



## #MTVBaseVJSearch 2017 South Africa TERMS AND CONDITIONS

These are the general terms and conditions for the MTV Base VJ Search 2017 (the "Competition"). These rules govern the relationship between you and MTV Networks Africa (Pty) Ltd ("MTV") when you enter the Competition. By participating in the Competition, you agree to be bound by these terms and conditions as well as MTV's General Competition Rules which can be found at [www.mtvbase.com](http://www.mtvbase.com) (and which may be amended or varied at any time by us with or without notice).

### 1. Term

The Competition will commence 17h00 CAT on **24 May 2017** until 23h59 CAT on **30 July 2017**

### 2. Eligibility Criteria

To enter the Competition, you must:

- Be a South African citizen or eligible to work full time in South Africa without the requirement of a work permit,
- Be between the ages of 18 - 25 years of age (Winners will be required to show proof of age)
- Speak fluent English
- Have no criminal record
- Not be an employee of MTV, its parent, subsidiaries, affiliates, associated and group companies or be associated with any other company or person involved in the Competition, their families or agents,
- Not be or have been a presenter on any major television or radio channel transmitted in Sub Saharan Africa
- Not have won any previous MTV VJ searches
- (If you win) be able to enter into an exclusive presenter agreement with MTV for a period of 1 year (at MTV's sole discretion)

(the "Eligibility Criteria")

### 3. Entry and Application Forms

To enter the Competition you must meet the Eligibility Criteria and accurately complete and sign the Application Form (including any Release). All forms must be filled out completely and truthfully. If you fail to complete any form, give any false information, or fail to reveal any pertinent information you may be disqualified from the Competition.

#### **4. Auditions**

On-The-Ground Auditions - Audition dates, times and locations will be advertised in advance. You must attend the auditions with valid identification **AFTER FILLING THE ONLINE APPLICATION FORM** and any other paperwork or terms and conditions required on the day. If you meet the Eligibility Criteria you will be assigned an audition number. MTV will aim to audition the first **500** eligible entrants however MTV does not guarantee to do so.

Online auditions - Shoot an Audition Video, post your Audition Video (or a link to it) to your social media account (Instagram, Facebook, Google+, or Twitter, or all of them), and hash tag your post with #MTVBaseVJSearch. Online audition videos can also be submitted at [www.mtvbase.com](http://www.mtvbase.com). Videos should be limited to not more than 90 seconds.

#### **5. Filming Release**

Each Competition entrant ("You") agrees that MTV has the right to film, record, tape and photograph You during and in connection with any filming of and/or relating to the Competition. You hereby assign to MTV all present and future intellectual property rights and related rights (including, without limitation, copyright and performer's property rights and all like rights) in and to your appearance in the films, recordings, videotapes, photographs and/or any other materials created by or on behalf of MTV pursuant to this Competition (the "Footage"). You hereby grant all necessary consents, under the Copyright Act 98 od 1978 or otherwise, to MTV and its affiliates worldwide to use and exploit all rights assigned to MTV under this clause, forever and throughout the world in any and all media now known or hereafter discovered, without restriction, and unconditionally and irrevocably waive, in favour of MTV its affiliates, licensees, assigns and successors in title, such rights under Section 20 of the Copyright Act 1978 as modified or re-enacted from time to time and, so far as is legally possible, any and all moral rights or similar rights as you now have or hereafter acquire anywhere in the world in relation to your appearance in the Footage and every part thereof. All right and title in and to the Footage shall vest in MTV, and MTV shall be entitled to use and exploit the Footage, either itself or through any authorized third party, in whole or in part, in relation to the Competition or any other production, or otherwise, as it may at its absolute discretion determine. MTV shall have the right to assign and/or license the rights (including the Footage itself or excerpts thereof) granted to MTV under this Agreement to third parties without restriction,

## **6. Behavior During Auditions**

You must not swear during the audition, or do or say anything, which is obscene, defamatory, infringes any third party rights or may damage or prejudice the interest of MTV. You must not bring any weapons, alcohol or controlled substances to the audition. You must not wear any clothing which with prominent designer names, brand names, logos or bearing the name or likeness of a celebrity (living or dead). If you do wear such clothing you will be required to change.

## **7. Confidentiality**

If you are chosen as a finalist you will not disclose to anyone at all without the prior written consent of MTV, that you have been chosen as a finalist. Only MTV has the right to disclose this information. For the avoidance of doubt you will not issue any press releases or make any public announcements (including but not limited to any social media platform or any blogs) relating to any details of the Competition in the finals stage (including any details of other finalists).

## **8. Media Guidelines**

Subject to the limitations herein, please note that when blogging, tweeting or making any social media comments with respect to the Competition you should follow the following guidelines:

- Don't swear or use offensive language (blasphemy etc.).
- Don't make any libelous comments - a comment is libelous if it is false, believable and is likely to damage a person's reputation e.g. "X is a drunk", "Y was so drugged up" "Z is a liar". Note that even repeating something someone else said can be libelous e.g. "He said she was a complete slut"
- Don't use any graphic anatomical descriptions (e.g. dick) or any graphic innuendos.
- Don't make unnecessary references to brands/advertise/promote products etc.
- Refrain from making religious/political comments - avoid references to the occult
- Do not incite hate or write anything racist/sexist etc.
- Do not encourage violence
- Do not promote or glorify smoking/taking drugs/drinking alcohol
- When expressing an opinion make it clear that it's your opinion
- Try and be objective and always present balanced arguments - both sides of the story
- Don't repeat any unsubstantiated rumors

## **9. Disqualification**

MTV reserves the right to disqualify any entrant from the audition or the Competition.

## **10. Finalist and Winners**

MTV will appoint a panel of judges to select in their absolute discretion, finalists from the Competition and one winner from the final of the Competition. All decisions made by the judge's relating to the Competition, including but not limited to the selection of the finalists and the winner, are final and binding, and no correspondence will be entered into. The judges will select a shortlist of finalists (from both the on-the-ground-audition entrants as well as the online audition entrants) who will be invited to attend a call back session. If you progress to the final you must be willing to consent to an alternative Finalist/Winner of any of the heats of the final if MTV has reasonable grounds for believing that an entrant does not meet the Eligibility Criteria or has not complied with these terms and conditions.

## **11. Promotional Appearances**

Should you be chosen as a finalist you agree to make yourself available (for no financial consideration) to MTV for such reasonable promotional appearances, press conferences and/or photo shoots as may be required

## **12. Changes**

MTV reserves the right to change any of the audition dates, times or locations, any of the Eligibility Criteria, these terms and conditions, or any other element pertaining to the Competition at any time without notice. MTV will not be liable for any such changes or for any errors in any materials or information associated with the Competition.

## **13. Personal Information**

Any personal information collected during the course of this Competition, including the information in the Application Form, will be used solely in connection with the Competition and will not be disclosed except to the extent strictly necessary for the Competition. Such disclosure may include disclosure to MTV's affiliates and/or third parties. Further information can be found in MTV's Privacy Policy at [www.mtvbase.com](http://www.mtvbase.com)

## **14. No Liability**

MTV, its employees, agents and sponsors of the Competition disclaim all liability to the greatest extent permissible at law, for any loss entrant or their property caused or be suffered in connection with the Competition.

## **15. General**

These terms and conditions shall be governed by the laws of South Africa. All Competition entrants consent 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 condition.

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.

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.