

By entering this competition, I acknowledge, confirm and/or agree that:

1. I am 18 (eighteen) years or older at the time of entering this competition.
2. By agreeing to the terms of conditions, my consent also includes the consent of my nominee, which I am authorized to give on behalf of such a person should I choose to make a nomination / alternatively, if I do not have such authorization, I hereby abandon my right to choose such a person should I win the competition.
3. Entering the competition, is not limited to completing an entry form, but also includes any participation in the Cemza Campaign such as suggesting a challenge for the Cemza Man and his sidekick to complete.
4. I am a permanent legal resident of South Africa and I understand that I may be required to show proof of identity or have a valid permit or permanent residence status in the country of South Africa.
5. I will be required to travel if requested by the Promoters, their agents or assigns or the producers of any form of media in relation to the Cemza Campaign (herein after collectively referred to as the "Promoters") during the selection process and or during the entire Cemza Campaign, which includes the Cemza Man Challenge.
6. The Promotor's decision in relation to the selection of the winner shall be final and no reasons will be provided for such a decision. I agree not to challenge or appeal against this decision.
7. I shall not engage in activities which violate the law of any jurisdiction (including the jurisdictions I may be required to travel to during my participation in the programme, offend against public morals or embarrass the Promotor and their parent, subsidiary and affiliated companies in any way.
8. By submitting my entry, I grant the Promoters permission to use my image to promote me and/or any material produced on any platform of the promoters choice. I agree further the Promoters may use my name, image, likeness, any photograph, voice, sobriquet and signature in connection with my video/clip and/or the programme royalty free in perpetuity.
9. I hereby assign irrevocably to the Promoters the entire copyright and all other rights of whatsoever nature in and to any video, audition, participation and contribution to the Cemza Campaign, 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 any programme and/or any related publicity, research and marketing, which the Promoters and any broadcasting platform accepts. The Promoters 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.
10. The Promoters reserves the right to change the terms and conditions, to vary the rules of the entry and/or rules of participation in the programme and/or any aspect thereof, without notice at any time, for any reason which the promoters deems fit or necessary at its sole discretion.
11. Should I enter / win the challenge or nominate someone, all publicity, digital and social media activity around my or my nominee's involvement in the Cemza

Campaign will be done by the Promoters from the date of my entry submission until 6 (six) months after the end of the Cemza Campaign unless otherwise indicated by the promoters.

12. Should I enter / win the challenge or nominate someone my participation in and on any programme or media platform shall include but not be limited to broadcast, publicity, promotion of the campaign and other functions and events related to the campaign, in any media format including internet, interactive, social media platforms e.g. Facebook, Twitter and Instagram, radio and television broadcasts.

I agree/warrant that:

13. I understand and accept the terms and conditions of this entry.
14. I have the legal capacity to enter this competition and I am able to enter this competition. I have no conflicting legal obligations.
15. If I am short-listed as a possible winner, I agree that the Promoters may conduct such background checks and request documents that are necessary to confirm that all the information contained in the entry, which I have supplied, are correct.
16. If the Promoters in the participant selection process invite me for an interview, I am prepared and agree to undergo biokinetic, psychological, background checks and medical screening. I understand that the full details of this will be explained to me in advance.
17. If I have children and am selected by the Promoters as a contestant or winner of the Cemza Man Challenge I agree that my children will not be able to reside with me at locations and the Promoter, their parent, subsidiary and affiliated companies will have no responsibility with regard to the welfare or accommodation of my children. I further undertake and warrant that I shall take all the necessary steps required to ensure the welfare, accommodation and care of my children during my participation in the Cemza Campaign.
18. Even if I am selected as a contestant or the winner, the Promoters, their parent, subsidiary and affiliated companies have no obligation to produce any media, and even if such media is produced there will be no obligation on the Promoters, their parent, subsidiary and affiliated companies to broadcast it.
19. If I am selected as a contestant or as the winner, I agree that I am able to travel as an individual to the locations as required for the period between 21 February 2020 to 1 March 2020 (or for such other period as the Promoters may designate.)
20. I agree to make myself available for interviews, auditions, publicity, and any other event relating to the Cemza Campaign and to do what is reasonably expected of me to assist the Promoters with all the arrangements necessary for the production of the challenge and the competition embodied therein.
21. If I am selected as a contestant or winner of the challenge, I will be required to enter into a formal written agreement with the Promoters and/or any other relevant party, the terms and conditions of which will be necessary to protect the rights of the Promoters and 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 the Cemza Campaign.
22. I acknowledge and confirm that I have no conflicting legal obligations, which may restrict or limit my participation or contribution in the Cemza Campaign. I confirm that I have not previously and will not from the date of my selection to

participate and contribute in the Cemza Campaign until 1 (one) year from the date of entry enter into any commercial, contractual, sponsorship or other agreement or arrangement with any competitor of the Promotor, other than the Promotor, in respect of my name, likeness, image or biography and/or my participation in the production of media. Should I have entered into such agreement or arrangement prior to or during my participation in Cemza Campaign, I hereby undertake to notify the Promotor immediately and the Promotor shall be entitled to take such other action as it considers (in its absolute discretion) to be appropriate including without limitation by disqualifying me from participation in the selection process and/or the Cemza Campaign (and competition therein) without compensation or any form of liability to me by the Promotor. The aforementioned provisions shall also apply should there be any dispute (outstanding, current or imminent) with regards to any agreement or arrangement which I may have previously entered into with any person, firm or company in respect of my name, likeness, image or biography prior to my participation in the Cemza Campaign.

23. I hereby indemnify the Promotors, 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 Promotors or affiliated companies as a result of claims or charges made against the Promotors or affiliated companies / individuals, (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 the Promotors or affiliated companies/ individuals, or myself of its/his/her/my rights or the fulfilments or breach by myself of my obligations in terms of Cemza Campaign and such indemnity shall extend to the reasonable costs that may be incurred by the Promotors or affiliated companies / individuals in defending any action instituted against it.
24. I grant the Promotors an irrevocable performer's release and state that they or affiliated companies / individuals may photograph, film, record, edit, broadcast, re-broadcast, publish or communicate to the public my performance, including for promotional purposes, related to the Cemza Campaign without remuneration.
25. I agree that the Producers or affiliated companies / individuals may store and use my personal information for the purposes of marketing, communication and assessment.
26. The Promotors or affiliated companies / individuals may pass my data on to their partners. The information will be treated safely and securely and will not be transferred to any organization apart from the Promotors or affiliated companies / individuals.
27. I hereby waive any moral rights, which I may have in my performance in any media produced in connection with the Cemza Campaign as defined under the Copyright Act 1978, as amended.
28. Should the Promotors decide, in their sole discretion, not to proceed with the Cemza Campaign Odyssey, for any reason whatsoever, the Promotors may in their sole discretion elect to terminate my entry without compensation to me.
29. I understand that all decisions by the Promotor concerning selection of the contestants are final and no reasons will be given for their choices. I agree not to challenge or appeal against those decisions.

30. These terms and conditions are governed by South African law and the South African courts shall have sole and exclusive jurisdiction in respect of all matters (including disputes) arising here from. Should a party elect to institute proceedings in the High Court the parties consent to the jurisdiction of the Western Cape High Court of South Africa.
31. I shall be disqualified if I am an employee of the Producers or any of their parent, subsidiary and affiliated companies and/or of any of their agents related to production of the Cemza Campaign. If I am selected I shall not at any stage of the Cemza Campaign be an employee of the Promoters, their parent, subsidiary and affiliated companies and/or of any of their agents related to production of the Cemza Campaign and as such will not be entitled to any of the benefits available to the Promoters' their parent, subsidiary and affiliated companies employees.
32. The Promoters may disqualify me, without any compensation from the selection process and production of the Cemza Campaign, should I, at any stage of the selection process and should I win, during the Cemza Man Challenge supply untruthful, inaccurate or misleading personal details and information; or be found to be unfit, in the sole discretion of the Promoters as a result of having undergone a material alteration in my appearance at any stage prior to the production of the Cemza Campaign.
33. Should I breach any of the above terms and conditions the Promoters may disqualify me, at any stage of the selection process or the production of the Cemza Campaign, without any compensation.
34. I shall 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 Promoters, any information relating to their parent, subsidiary and affiliated companies, the Cemza Campaign, the application/selection process, my appearance in the Cemza Campaign, any of the production team, or any other entrants or Participants, nor any other information which may come to my attention relating to the Promoters, their parent, subsidiary and affiliated companies, or otherwise connected to the Cemza Campaign, save for such information which is already public knowledge. Should I be approached or contacted by the press/media, I must immediately refer them to the Promoters. Should I win the competition, I agree to sign a non-disclosure agreement. If I refuse / fail to do so, the Promoters have a right to cancel my participation in the Cemza Campaign and choose another winner.
35. confirm that I have read and I acknowledge and agree that I fully understand the terms and conditions for submitting my entry for the Cemza Campaign and fully accept that I am bound by the above terms and conditions .