



## Gospel Superstars Entry T's and C's

### TERMS & CONDITIONS OF ENTRY:

**1. I Agree That:**

- 1.1 I am 18 years or more on today's date.
- 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 **EMedia and Zero Gravity Television and Media (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 that violate the law of any jurisdiction, offend against public morals or embarrass the Producers in any way.
- 1.5 The Producers shall not be liable for any damage or loss arising out of my entry or participation in **Gospel Superstars (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 I consent to the use of any personal information supplied by me to the Producers for the purposes of establishing whether I am a suitable candidate and for selecting contestants for the production of the Programme.
- 1.7 I hereby assign irrevocably to the Producers the entire copyright and all other rights of whatsoever nature in and to my audition and contribution to the Programme, 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 the Producers accept. 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.

**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 I am not signed to any record label.
- 2.5 If I am short-listed as a possible contestant, I agree that 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.
- 2.6 If I am invited for an interview by the Producers 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.
- 2.7 If I am short-listed as a possible contestant, I agree that the Producers may conduct any/all criminal/credit background checks, as they deem necessary.
- 2.8 If I have children and am selected by the Producers as a contestant in the Programme and need to travel, I agree that my children will not be able to reside with me during the filming period of the Programme and the Producers will have no responsibility with regard to the welfare or accommodation of my children.
- 2.9 Even if I am selected as a contestant, the Producers have no obligation to produce the Programme, and even if the Programme is produced, there will be no obligation on the Producers or any broadcaster to broadcast it.



- 2.10 If I am selected as a contestant, I agree that I am able to travel **as an individual** to the filming locations at any point in time during production or for such other period as the Producers may designate.
- 2.11 I agree to make myself available for interviews, auditions, publicity, and any other event relating to the Programme and to do what is reasonably expected of me to assist the Producers with all the arrangements necessary for the Programme.
- 2.12 If I am selected as a contestant for the Programme, I will be required to enter into a formal written agreement with the Producers and/or any other relevant party, the terms and conditions of which will be necessary to protect the rights of the Producers 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 the Programme.
- 2.13 I hereby indemnify 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 the Producers as a result of claims or charges made against the 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 the Producers or myself of its/his/her/my rights or the fulfilments or breach by myself of my obligations in terms of the Programme and such indemnity shall extend to the reasonable costs that may be incurred by the Producers in defending any action instituted against it
- 2.14 I grant to the Producers an irrevocable performer's release and state that the Producers may photograph, film, record, edit, broadcast, re-broadcast, publish or communicate to the public my performance and image, including for promotional purposes, related to the Programme without remuneration.
- 2.15 I hereby waive any moral rights that I may have in my performance in the Programme as defined under the Copyright Act 1978, as amended.



2.16 Should the Producers decide, in their sole discretion, not to proceed with the Programme, for any reason whatsoever, the Producers may in their sole discretion elect to terminate this Entry Form without compensation to me.

### **3. When and Why Could I be disqualified?**

3.1 I shall be disqualified if I am an employee of the Producers or any of 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 the Producers and as such will not be entitled to any of the benefits available to the Producers' employees.

3.2 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 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, the Producers may disqualify me at any stage of the Programme, without compensation, as an entrant, contestant or Winner of the Programme.

3.4 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 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 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 Producers.

**Check box:** *I confirm that I have read and acknowledge that I understand the Terms and Conditions and accept that I am bound by the Competition Rules, Terms and Conditions. I 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 Producers for the purposes of the Programme.*

## ***PRIVACY POLICY***

### **1. Consent**

By entering this competition, a contestant consents to Zero Gravity and eMedia processing their personal information.

### **2. Usage of Personal Information**

A contestant's information is only used for the purpose which it is collected and agreed upon with the contestant. In this regard, it may include;

- Verifying and confirming all contestant details
- Updating said information
- Record keeping purposes
- Conducting research, such as marketing and satisfaction research
- Providing service and products to contestants to carry out any transactions
- For legal proceedings
- Providing communication with regard to the Company that may affect the contestants
- To ensure compliance with regards to regulatory and legal requirements or when it is allowed by law otherwise



### 3. **Information Quality**

All information collected by the Zero Gravity TV will be checked to ensure that the information is complete and accurate and not misleading in any way.

### 4. **Openness**

A contestant has the right to complain to the Information Regulator if they suspect that their data has been misused by the Zero Gravity TV & Media office.

### 5. **Contestant Participation**

All Contestants have the right to alter or withdraw any information at any time. The contestant also has the right to enquire from Zero Gravity TV what data about them is being held at point in time.