



## 2021 COMEDY CENTRAL'S SHELDON SMACKDOWN COMPETITION

### TERMS & CONDITIONS

1. Comedy Central's *Sheldon Smackdown* Competition 2021 (the "Competition") is open from Monday, 11 January at 00:00 and will close on Friday, 22 January 2021 at 23:59.
2. The promoter of the Competition is Viacom International Media Networks Africa (Pty) Ltd of 2 Bruton Road, Bryanston, Johannesburg, 2191, Tel: +27 11 4282903 (the "Promoter").
3. To be eligible (the "Eligibility Requirements") to enter, entrants, and in the case of the Grand Prize, the entrant's intended travelling partner, must:
  - a. be over the age of 18 years old as of 1 January 2021;
  - b. be a resident of South Africa;
4. To enter the Competition, entrants must watch *The Big Bang Theory* and *Young Sheldon* on weekdays between 11 and 22 January 2021 from 19:10 on Comedy Central (DStv channel 122) in order to find Sheldon's Wrestler Names and SMS the answer to 33122. SMSes will be charged at R1.50 per SMS, free SMSes do not apply (other carrier charges may apply – please check with your network provider). Entrants can enter as many times as they like, provided that multiple entries made by any automated process (as determined solely by the Promoter) will be disqualified. Entries will only be deemed valid if received between;
  - Monday, 11 January at 00:00 and Friday, 22 January 2021 at 23:59.
  - Answers are correct
5. The following prizes (the "Prizes") will be awarded to randomly selected correct and valid entries:
  - a. Daily prizes:
    - i. Cash prize to the value of ZAR 1'000.00
  - b. Grand prize:
    - i. Grand cash prize to the value of ZAR 40'000.00
6. By submitting an entry in accordance with clauses 3 and 4 all entrants hereby grant to Promoter and its respective parents, subsidiaries and affiliated companies a perpetual, worldwide, royalty-free, irrevocable, non-exclusive licence to use, reproduce, copy, adapt, transmit, broadcast, publish or delete any information or other material including without limitation, the entrant's name, entry, photographs, likeness, biographical information, voice, text, images, designs, audio and/or video clips submitted in entering or, or otherwise concerning the Competition, by any

means and in any and all media as they, in their discretion, see fit. Each entrant further agrees that by submitting an entry to the Competition, they hereby agree to be filmed accepting and fulfilling the Prize (including the Grand Prize), if selected as a winner, and grant to the Promoter the exclusive right to film, tape, sound record and photograph them at, and in connection with, the fulfilment of any Prize, and acknowledge that the Promoter shall own all right and title in and to all such films, tapes, recordings and photographs and shall have the right to distribute all such materials (in whole or in part) worldwide, in perpetuity, via any and all media. Promoter shall have the right to use and authorise others to use the entrant's name, likeness and any biographical facts which may have been provided by the entrant to Promoter in any and all media. Entrants acknowledge and agree that they may be required to be used in publicity without further consent or payment if they are selected as the winner of the Prize. Entrants hereby warrant and undertake that they have all rights necessary to make such assignments and grant such rights as set out in this clause. To any extent necessary, all entrants agree that they will at Promoter's request, do and execute all further acts, deeds, documents and instruments as Promoter may from time to time require for the purposes of giving effect to the operation and/or assignment of rights contained in this clause 5.

7. By entering the competition, entrants confirm that they meet the Eligibility Requirements as laid out in clause 3.
8. Daily Prize winners will be randomly selected from the valid entries.
9. At the end of the Competition, eligible entrants who have answered a minimum of three (3) daily questions correctly will be entered into the draw for the Grand Prize. The Promoter will randomly select one (1) Grand Prize winner from these valid entries .
10. The winners will be contacted between 11 January 2021 and 29 January 2021. Dates for the fulfillment of the Prize will be notified to the Prize winners in due course.
11. The award of the Prize is subject to the consent of the winner; if consent is not given then the winner will be disqualified.
12. If a winner declines a Prize, cannot be contacted timeously, is disqualified for failing to comply with any of the Eligibility Requirements or for any other reason in the Promoter's discretion, a further winner will be chosen until all such Prizes are awarded and accepted.
13. The Promoter's decision on any matter concerning the Competition, including but not limited to the selection of the Competition winner, and/or arising out of these terms and conditions is final and binding, and no correspondence will be entered into.
14. The Promoter and its affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of the Prize or any changes to the Prize that may be made at any time.

15. Prizes are not transferable and may not be deferred, changed or exchanged for any other item.
16. Employees of the Promoter, its parent, subsidiaries, affiliates, associated and group companies and any other company involved in this Competition, their families and agents, are not eligible to participate in this Competition.
17. By entering this Competition, entrants agree that they will be bound by these terms and conditions as well as the General Competition Rules and Privacy Policy which can be found on the Comedy Central website.
18. These terms and conditions shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Courts of South Africa (Gauteng Provincial Division, Pretoria / Gauteng Local Division, Johannesburg), in respect of all matters arising out of or in connection with the Competition or these terms and conditions.
19. If any provision of these terms and conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these terms and conditions, and shall not affect the validity or enforceability of any remaining provisions.
20. It is not intended that any provision of these terms and conditions contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these terms and conditions must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
21. These terms and conditions are subject to change without notice. These terms were last updated on 18 December 2020.