

## **WEN 'N DATE - COMPETITION TERMS AND CONDITIONS**

### **1. Promotion Details**

By entering this opportunity you agree that you have read and understood these Terms and Conditions and agree that you will be bound by them. These Terms and Conditions govern your relationship with Sony Music Entertainment Africa (Pty) Ltd, whose address is 1<sup>st</sup> Floor, 6 Parks Boulevard, Oxford Parks, Dunkeld, 2196 ("Sony") and is no way sponsored, endorsed, administered or associated with TikTok, Facebook and/or Instagram. These Terms and Conditions and the terms and conditions of TikTok, Facebook and/or Instagram and all other information provided prior to entering this opportunity (the "Opportunity") form part of the rules of entering this Opportunity (the "Rules"). By entering the Opportunity you agree that you have read, agree to and are bound by the Rules.

### **2. Participation**

2.1 The Opportunity will run from 12:01:00 AM GMT on Monday 01 August 2022 (the "Starting Date") and the "Closing Time" will be 11:59:00 AM GMT on Sunday 21 August 2022 (the "Closing Date") (collectively the "Opportunity Period"). For the avoidance of doubt, no Entries (as defined in clause 2.2 below) will be counted before or beyond the Opportunity Period.

2.2 To participate in the Opportunity, you will be required, within the Opportunity Period, to create the best TikTok dance o TikTok, using the track "Insomnia" by Brendan Peyper and using the hashtag "#Insomniawen". Your entry will be subject to the following conditions:

- Your Entry *may not* contain profanity or images in poor taste;
- Your Entry *may not* contain text images;
- Your Entry *may not* contain third party IP (i.e. no brand images, cartoons, logos, music controlled by third parties etc.); and

2.3 Entry is open to residents throughout South Africa only, with the "Date" taking place in Pretoria. If you are under 18 years old, you must ask the permission of a parent or guardian before entering this Prize Draw and sending the Entry.

2.4 Sony (and its licensees, affiliates and assigns) reserves the right to cancel the Opportunity or amend these Terms and Conditions without notice in the event of circumstances outside its control.

2.5 Employees and their immediate families of Sony, companies within Sony Music Entertainment group of companies and any of their subsidiaries and the Organisation and/or any other agencies associated with this Opportunity are ineligible to enter. Any such entries will be invalid.

2.6 You may submit one (1) Entry to this Opportunity and any duplicates will be deleted and you may be disqualified from this Opportunity.

2.7 Your standard telephone, internet, network and data charges will apply (there is no additional charge to enter this Opportunity) and you must have the bill payer's permission prior to entering the Opportunity.

### **3. Submitted Material**

3.1 By entering the Opportunity you warrant and represent that your Entry does not and shall not contain any material that, in Sony's sole discretion (including but not limited to): (i) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, misleading, scandalous, offensive, violent, unlawful, defamatory, libellous, fraudulent, tortuous or threatening; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal or civil liability, or could violate any law, or that could otherwise be considered inappropriate; (v) constitute a virus or computer code, file or program of any kind that is harmful or invasive or may, or is intended to damage or hijack the operation of, or to monitor the use of, Sony or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any non-public information about a company.

3.2 You acknowledge that each Entry provided to Sony may be protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws. You must not upload, display, send, transmit or otherwise make available any Entry in which you do not have all appropriate rights to do so. Unauthorized use of any kind by you may constitute an infringement of the copyright holders' rights and may result in civil litigation and criminal prosecution. You are solely responsible for the content of any material posted, and any consequences of the further publication of such by Sony. You warrant and represent that you are the owner and originator of the content in the Entry. Sony shall have no liability whatsoever and howsoever arising from your Entry or your material submitted. You waive any right to privacy and any right including "moral right" to inspect or approve uses, information provided or to be compensated for any such uses.

3.3 By entering the Opportunity, you hereby grant to Sony (and its licensees, affiliates and assigns) and the Organisation; a non-exclusive worldwide, royalty-free, perpetual and irrevocable licence without further payment to use, edit, copy, transmit, display, exploit, manipulate, distribute, reproduce, make, sell or offer to sell; exercise all copyright, trademark, publicity and other proprietary rights (and to sub-licence such rights) to your Entry, your likeness, your name, any photographs and/or video footage of you taken in relation to this Opportunity, and any information you provided or any part thereof, in any and all media (by any and all means now known or developed in the future), including without limitation, use on commercial audio or video products and all forms of marketing and publicity materials, merchandise, promotion and packaging materials.

3.4 For the avoidance of doubt you understand that on a non-exclusive basis your Entry, your likeness, your name, any photographs and/or video footage of you taken in relation this Opportunity, and any information you provide may be used in services and products of the Artist and/or members therefrom, including without limitation videos, radio, publicity, advertising, social media websites, websites and/or on forthcoming Artist releases.

#### **4. The Opportunity**

- 4.1 1 (One) Entry may be selected randomly by Sony (at Sony's sole discretion) (the "Selected Entry"), and the Selected Entry will receive a date with Brendan Peyper, which will include lunch at Kauai (Hazeldean Virgin Active) and a game drive on the farm, Fam Inn Silverlakes - Pretoria. The cost of all transportation to and from the venue (inclusive of flights, if applicable) and accommodation, will be for the Selected Entry's sole account. Sony's decision in this regard will be final and no further correspondence will be entered into.
- 4.2 The Selected Entry will officially be announced on TikTok and the said social media platforms, or such other Platform as Sony deems fit, on 22 August 2022. Should the successful entrant be unreachable within a period of 30 (thirty) days from the abovementioned date, such entrant will forfeit the prize and another entry will be selected.
- 4.3 Sony (and its licensees, affiliates and assigns) accepts no responsibility for entries lost, damaged or delayed, or for any difficulty experienced in accessing or submitting your Entry. Late, damaged, defaced, illegible, incomplete or suspected fraudulent entries will not be accepted. Proof of dispatch of the Entry will not be accepted as proof of receipt by Sony.
- 4.4 Details of the Selected Entries (if applicable) will be available on request to all participants who send a stamped addressed envelope to Sony at the address above.

#### **5. General Terms**

- 5.1 Sony reserves the right to verify the eligibility of your Entry. Sony may request that you contact Sony to confirm that you are responsible for a Selected Entry and/or to provide proof of identity, age and residency, and that you are the authorized holder of the email or social media account associated with the Selected Entry. In the event of a dispute as to the identity of an Entry, any Entry will be deemed to have been submitted by the authorised holder of the email address or social media account associated with the relevant entry.
- 5.2 Entries that are incorrect or incomplete will be void. No refund will be made for the cost of any Entry. Sony may refuse to award the Opportunity, or withdraw the Opportunity, in the event of your fraud, dishonesty or non-entitlement under the Rules.
- 5.3 You may be required, as a condition of the Opportunity, for no remuneration, to participate in promotional and publicity materials at the reasonable request of Sony and it shall be a condition of the Opportunity that you must consent and agree to do so.
- 5.4 In the event of any fault, mistake, misunderstanding or dispute concerning the operation of any part of the Opportunity, the decision of Sony shall be final.

- 5.5 Sony (and its licensees, affiliates and assigns) is not responsible for internet, network, telephone line or communication failures of any kind or for entries that are incomplete, corrupted, incomprehensible or not received before the Closing Date and Closing Time. Such entries will be void.
- 5.6 Sony assumes no responsibility for damages, losses and/or injuries that may result from your Entry in this Opportunity and/or your acceptance of the Opportunity and/or your participation in the Opportunity, provided that nothing in the Rules shall exclude or limit Sony's liability for death or personal injury caused by their staff or supplier's negligence or for fraud.
- 5.7 Sony (and their respective licensees, affiliates and assigns) make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any participation in connection with this Opportunity. Sony (and its licensees, affiliates and assigns) are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Opportunity and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to Opportunity.
- 5.8 You hereby agree to release and hold harmless Sony, its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies and its respective employees, officers, directors, agents, representatives, shareholders and Opportunity' partners, including the Organisation, (collectively, the "Releasees") from any claims, actions, injury, loss or damages of any kind, including but not limited to, any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Opportunity, personal injury or death (except for liability for death, personal injury and damage or loss caused by negligence by Sony, which is not excluded) resulting from participating in this Opportunity or from the acceptance, possession, or use or misuse of any Opportunity awarded or participation in any Opportunity-related activity.
- 5.9 Should one or more provision of these Terms and Conditions and Rules be unlawful, void, or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions and the remainder of the Terms and Conditions and Rules will thus remain in full force and effect.

## **6. Privacy and Data Collection**

- 6.1 You agree to keep confidential any knowledge about the Artist and Sony and any of their business and/or personnel received by you as a result of your participation in this Opportunity (including without limitation not 'Tweeting' or 'Facebooking' private details).
- 6.2 Unless you tell us otherwise and subject to clause 3.4 above, your details will not be shared with selected third parties for marketing save that your Entry and details will be

shared solely for the purposes of fulfilling the Opportunity. If your Entry is selected for the Opportunity your details will be added to Sony's mailing list and used in accordance with Sony's published privacy policy from time to time, which you should read in advance at [http://files.smweb.host/za/pcp\\_sa.pdf](http://files.smweb.host/za/pcp_sa.pdf) . You can remove your name from the mailing list at any time by sending an email to [musicinfo@sonymusic.com](mailto:musicinfo@sonymusic.com) and putting "unsubscribe" in the title of the email.

- 6.3 For the avoidance of doubt Sony will be the data controller and the data processor of the personal data collected from you and/or third parties in order to enter you into the Opportunity and to include you on its mailing list (if applicable pursuant to clause 6.2 above).
- 6.4 By submitting your Entry to this Opportunity, you expressly permit Sony (and its licensees, affiliates and assigns) to identify you as the contributor of such Entry and the content of such Entry to the Opportunity in any publication in any form, media or technology now known or later developed, unless you otherwise notify Sony in writing at the time you submit your Entry written notification can be sent to "Wen 'n Date", Sony Music Entertainment Africa (Pty) Ltd, 1st Floor, 6 Parks Boulevard, Oxford Parks, Dunkeld, 2196.

## **7. Jurisdiction**

- 7.1 The Rules and this Opportunity are governed by the laws of the Republic of South Africa and any dispute will be subject to the exclusive jurisdiction of the Courts of South Africa. By entering this competition, you expressly consent to the exclusive jurisdiction of the South Gauteng High Court or Magistrate's court, as the case may be.