

MATRICES IN ANTARCTICA

Terms and Conditions

By completing and submitting my entry form, I give irrevocable consent to the use of any personal information supplied therein by **James B Productions Pty (Ltd)**, The “Producer(s)”, for the purposes of establishing whether I am a suitable candidate for participating in the competition entitled **Matrics in Antarctica**, which competition may be embodied in the production of television programme titled **Matrics in Antarctica**, or any other name chosen by the Production Company.

Entry Procedure:

1. Fill out the online entry form or a hardcopy entry form;
2. Once your entry has been submitted online, it will be evaluated and assessed.
3. The Producers will only contact you or their representatives for further details should your entry be shortlisted.
4. Should your entry be shortlisted by the Producers, in its sole discretion, more information may be requested from you.
5. Entries will close on 31 October 2020 at 23:59.
6. No late submissions will be accepted.

I acknowledge, confirm and/or agree that:

1. I am 18 (eighteen) years or more at the time of submitting my online entry form / Alternatively, I will be 18 (eighteen) years old by 15 January 2021 / Alternatively, I have the consent of my parent/s, legal guardian/s to enter the competition and travel to Antarctica during January 2021.
2. 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.
3. I will be required to travel and will upload a scan of my valid passport if requested by the Producers during the selection process.
4. If I do not have a passport, I will provide all necessary documentation, sign all necessary paperwork and attend the selected Home Affairs office in order to obtain a valid passport in time for travel.
5. If I am under the age of 18 (eighteen) years, I confirm that my parent/s and / or Legal guardian/s will cooperate in order to provide and sign all necessary documents in order for me to obtain a valid passport.
6. The Producers’ decision in relation to the selection 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.

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 project / programme, offend against public morals or embarrass the Producers and their parent, subsidiary and affiliated companies in any way.
 8. By submitting my online entry, I grant the Producers permission to use my image to promote me and/or the programme on any other platform of its choice. I agree further the Producers may use my name, image, likeness, any photograph, voice, sobriquet and signature in connection with my video/clip and/or the programme and use of any personal information supplied therein.
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7. I hereby assign irrevocably to the Producers the entire copyright and all other rights of whatsoever nature in and to any video, audition, participation and contribution to the *Matrics in Antarctica* project / 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 Project / Programme and/or any related publicity, research and marketing, which the Producers and any broadcasting platform accepts. 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.
 8. The Producers reserves the right to change the terms and conditions, to vary the rules of the entry and/or rules of participation in the project / programme and/or any aspect thereof, without notice at any time, for any reason which the Producers deems fit or necessary at its sole discretion.
 9. Should I become a contestant in *Matrics in Antarctica*, all publicity, digital and social media activity around my involvement in *Matrics in Antarctica* will be done by the Producers from the date of my entry until 6 (six) months after return from Antarctica or until 6 (six) months after the broadcast of the final episode of a Series, whichever date is later, should any be produced, unless otherwise indicated by the Producers.
 10. Should I become a contestant in *Matrics in Antarctica*, my participation in and to the project / programme shall include but not be limited to broadcast, publicity, promotion of the Project / Programme and other functions and events related to the Project / Programme, in any media format including internet, interactive, social media platforms e.g. Facebook, Twitter and Instagram, radio and television broadcasts.

I agree/warrant that:

1. I understand and accept the terms and conditions of my entry form.

2. If I am under the age of 18 (eighteen) years old, that my parent/s and/or Legal guardian, accepted the terms and conditions of my entry form.
3. I have the legal capacity to enter this competition and I am able to enter this competition. I have no conflicting legal obligations.
4. If I am short-listed as a possible contestant, I agree that the

Producers may conduct such background checks and request original passport documents that are necessary to confirm that all the information contained in the entry form, which I have supplied, are correct.

5. If the Producers 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.
6. If I have children and am selected by the Producers as a contestant in *Matrics in Antarctica* I agree that my children will not be able to reside with me at locations and the Producer, 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 production of the programme.
7. Even if I am selected as a contestant, the Producers, their parent, subsidiary and affiliated companies have no obligation to produce a television programme and even if *Matrics in Antarctica* is produced there will be no obligation on the Producers, their parent, subsidiary and affiliated companies to broadcast it.
8. If I am selected as a contestant, I agree that I am able to travel as an individual to Antarctica for a 3 (three) month period at any point between 1 January 2021 and 31 March 2021 (or for such other period as the Producers may designate).
9. I agree to make myself available for interviews, auditions, publicity, and any other event relating to *Matrics in Antarctica* and to do what is reasonably expected of me to assist the Producers with all the arrangements necessary for the production of the project / programme and the competition embodied therein.
10. If I am selected as a contestant for *Matrics in Antarctica*, I will be required to enter into a formal written agreement with the Producer and/or any other relevant party, the terms and conditions of which will be necessary to protect the rights of the Producers and such other entity involved in the project / production. Should I choose not to enter into such formal written agreement, I acknowledge and agree that I will be disqualified from participating in *Matrics in Antarctica*.
11. I acknowledge and confirm that I have no conflicting legal obligations, which may restrict or limit my participation or contribution in the Project / Programme. I confirm that I have not previously and will not

from the date of my selection to participate and contribute in the Project / Programme until 1 (one) year from the first transmission of the final episode of the Programme, or from return from Antarctica, whichever date is later, enter into any commercial, contractual, sponsorship or other agreement or arrangement with any person, firm or company other than the Producer, in respect of my name, likeness, image or biography and/or my participation in the project or production of television programmes and/or the Programme. Should I have entered into such agreement or arrangement prior to or during my participation in Project / Programme, I hereby undertake to notify the Producer immediately and the Producer 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 Programme (and competition therein) without compensation or any form of liability to me by the Producer. 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 Project / Programme.

12. 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 or affiliated companies as a result of claims or charges made against the Producers 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 Producers 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 *Matrics in Antarctica* project / programme and such indemnity shall extend to the reasonable costs that may be incurred by the Producers or affiliated companies / individuals in defending any action instituted against it.
13. I grant the Producers 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 *Matrics in Antarctica* without remuneration.
14. I agree that the Producers or affiliated companies / individuals may store and use my personal information for the purposes of marketing, communication and assessment.
15. The Producers 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 Producers or affiliated companies / individuals.

16. I hereby waive any moral rights, which I may have in my participation / performance in *Matrics in Antarctica* as defined under the Copyright Act 1978, as amended.
17. Should the Producers decide, in their sole discretion, not to proceed with *Matrics in Antarctica*, for any reason whatsoever, the Producers may in their sole discretion elect to terminate this Entry Form without compensation to me.
18. I understand that all decisions by the Producer 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.
19. 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.
20. 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 Project / Programme. If I am selected I shall not at any stage of the Project / Programme be an employee of the Producers, their parent, subsidiary and affiliated companies and/or of any of their agents related to production of the Project / Programme and as such will not be entitled to any of the benefits available to the Producers' their parent, subsidiary and affiliated companies employees.
21. The Producers may disqualify me, without any compensation from the selection process and production of the programme, should I, at any stage of the selection process and production of the programme, supply untruthful, inaccurate or misleading personal details and information; 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 Project /Programme.
22. Should I breach any of the above terms and conditions the Producers may disqualify me, at any stage of the selection process or the production of the Programme, without any compensation.]
23. 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 Producers, any information relating to their parent, subsidiary and affiliated companies, 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, their parent, subsidiary and affiliated companies, or otherwise connected to the Programme, 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 Producers.

I confirm that I have read and I acknowledge and agree that I fully understand the terms and conditions for submitting my entry for Matrics in Antarctica and fully accept that I am bound by the above terms and conditions .