

MTN Joyous Celebration Online Auditions Competition Terms and Conditions

NOTE:

A. The following Terms and Conditions contain assumptions of risk and/or liability by Customers and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks Proprietary Limited (“MTN”) (the “Promoters”) will have towards Customers and other persons.

B. These Terms and Conditions also limit and exclude Customers rights and remedies against the Promoters and place various risks, liabilities, obligations and legal responsibilities on the Customer.

C. These Terms and Conditions may result in Customers being responsible for paying additional costs and amounts and the Promoters may also have claims and other rights against the Customer.

D. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (“the CPA”), no provision of these Terms and Conditions is intended to contravene the applicable provisions of the CPA. Therefore, all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.

E. The Customer must read these Terms and Conditions. Utilization of the services will constitute as an agreement to comply with these Terms and Conditions.

F. Please pay special attention to all the clauses. These Terms and Conditions are subject to and must be read together with your Subscriber Contract Terms and Conditions, Post-paid Price Plan Terms and Conditions, Prepaid Price Plan Terms and Conditions; and Product/Service Terms and Conditions

1. INTRODUCTION

- 1.1. It is the second year of the COVID 19 pandemic, and the accompanying lockdown and Joyous Celebration has not been able to do auditions as per norm. MTN Joyous Celebration will now be connecting fans to their passion by holding digital auditions.
- 1.2. The competition has three components: (1) main competition to win the main prize/s and become a MTN Joyous Celebration member, voted on by members of the public (“Voters”) and the Joyous Celebration Foundation; (2) a competition to win smaller prize/s for social media interaction, and (3) a competition to win smaller prize/s for subscribing to MTN Joyous Celebration CallerTunez (the “**Competition**”).
- 1.3. The Competition will commence at 00h00 on 31 October 2021 and end at 23h59

on 17 April 2022 (the “**Competition Period**”).

- 1.4. These Competition terms and conditions (“T&Cs”) apply to your participation in the MTN Joyous Celebration Share Your Light campaign, either as a Contestant or as a Voter. By clicking “agree” and/or submitting your entry/voting in the Competition you agree to be bound by these T&Cs. If you do not agree to these T&Cs you may not participate or vote in the Competition.

2. MAIN CAMPAIGN

- 2.1 Contestants can enter the competition as follows:
 - 2.1.1 Download ayoba the all-in-one app that offers free instant messaging, voice and video calling, games, music, news, entertainment news, and other content ; and
 - 2.1.2 subscribe to the MTN Joyous Celebration channel & find out how you could become the newest choir member.

3. ELIGIBILITY AND ENTRY

- 3.1 Contestants and Voters (“Participants”) may only participate in the Competition if they are eligible.
- 3.2 You are only eligible to participate in the Competition as a Contestant and Voter if –
 - 3.2.1 you are not: (a) an employee or director of the Promoter; (b) the Promoter’s prize sponsors; or (c) advertising agencies, PR companies, sponsors, partners, immediate family members, agent, consultant or household members of (a) or (b).
 - 3.2.2 you are a South African permanent resident or citizen with a valid 13-digit South African identity document.
 - 3.2.3 you are 18 years of age or above or if you are under the age of 18 (a minor) but are duly represented by a parent or legal guardian, and the parent or legal guardian hereby represents and warrants that he/she has the right, power and authority to consent to these T&Cs on your behalf (the minor) and him/herself.
- 3.3 Contestants must comply with the rules (see ‘Requirements for your unique song’ below) as set out in clause 5.
- 3.4 Contestants submit all the required details, as set out in clause 5.
- 3.5 The Competition is open to all persons excluding persons in clause 3.2.1.
- 3.6 Participants shall not disclose to any third party (including competitors of the Promoter) any information relating to the Competition or the affairs of the Promoter which may come to its knowledge during or in connection with its participation in the Competition.
- 3.7 By entering the Competition, you confirm that you are eligible to do so and are

eligible to claim any prize that you may win. The Promoter may require you to provide proof that you are eligible to enter the Competition. Participants, who are not eligible, but who participate in the Competition are automatically disqualified.

3.8 By participating in the Competition (as a contestant or voter) you agree to be bound by these T&Cs and any other reasonable instructions notified to you in writing by the Promoter from time to time.

3.9 These T&Cs will be interpreted by the Promoter, in its sole discretion, and its decision regarding any dispute will be conclusive, final and binding.

4 PROCESS FOR CONTESTANTS

4.1 In order to participate in the Competition, you must submit a video recording of your rendition of an MTN Joyous Celebration track from the Exclusive Album before the submission date on www.mtnjoyouscelebration.co.za (the 'Service').

4.2 Maximum song length is 2 minutes (120 seconds).

4.3 Contestants may only submit up to two songs.

4.4 Contestants may only enter as an individual, group entries will not be eligible.

4.5 Contestants and/or songs that do not comply with these rules are automatically disqualified from the competition OR may at the Promoter's absolute discretion, result in disqualification from the competition.

5 NOTIFICATION TO WINNERS

5.1 By entering this Competition, you agree to be contacted by MTN via telephone, [social media] or e-mail for the purposes of the Competition by MTN's appointed agency, EXP

5.2 Votes for the best audition entries will be counted from all entries which are submitted in accordance with these T&Cs and Voter prizes will be drawn by the Promoter through an accredited auditing company appointed by the Promoter.

6 TIMELINES

6.1 Top 25 Announcement – 17th February 2022.

6.2 Top 10 Announcement – 22nd March 2022.

6.3 Main winner announcement – 17 April 2022.

7 PRIZES

7.1 The Competition prizes are as follows:

7.1.1 The winner of the main prize will become the next MTN Joyous Celebration member.

7.1.2 Top 10 shortlisted candidates stand a chance to win a Y'ello dream to the value of R10 000.

7.1.3 Y'ello Dream following categories:

7.1.3.1 Home Connectivity;

7.1.3.2 Home Improvements;

7.1.3.3 Education;

7.1.3.4 Debt; and

7.1.3.5 Community Upliftment (herein referred to as the "**Prize/s**").

8 SECONDARY CAMPAIGN

8.1 Dial *123*10# to download your favourite MTN Joyous Celebration CallerTunez and stand a chance to win. The more you download, the more chances you stand to win.

8.2 Subscribe to JoyousTV for the latest content on your favourite Gospel ensemble.

9 HOW WILL THE CUSTOMER QUALIFY FOR THIS OFFERING?

9.1 Qualifying participants must register on www.mtnjoyouscelebration.co.za (the "**Service**").

9.2 The qualifying Participant must upload their audition using the Service.

9.3 New subscribers to the Service are eligible.

9.4 The winner will be selected following a Top 25 and Top 10 selection criteria after successfully registering and uploading their audition to the Service during the Competition Period.

10 SECONDARY PRIZES

10.1 VIP Experience to the 25th Anniversary show on 18 December 2021;

10.2 Virtual tickets to the upcoming shows;

10.3 2G Data to watch the show worth R189 ; and

10.4 Grocery vouchers.

11 HOW WILL THE CUSTOMER QUALIFY FOR THIS OFFERING?

11.1 MTN Customers who Download their favourite MTN Joyous Celebration CallerTunez or subscribe to JoyousTV will stand a chance to win secondary prizes.

11.2 Engagement prizes will include but will not be limited to:

- Top 10 candidates
- Top 10 voting
- Most engaging

11.3 Secondary prizes offer available to MTN Customers ONLY.

12 EVENT SCHEDULE

12.1 The event will be scheduled as follows:

DATE / MONTH	ACTIVITY / SHOW
Sunday 31 October	MTN Joyous Celebration Super Sunday 60-Minute Ensemble Show
Sunday 28 November	MTN Joyous Celebration Super Sunday 60-Minute Ensemble Show
Saturday 18 December	Joyous & Friends: 25 Year Special 180-Minute full cast production live from Carnival City
Sunday 26 December	MTN Joyous Celebration Super Sunday 60-Minute Ensemble Show

13 LIABILITY FOR COSTS

13.1 All costs will be taken care of as per the stipulated prizes for both Main and Secondary campaign.

14 GENERAL

14.1 The Promoter works with third party technology, platform, and/or service providers in order to enable you to participate or vote in the competition. By using these third party technologies, platforms or services, you agree to be bound by their respective terms and conditions of use.

14.2 A copy of these T&Cs is available on our website, www.mtn.co.za. We recommend that you print a copy of these T&Cs for future reference.

14.3 The Promoters are not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services or handset compatibility.

14.4 The Promoters, their respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result of a person's participation of the Joyous celebration Service and/or the terms and conditions of this Competition. Furthermore, you will be solely responsible for all products and services used by you. Accordingly, the Promoters takes no responsibility for any loss or

damage, or any MTN airtime associated with the SIM card and/or cellphone number. In the event of theft or loss of your cellphone, airtime and/or SIM card, such items must be replaced at your own cost, and you are obliged to report such loss or theft to the South African Police Services immediately. All persons using the Service hereby expressly indemnify the Promoters in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.

- 14.5 Decisions made by or on behalf the Promoter in relation to any matter pertaining to the Competition are final and no correspondence will be entered into.
- 14.6 Prizes are not transferable, cannot be deferred and are not negotiable.
- 14.7 Winners use prizes at their own risk. The Promoter cannot be held responsible for any accident, death, injury, or damage or loss of property experienced while utilizing a prize.
- 14.8 MTN reserves the right, at any time, to change these Terms and Conditions and any rules relating to this Promotion, its products and the Service, and to modify the Services at its discretion.
- 14.9 MTN reserves the right at any time to modify, suspend or discontinue the Service or the Promotion, with notice, without liability to you or any third party. The Promoters will under no circumstance be liable to you for any error, delay, failure or non-availability of the Service, and you indemnify the Promoter against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the Visit www.mtn.co.za regularly for notice, updates and/or changes to the Service.
- 14.10 MTN reserves the right from time to time to vary the charges of the Service as may be deemed necessary in its discretion.
- 14.11 See www.mtn.co.za for Service rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the website or elsewhere in any media.
- 14.12 MTN shall be entitled to terminate the Service of any Customer, if such Customer is involved in any fraudulent activity or suspected fraudulent activity.