

Terms and conditions for Get In The Mix

- 1 This is a promotional competition called Get In The Mix (the "Competition") conducted by Lucky Star Ltd (Registration Number: 1946/022718/06) of 8th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town (the "Promoter") subject to the provisions of section 36 of the Consumer Protection Act, No. 68 of 2008 as amended ("CPA") and the regulations promulgated there-under, and the terminology used in the aforesaid CPA shall apply to the Competition.
- 2 Except for those participants described in section 36(3)(b) of the CPA (see clause 10 below), participants can be of any age and must be citizens of South Africa and need to hold a valid South African ID document. Furthermore, participants (and/or parents/guardian) must have a valid South African bank account. Participants below the age of 18 must obtain their parents' or guardian's consent before entering the competition.
- 3 To enter the competition participants must upload an original track that they have produced to the YFM website (www.yfm.co.za) and fill in all the required information on the page. The track cannot include any substantial samples from other non-participating artists and must not infringe on any 3rd party intellectual property rights. The track cannot include any profanity, racism or sexual content. The track must be under 4 minutes long.
- 4 The participant, upon entering the promotion hereby license and consents to the use, editing and adapting of the entry track and all intellectual property incorporated therein for promotional purposes of the Lucky Star brand, incorporating its products. The License and consent shall be for a period of 24 months (from 10 August 2020) and free of any royalty or any other fee
- 5 Five finalists will be selected by YFM, owned by Yired (Pty) Ltd, based on the quality of the song as well as how suitable it is for the Lucky Star brand. Specifically, the track needs to bring the taste of home to life by celebrating South Africa's unique flavour and tenacious spirit. The winning song further needs to:
 - Have a danceable energy
 - Be positive and uplifting
 - Use local flavour and freshness to bring the taste of home to life.
 - Be under 4 minutes
 - Be original
- 6 The five selected finalists will compete against each other in a public online poll on the Social Media pages of and hosted by YFM. The winner and runner-up will be selected based on the outcome of the poll. Additionally, in terms of the Competition, spot prizes will be awarded for people voting for finalists and will be selected at random by YFM.
- 7 Prizes consist of R10 000 cash prize and a Lucky Star produced music video (to be used for promotional purposes by Lucky Star) for the overall winner, R5 000 cash prize to the runner up and R1 000 x 5 spot prizes for people voting for finalists.
- 8 The competition entries open on 6 July 2020 and closes at midnight on 26 July 2020.
- 9 Winners (1x 1st prize winner and 1 x runner up winner) will be announced live on YFM radio station (99.2 FM), as well as the social channels (Instagram, Facebook, Twitter) of YFM and Lucky Star on the 10th of August. A letter will also be sent to the winner's. The names will be published on the Promoter's website (www.luckystar.co.za) by 10 August 2020.
- 10 The prize shall not be awarded to a director, member, partner, employee or agent of, or consultant, or their spouse, partner or members of their immediate family, to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter, or to a supplier of goods or services in connection with the competition. The Promoter reserves the right to request a winner to depose an

affidavit confirming that he/she does not fall within this category of persons and must further upon request be able to verify their identity by providing a certified copy of their South African identity document, valid passport or formal refugee documentation.

- 11 Prizes are not transferable and will only be given to the winner and not a representative.
- 12 If for whatever reason the winner cannot be contacted or is disqualified in terms of clause 21 below, the prize will be forfeited to the Promoter for a reselection on the same basis that the original winners were selected.
- 13 By entering this competition, the participant acknowledges and agrees that the Promoter, its agents and representatives invite the participant, which invitation the participant has the right to decline, to be present at the announcement of the winner and to participate in any marketing activity and the right to use the music, footage and/or images of the participant in whole or part and in connection with the distribution, broadcasting and all advertising, marketing and promotions to do with the music, footage and/or images in relation to the Competition.
- 14 Regarding the winning prize of the Lucky Star produced music video, Lucky Star Ltd will retain exclusive interest in and ownership of all intellectual property rights of the music video. The ownership of the music video, and all other rights associated with such ownership, will remain with Lucky Star Ltd.
- 15 When a participant submits an entry and/or sends e-mails to the Promoter, that participant consents to receiving communications from the Promoter electronically and agrees that all agreements, notices, disclosures and other communications sent by the Promoter electronically satisfy any legal requirements, including but not limited, to the requirement that such communication should be "in writing".
- 16 A participant, by entering the competition, agrees and gives consent that the information provided to enter the competition may be stored and used for statistical purposes or for marketing purposes by the Promoter. Consent to use the participant's information is not a condition for entry in the competition and the participant has the right to withdraw such consent at any time by notifying the Promoter per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 17 Information collected from participants will be used by the Promoter only and will not in any way be transferred or made available to third parties except if it remains for the use by the Promoter only.
- 18 A participant will have the right to request from the Promoter details of the information held of the participant and to update and/or correct any of the information provided. The Promoter can be contacted for this purpose per telephone on number 021 415 8600 or per e-mail at info@luckystar.co.za.
- 19 No correspondence will be entered into and the Promoter's decision is final and binding, subject only to the supervision and certification of the competition by an independent accountant, registered auditor, attorney or advocate and the reporting thereon through the Promoter's internal audit reporting procedures.
- 20 When entering the competition, a participant acknowledges and agrees to these terms and conditions.
- 21 Should any participant or winner be found to be in contravention of any of these terms and conditions or in the opinion of the Promoters, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill of reputation of the Promoter, the Promoter reserves the right to disqualify such a participant or winner on written notice.
- 22 Facebook, Instagram and/or Twitter is in no way directly or indirectly liable for any communication in all forms pertaining to the competition. The competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram and/or Twitter and they shall in no way

assume liability in whole or in part directly or indirectly, from participation in the competition by the participant or any action by the competition organisers.

- 23 The participant hereby acknowledges that any voluntary provision or disclosure of any information is provided to the Promoter and/or its organisers and not to Facebook, Instagram and/or Twitter.
- 24 The Promoter chooses as its *domicilium citandi et executandi* for all purposes under this competition, whether in respect of court process, notice or other documents or communication of whatsoever nature: 7th Floor, Oceana House, 25 Jan Smuts Street, Cape Town, 8001.
- 25 The Promoter has the right to terminate the competition immediately and without notice in the event that, due to reasons beyond its control, it is impossible to continue with the competition. In the event of such termination, all participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against the Promoter, its directors, employees and agents.
- 26 The Lucky Star consumer helpline for enquiries is 0860 102 500.