

# BATTLE OF

# THE BANDS

## TERMS AND CONDITIONS

The Promotion, is subject to these Terms and Conditions ("T's & C's"), as may be amended from time to time.

### 1. PROMOTER

1.1 Excellerate Brand Management (Pty) Ltd ("EBM") and Midlands Mall, the landlord being Liberty Group Limited (Registration No.: 1957/002788/06), 2 Degrees Properties Proprietary Limited (Registration No: 2017/665219/07) and managed by EVOMUSIC (Registration No.: 2020/364866/07) are the Promoters of this Promotion (collectively referred to as "the Promoters").

1.2 The Promoters will make final and binding decisions in respect of all matters relating to the Promotion, including any disputes relating to the Promotion and shall not be obliged to provide reason for any decisions so taken.

1.3 The Promoters reserve the right to amend, modify and/or change the T's and C's at any time and will make the amended T's and C's available as set out in 4.1 below.

### 2. PROMOTION RULES

2.1 The Promotion is open to all residents and citizens of South African ("Participant(s)") who are in possession of a valid identity document or valid passport. A minor who participates in the Promotion undertakes that he/she does so with his/her parent's/legal guardian's consent.

2.2 The Promotion runs from 04/09/2020 to 20/09/2020 ("Promotion Period"). The Promoters reserve the right to amend, modify, change, postpone, suspend or cancel the promotional offering as described in 2.4 below) or any aspect thereof, at any time and for whatsoever reason without further notice.

2.3 Any participation by a Participant is subject to these T's and C's and by participating in this Promotion, all Participants agree to be bound by them.

2.4 To be eligible to benefit from the Promotion, that is, ("The Liberty Midlands Mall Battle of the Bands") a Participant will be required to comply with the following Terms and Conditions:

2.4.1 The participant warrants and represents that he or she is the sole legal owner of all right, title, and interest in all Artwork, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all Artwork, and has the full right an authority to enter this agreement and grant the rights granted in this agreement. I/we consent to The Promoters to take photographs and/or video footage of the artists/event as well as provide irrevocable licence to publishing, at its discretion, their entry, including the name and age of entrant/s; and any photographs and/or video footage of the entrant/s for the purpose of the Liberty Midlands Mall Battle of the Bands Competition. The participant also warrants and represents that the display of the Artwork and Music in the directory does not and will not infringe or violate the rights of any other party, including copyright interests. The artist shall indemnify, defend and hold the Promoters and Organisers harmless and exempt from any losses, claims, damages, awards, penalties, or injuries occurred, including reasonable legal fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of Artwork and Music.

2.4.1 The participant, Members or Parent or Guardian if participant is 17 years of age or under, also grants The Liberty Midlands Mall the right to use the performers name, voice, image and biographical material.

2.5 A Participant will only be eligible to receive promotional material for the duration of the promotion, if participant has made it through the selection process.

### 3. PUBLICITY AND DATA PRIVACY:

3.1 By participating, a Participant acknowledges and gives express consent on entry that personal information, including without limitation, name, age, address (including postcode), telephone number and/or email address ("Personal Data") will be used in connection with the Competition and will be shared with the Promoters and their agents to the extent necessary to conduct the Promotion.

3.2 All Personal Data relating to the Participants will be used solely in accordance with the Consumer Protection Act 68 of 2008, the data protection legislation, and will not be disclosed to any third party, except for the purpose of the Competition where applicable unless the Participants gave their express consent to this on entry.

### 4. GENERAL:

4.1 For the duration of the Promotion Period, a copy of these T's and C's can, at no cost:

4.1.1 Be found on the following website [www.midlandsmall.co.za](http://www.midlandsmall.co.za) ; or

4.1.2 Be obtained from EVOMUSIC management during week day office hours from 8 am to 5 pm

4.2 The Participants may be requested to be photographed for promotional purposes. Images may be published on Liberty Midlands Mall and EVOMUSIC Facebook page and website page as well as community newspapers and shopping centre retail industry publications. No fees will be payable in this regard. Participants will be given the opportunity to decline the publication of their images.

4.3 The Promoters do not make any representations or give any warranties, whether express or implicit, that the Participant's participation in this Promotion will necessarily result in the Participant receiving a benefit in terms of the Promotion.

4.4 To the extent permissible in law, the Promoters are not responsible and cannot be held liable for any accident, injury, harm, death, loss or damages of whatsoever nature, howsoever arising, as a result of the Participant's participation in the Promotion.

4.5 To the fullest extent permitted in law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoters, their associated, holding and subsidiary companies, and its directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all claims or liability arising from their participation in the Promotion, any Promotion-related activity and/or acceptance, receipt, possession or use/misuse of any benefit.

4.6 Participants are obliged to comply with all applicable laws, including those laws protecting the intellectual property rights of other parties.

4.7 These T's and C's will be construed, interpreted and enforced in terms of South African law.

4.8 Any questions, comments or complaints regarding the Promotion can be directed to the Promoters at 060 571 6447.

Solo Artist

Band

I, The Participant, Members legal representative and Parent or Guardian (if participant is 17 years of age or under), agree to the above terms and conditions.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_