10 minutes, for one of the following categories: Mobivelas (A Telenovela for mobile), lifestyle (Cooking, travel, fitness or education) and/or comedy (Stand up or sketch) to the Telkom One Competition Portal <https://create.telkomone.tv>

4.2 Each content of 1 - 3 mobisodes/episodes that are submitted and uploaded in accordance with the provisions of clause 4.1 will constitute a single entry into the Competition. The organiser has the right to reject any submission which contains inappropriate images.

4.3 Multiple entries by the same participant will be allowed. / Unless otherwise specified in the competition rules, you may only enter the competition at a maximum of three times any time before the closing date.

4.4 Entry to this Competition does not make any participant a winner.

4.5 The Organisers accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered.

4.6 It is the participant's responsibility to ensure that their entry is received by the Organiser prior to the closure of the competition. Any entries which are not received by the Organiser prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry.

4.7 The Organiser shall not be responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, the Organiser is not responsible for any problems or technical malfunction of any telephone network or lines,

computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.

- 4.8 Entries that do not comply with these Terms and Conditions will be disqualified.
- 4.9 Errors and omission may be accepted at the Organiser's sole discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 4.10 It is the participant's responsibility to ensure that any information which you provide to the Organiser is accurate, complete and up to date.
- 4.11 Costs to enter the competition will depend on the method of entry and if there is a cost to enter the competition you should seek the permission of the person paying the bill before entering. The cost to enter via the Internet may vary so please check with your network operator for current charges. Internet access will be required in order to access the competition website. Submissions can be done on mobile and/or website using a desktop, PC or tablet.

The Prize

- 4.12 The Jury will review all submitted entries and select 1 winner from each of the categories (Mobivelas, Comedy and lifestyle), therefore there will be 3 winners.
- 4.13 Each winner will receive a contract valued at R100 000 to Produce one season of Comedy or Lifestyle Show or a Mobivela. (with a minimum of 2 hours total content)
- 4.14 The completed short form series will be uploaded on the Telkom One video on demand content platform www.telkomone.tv as part of the SVOD (Subscription video on demand) package.
- 4.15 Winners will not receive any commission or revenue share from revenue generated on their content.
- 4.16 The winner will be required to sign a license agreement, giving Telkom the right to promote or market the content on all other associated platforms.
- 4.17 Prize is not transferable. No substitution, cash redemption, deferment or assignment of the prize is permitted.
- 4.18 A participant may not win a prize if it is unlawful for the Organiser to supply such a prize to the winner. If a participant does win such a prize in these circumstances, the prize will be forfeited.

5. Selection of Winners

- 5.1 A single winner in each of the categories will be selected from the total mobisodes/episodes received in respect of the Competition over the Competition Period.
- 5.2 The winners will be selected by a jury appointed by the Organiser, based on the best mobisodes/episodes submitted.
- 5.3 The winner will be selected from 1 – 3 December 2020 after the end of the Competition Period. Winners will be announced on 10 December 2020.
- 5.4 If for any unforeseen reason the winner selection cannot take place on the aforesaid date, then the Organiser will endeavour to conduct the winner selection within a reasonable period thereafter and shall provide details of the new selection date will be communicated.
- 5.5 The results to determine the winners is final and no correspondence will be entered into.
- 5.6 The winners will be contacted by way of Mobile number and/email address in accordance with the contact details provided.
- 5.7 The Organiser shall at its sole discretion determine the time period for the prize to be claimed and for delivery of the completed series.
- 5.8 A participant selected as a winner but does not comply with the provisions of these Terms and Conditions will forfeit the prize.
- 5.9 If a winner does not respond within 72 (seventy-two) hours of receiving a direct message from the Organiser, the said winner forfeits the prize.

- 5.10 A winner who has forfeited the Prize will be notified of the forfeit and a new winner will be selected from remaining entries until a valid winner is located and confirmed.
- 5.11 The Organiser may publish names of the participants and winners on any of its communication platforms. The Organiser may require that the winner agrees by entering the Competition (at no cost), to participate in any marketing events and/or to be identified and/or photographed and/or filmed and the foregoing to be published in any media and the winner's name and image may be published on the Organisers website.
- 5.12 The Organiser may require the winner to provide such additional information and documentation as they may reasonably require in order to process, confirm and facilitate the winner's acceptance and/or use of a prize. If a participant refuses to provide the requested information or documentation, the prize will be forfeited.

6. Limitation of Liability

To the extent permitted by Consumer Protection Act No 68 of 2008 ("the Consumer Protection Act") and any other applicable law:

- 6.1 The participant and/or winner(s) hereby indemnifies, releases and agrees to hold harmless the Organiser against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, arising from participating in the Competition, Competition-related activity and/or acceptance, receipt, possession or use/misuse of any prize.
- 6.2 The Organiser excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
- 6.3 Data charges may be incurred for participation in this Competition.
- 6.4 Network rates apply.
- 6.5 The Organiser is not responsible for any injury or damage to any participants' or other person's computer, mobile telephone or other device used to enter into, or obtain any materials related to, the Competition.
- 6.6 Any costs or expenses which a participant may incur other than in respect of those items specifically included in a prize are for the participant's own account. The Organiser will not be responsible for any costs or expenses which incurred during and for purposes of entry into the Competition and acceptance and/or use of a prize.
- 6.7 The Organiser shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winner(s) and/or parent(s)/legal guardian(s) under these Competition Terms and Conditions if such delay or failure is caused by circumstances beyond the Organiser's reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes.

7. License for material submitted and warranties

- 7.1 In exchange for allowing the participant to enter the Competition, the participant hereby:
 - 7.1.1 grants to the Organiser a non-exclusive, irrevocable and unconditional sub-licensable licence to use, or allow third parties to use, any mobisodes/episodes or other related material you have provided to us in connection with the Competition ("Material") in any manner and on any media (existing now or in the future) throughout the universe without restriction for the full term (and any extensions thereof) of any rights that may exist in your Material (without payment to you or any third party). We may require you to provide us with a written acknowledgement of this licence;
 - 7.1.2 agrees that the Organiser may use their name and/or likeness, voice, photographs and/or video footage and any biographical information provided by the participant and/or any statement made concerning the Competition and/or the Prize(s) in

- connection with publicizing the Competition, in any and all media in perpetuity throughout the world in any manner the Organiser chooses without restriction.
- 7.2 It is very important that the Material provided as part of the Competition is the participant's own work. Material that a participant did not create themselves, or that include work done by other people without their permission can result in serious liability to the Organiser and the participant. Accordingly, the participant represents and warrants that:
- 7.2.1 they are the only creator, author and owner of the Material submitted, or if not the exclusive owner they have received written consent from the owner to submit the Material and to grant the rights to use the Material as set out above;
 - 7.2.2 the Organiser's use of the Material will not infringe any intellectual property or other rights of any third party (for example trademarks, copyright, privacy rights). This means that, if the Material contains any underlying copyrights such as music, lyrics, film footage, artwork or other copyright material owned by any other person, the participant confirms that they have obtained all necessary consents in writing (including from other people appearing in the Material) necessary for the Organiser to use the material as set out above;
 - 7.2.3 the Material will not contain anything that is defamatory, offensive or illegal;
 - 7.2.4 the Material is free from any right or claim by anyone under any recording contract, publishing contract, or any union, guild or collecting society such as the Performing Right Society and the participant agrees to inform the Organiser immediately if this status changes.
- 7.3 The participant hereby indemnifies the Organiser against any costs or damages (including consequential damages and pure economic loss) that may be incurred by the Organiser as a result of claims or charges made against the Organiser 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 the Organiser of its rights granted herein or the breach by the participant of any warranties provided herein and such indemnity shall extend to the reasonable costs that may be incurred by the Organiser in defending any action instituted against it.

8. General

- 8.1 The Organiser reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these Terms and Conditions and/or who tampers with the entry process.
- 8.2 In accordance with the confidentiality policies and practices of the Organiser, none of the entry details of any participant in this Competition will be disclosed or used by the Organiser for any purposes other than for entry into the Competition and as specifically set out in these Terms and Conditions. Any personal information, including without limitation, name, age, address (including postcode), telephone number and/or email address of the participant ("Personal Data") will be used (i) in connection with the Competition, and (ii) for any purpose to which express consent has been given on entry (iii) as set out in these Terms and Conditions and (iv) in accordance with our [Privacy Policy](#) (if any). Personal Data will not be disclosed to any third party, except for the purpose of fulfilling the Prize(s) where applicable unless express consent has been given entry.
- 8.3 Participants acknowledge and accept that the Organiser may utilize a third party (the "Organiser's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the prize if applicable. In order to affect the contacting and delivery process, the Organiser shall provide the participant's information to such third party.
- 8.4 Details of participants will not be used by the Organiser for Organiser-related communication should the participants opt-out to receive further communication from the Organiser.

- 8.5 The participant agrees not disclose to any third party (on any form of media including limitation press, radio, television, Facebook, Twitter or Instagram), without the prior written consent of the Organiser, any information relating to the Competition and/or the Organiser, save for such information which is already public knowledge. Should the participant be approached or contacted by the press/media, they will immediately refer them to the Organiser.
- 8.6 Information regarding the Competition that is published on advertising material authorised by the Organiser will also form part of the Terms and Conditions of the Competition. In the event of any conflict between such advertising material and these Terms and Conditions, these Terms and Conditions shall prevail.
- 8.7 The Organiser may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organiser's website. The onus rests on the participant to constantly check the Organiser's website for updates to the Terms and Conditions.
- 8.8 If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organiser reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant ; or (b) to modify, suspend, terminate or cancel the Competition as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 8.9 Save as permitted by Law, the Organiser reserves the right to cancel, suspend or terminate this Competition, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website. No liability shall lie against the Organiser in favour of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against the Organiser and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organiser.
- 8.10 Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of South Africa.
- 8.11 The Organiser reserves the right to withhold the prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 8.12 The Organiser accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize owing to, but not limited to, stock unavailability, strike, lock out, pandemic, destruction of Prize on route to winner/s by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- 8.13 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 8.13.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible.
- 8.13.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 8.13.3 Participants use the following contact details for any questions related to the competition:
- Email: create@telkomone.tv
Call: Telkom customers - 120
Call: Non-Telkom customers – 081 120