TRACE DJOUBA CHALLENGE

COMPETITION TERMS AND CONDITIONS

- 1. TRACE Presents 'Win a \$1000 when you take part in the DJOUBA CHALLENGE' ("the "Competition"). The competition will run from Saturday 25 May at 12:00 CAT until Tuesday 25 June 2019 23:59 CAT.
- 2. The promoter of the Competition is TRACE TV (Pty) Ltd of 7 Keyes Avenue, Cnr Tyrwhitt, Rosebank, 2196. Tel: 010 8222470 (the "Promoter").
- 3. ENTRY MECHANICS:
- Share a video of yourself dancing to the DJOUBA Song on Instagram using the hashtag #DJOUBAChallenge
- Tag
 - o @TRACESouthAfrica or @TRACEEAfrica_ if you are based in Southern Africa
 - @TRACEMziki if you are based in Eastern Africa
 - o @TRACENaija if you are based in West Africa
 - o @TRACEToca if you are based in Angola or Mozambique
- 4. To be eligible to enter, entrants must comply with the following ("The "Eligibility Requirements"):
 - a. Reside in Africa
 - b. Possess a valid bank account. Should the entrant be a minor, the Legal Guardian should possess a valid bank account.
 - c. A valid bank account is required for TRACE to initiate a payment to you. A valid bank account confirm that the user attaching a bank account owns the account. This can be verified using an official bank account statement that displays the account details as well as the account holders details.
- 5. It is expressly forbidden to appropriate the video of another person and enter it into the competition as your own. TRACE reserves the right to use management and profiling software to assist with verification and authentication. We reserve the right, without consultation, to exclude any video rejected by such software, which decision is exclusively at our discretion.
- 6. Entrants stand to win \$1000
- 7. At the closing date of the Competition, the video with the highest engagement (public shares, likes, comments, and views) posted on Instagram will be selected as the winner. The winners will be called and emailed directly from 01 August 2019. The winner must comply with the Eligibility Requirements.
- 8. Each entrant agrees that by submitting an entry to the Competition, they agree to their video being utilized on public platforms, and grant the Promoter the exclusive right to film, tape, sound record and photograph them at, and in connection with, the fulfilment of any Prize, and acknowledge that the Promoter shall own all right and title in and to all such films, tapes, recordings and photographs and shall have the right to distribute all such materials (in whole or in part) worldwide, in perpetuity, via any and all media. 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, in connection with the prize. Entrants acknowledge and agree that they may be required to be used in publicity without further consent or payment if they are selected as the winner of the Prize.
- 9. 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.

- 10. 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 a prize that may be made at any time. The cash prize is not transferrable and cannot be deferred.
- 11. 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 a prize that may be made at any time.
- 12. If a winner declines a Prize, cannot be contacted timeously (48 hours), does not fulfil any of the Eligibility Requirements, or is disqualified for any other reason, further correct entries will be drawn until all Prizes have been awarded and accepted.
- 13. 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.
- 14. By entering this competition, entrants agree that they will be bound by these terms and conditions as well as the Privacy Policy which can be found on the http://www.trace.tv website
- 15. If this Competition involves Twitter, Facebook or any other social media platform in the Competition entry process, entrants must abide by the terms and conditions of the platform and should note that any use of profanity, vulgar language, sexist, political, defamatory or racially motivated content or any other form of discrimination, will be removed from the social media platform and the entrant will be automatically disqualified.
- 16. These terms and conditions 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 terms and conditions.
- 17. If any provision of these terms and conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these terms and conditions and shall not affect the validity or enforceability of any remaining provisions.
- 18. It is not intended that any provision of these terms and conditions 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.
- 19. The Promoter reserves the right to update these terms and conditions from time to time. Please check the website regularly for any updates