

“CC Presents Baywatch Movie”

COMPETITION RULES AND REGULATIONS

1. The “Comedy Central #CCBaywatchMovie” competition (the “**Competition**”) will run from Thursday 4th May 2017 at 09:30 CAT until Wednesday 31st May 13:00 CAT.
2. The promoter of the Competition is MTV Networks Africa (Pty) Ltd of 1 Saxon Road, Hyde Park, Johannesburg, 2196, Tel: +27 11 4282903 (the “**Promoter**”).
3. One lucky entrant stands the chance to win a grand prize trip for two to Malibu, California while there are also 20 double tickets to the pre-premiere screening of the Baywatch movie up for grabs (collectively the “**Prizes**”)
4. There will be one Baywatch Movie themed challenge each week, and to enter the Competition, entrants must on:
 - Facebook – Upload a video, image, GIF or meme (the “Entry Content”) that pertains to that week’s challenge on Comedy Central’s Facebook page and hashtag #CCBaywatchMovie.
 - Twitter – Upload a video, image, GIF or meme (the “Entry Content”) that pertains to that week’s challenge on their page and tag @ComedyCentralAF and hashtag #CCBaywatchMovie.
 - Instagram – Upload a video, image, or meme (the “Entry Content”) that pertains to that week’s challenge on their page and tag @ComedyCentralAF and hashtag #CCBaywatchMovie.

The weekly challenges* are as follows:

- **Challenge 1: THE SLO-MO RUN**

RULES FOR ENTRY

- You must run Baywatch Style
- You must hold something and use the hashtag when you post
- You must be in slow motion... obvs

- **Challenge 2: THE SWIMSUIT FLEX**

RULES FOR ENTRY

- You **MUST** be in a swimsuit but you **DON’T** have to be on a beach”
- “Hit a pose that will slay”
- “Shades are optional but using #CCBaywatchMovie is not”

- **Challenge 3: THE CHEESY ONE LINER**

RULES FOR ENTRY

- “Be cheesy, but funny and use #CCBaywatchMovie”
- “Check out the Baywatch trailers or Comedy Central Africa on social media for inspiration”
- “Enter in the format that is your kind of cheese – meme, GIF, whatever!”

- **Challenge 4: THE RESCUE**

- RULES FOR ENTRY**

- “Grab your bae, or whoever is closest – you can do it!”
 - “Rescue face... wear it!”
 - “Don’t be afraid to be OTT and use #CCBayWatchMovie!”

*the format of the weekly challenges are subject to change at the Promoter’s discretion. To increase their chances of winning, entrants may participate in as many of the weekly challenges as possible.

5. Entrants are precluded from using any third party material in any Entry Content which they do not have the permission to use. This includes any music, existing footage, photos etc. The Promoter reserves the right to disqualify any entry, without notification, if, in the Promoter’s sole discretion, such entry includes any third party material. All entrants will be solely responsible for obtaining all relevant permissions, consents and releases from any individuals whose image may be identifiable in or from any entry. The entrant hereby agrees to fully indemnify the Promoter, its affiliates and any other party who may be liable (whether such liability is alleged or confirmed) as a result of any claim received on the basis of any entry.
6. By submitting the Entry Content in accordance with term 4, all entrants hereby:
 - (a) assign to the Promoter all rights and title in and to the Entry Content; and
 - (b) grant to Promoter and its respective parents, subsidiaries and affiliated companies a perpetual, worldwide, royalty-free, irrevocable, non-exclusive licence to use, reproduce, copy, adapt, transmit, broadcast, publish or delete any information or other material including without limitation, the entrant’s name, entry, Entry Content, photograph, likeness, biographical information, voice, text, images, designs, audio and/or video clips submitted in entering or any statement made by them concerning the Initiative (“**Submissions**”) by any means and in any and all media as they, in their discretion, see fit. For the avoidance of doubt (but without limitation) this will include each entrant’s name, location, and Entry Content being broadcast on-air and posted across Promoter’s social media platforms, as well as those of its affiliates and/or authorized licensees,

and entrants hereby warrant and undertake that they have all rights necessary to make such assignments and grant such rights as set out in this clause 6. To any extent necessary, all entrants agree that they will at Promoter’s request, do and execute all further acts, deeds, documents and instruments as Promoter may from time to time require for the purposes of giving effect to the assignment of rights contained in this clause 6.

7. Each entrant acknowledges and agrees that all materials (including, without limitation, photographs, images, stills, films, recordings, text, data, designs, documents, graphics, artwork, scripts and costumes) created by them as part of or in connection with the Competition and all other physical materials created by them in connection with such materials (together, **“Competition Materials”**) and all rights subsisting therein shall be solely owned by Promoter. Each entrant hereby irrevocably and unconditionally assigns to Promoter with full title guarantee (including by way of present assignment of present and future rights) all right and title in and to the Competition Materials throughout the world. Once the Entry Content has been submitted, Entrants shall not use, sell, license, publish or otherwise exploit any Competition Materials (including, without limitation, by posting any Competition Materials on social media platforms) without the prior written consent of Promoter. To any extent necessary, each entrant agrees that they will at Promoter’s request, do and execute all further acts, deeds, documents and instruments as Promoter may from time to time require for the purposes of giving effect to the assignment of rights contained in this clause 7.
8. As possible under applicable law, all entrants hereby irrevocably and unconditionally waive in favour of Promoter, Promoter’s affiliates and their licensees, assigns and successors in title, all moral rights or similar rights in any (a) Submissions; (b) Entry Content and (c) any materials referred to in term 23 below to which he or she is, or may at any time in the future be, entitled.
9. Each entrant hereby grants Promoter the exclusive right to film, tape, sound record and photograph them at, and in connection with, the fulfilment of any Competition Prize, including the Grand Prize and Promoter shall own all right and title in and to all such films, tapes, recordings and photographs. Promoter shall have the right to use and authorise others to use the entrant’s name, likeness and any biographical facts which may have been provided by the entrant to Promoter in any and all media.
10. Entrants acknowledge and agree that they may be required to be used in publicity without further consent or payment if they are selected for a Prize.
11. All entrants hereby undertake that nothing in the Entry Content:
 - a) is defamatory;
 - b) is sexually explicit or suggestive, contains nudity or any dangerous activity or is profane, pornographic or violent;
 - c) is derogatory of any ethnic, racial, gender, religious, professional or age group or endorses any form of hate or hate group;
 - d) promotes any particular political agenda or message;

- e) has been copied from, infringes or breaches the rights (including, without limitation, any intellectual property rights) of any third party and all Entry Content is the original work of the entrant;
 - f) reveals any personal information, including but not limited to license plate numbers, personal names, email addresses or street addresses; or
 - g) is otherwise offensive or illegal.
6. Decisions as to whether Entry Content breaches or infringes these Terms in any way shall be made at the sole discretion of the Promoter. Entry Content that does not comply in all material respects with the Terms shall not be considered. Promoter's decision is final and no correspondence will be entered into on this point.
7. At the end of each week during the Competition, the Promoter will choose the 5 best entries, and each of the 5 weekly winners (20 winners in total) will win 2 x tickets to the Baywatch Movie Pre-Premiere screening at 'The Zone' in Rosebank Ster-Kinekor on the 1st of June 2017. Weekly ticket prizes are available for Johannesburg residents only, and winners must be able to get themselves to and from the venue – no transport will be provided.
8. At the end of the Competition, the Promoter will select 1 winner will be from all qualifying entries received who will win the grand prize of a trip for two to Miami, California (the "**Grand Prize**"). The winner will be called and emailed directly from Wednesday 31 May.
9. To qualify for the Grand Prize, entrants must be over the age of 18 and resident in South Africa. The Winner and their companion must hold a valid passport and have the right to travel to and enter the USA (including but not limited to complying with all requirements necessary for obtaining a visa to enter into the USA)
10. **Grand Prize Description:**
- The Grand Prize consists of one (1) round-trip trip for two (2) persons aged eighteen (18) or over to Los Angeles, USA as follows:
- a) Dates of travel must occur between 1st June 2017 and 1st June 2018. All arrangements must be made via Promoter's designated fulfilment partner, Octopi Promotions Limited ("Octopi"), and bookings made independently will not be refunded. Winners must give 3 months' notice of desired dates of travel, which are subject to availability. Blackout dates (when travel cannot be taken) are the months of July 2017 and August 2017 and 15th December 2017- 10th January 2018 and 10th – 24th April 2018.
 - b) Flights:
 - i. Economy return flights for two adults from the Johannesburg to Los Angeles, USA.

ii. Flights may be indirect and no stopovers or extensions to the trip are permitted.

iii. Winner and guest must travel at the same time.

iv. Winner and guest must organise their own visas for this trip and any visa or passport charges are their responsibility. The Promoter and Octopi cannot be held responsible for the prize winner being unable to participate in the prize due to visa restrictions.

c) Accommodation:

i. 3 nights in a high special Malibu pool house, including breakfast.

ii. 1 night at a hip 4.5* hotel with famous pool in double room accommodation in Hollywood, including breakfast.

iii. Hotel accommodations do not include incidentals, gratuities, telephone calls, or any other personal expenses incurred during the trip, which will be the responsibility of the winner.

iv. The Winner must possess a credit card in order to check in.

d) Other inclusions:

The prize package also includes the following (for winner and their (1) companion):

- i. 5 days convertible car hire, including satellite navigation and \$100 petrol money;
- ii. A two hour Baywatch inspired photoshoot on Malibu Beach and a choice of another LA highlight or downtown LA location;
- iii. Entry to a guest only exclusive Hollywood pool party (an alternative experience of equal value will be provided to winners or their guests who are under the age of 21, or if there is not a pool party taking place during the winners chosen travel dates);
- iv. Lunch to the value of \$150 USD at a Malibu Beach hotspot;
- v. 1 hour of jet ski rental; and
- vi. Activity transfers

e) Travel Insurance:

Travel insurance will be supplied to the Winner and their companion before departure with no pre-existing medical conditions. Travel insurance is subject to restrictions and the terms and conditions of the insurance provider. It is the responsibility of the Winner and/or their companion to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and/or for any additional costs as may be specified where the Winner and/or their companion are aged 65 and over.

- f) Exclusions from Grand Prize:
- Visas for USA - If selected winner does not have a US VISA, they will be given an opportunity to apply for one at their own cost within a set date. If they cannot do so, the Promoter reserves the right to select another winner;
 - Anything not specified in these terms and conditions as being included in the Grand Prize package is excluded. In particular (but without limitation), the Grand Prize does not include: expenses, spending monies, meals other than as stated and transfer costs other than those stated.
- g) Other conditions:
- i. No cash alternative is offered and the Grand Prize package is non-transferable and non-refundable. The Winner cannot change, vary, substitute or extend any element of the prize (in whole or in part).
 - ii. Winner travel arrangements must be made a minimum of 90 days prior to winner travel and are subject to availability.
 - iii. If winner is unable to fulfil prize during the stated time period, winner forfeits the Grand Prize package with no compensation or further liability of the Promoter. Cash will not be awarded in lieu of the Grand Prize.
 - iv. Once signed booking forms are received, no changes are permitted.
 - v. Winner and guest are responsible for any necessary vaccinations and must check with their GP before travelling that their vaccinations are up to date.
 - vi. All Grand Prize elements are subject to availability.
 - vii. Prize provider and Promoter reserve the right to provide a similar product to the same or greater value as original prize subject to any applicable laws or written directions made under applicable law. Octopi handles the complete fulfilment of the Grand Prize holiday including all travel arrangements on the winners' behalf.
11. The Promoter's decision on any matter concerning the Competition and/or arising out of these terms and conditions is final and binding, and no correspondence will be entered into.
12. The Promoter and its affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a Prize or any changes to Prizes that may be made at any time. Prizes are not transferrable and cannot be sold, deferred or exchanged for cash.
13. If a winner declines the prize, cannot be contacted timeously, or is disqualified for any reason, further entries will be drawn and this will continue until Prizes are awarded and accepted.
14. Names of all winners may be obtained by writing to bontle.ndlovu@vimnmix.com.

15. Employees of the Promoter, its parent, subsidiaries, affiliates, associated and group companies and any other company involved in this competition, their families and agents, are not eligible to participate in this Competition.
16. By entering this Competition, entrants agree that they will be bound by these rules as well as the Promoter's General Competition Rules and Privacy Policy which can be found on the www.comedycentralafrica.com.
17. These rules shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Courts of South Africa (Gauteng Provincial Division, Pretoria / Gauteng Local Division, Johannesburg), in respect of all matters arising out of or in connection with the Competition or these.
18. If any provision of these rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these rules and shall not affect the validity or enforceability of any remaining provisions.
19. It is not intended that any provision of these rules contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these rules must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.