

THE DISCOVERY REAL TIME REAL STORIES BY REAL PEOPLE ABOUT REAL LIVES AWARD TERMS & CONDITIONS:

1. Terms and Conditions

- a) All persons entering the Real Stories by Real People about Real Lives competition – being one of the competition categories held during the 2019 Jozi Film Festival (“JFF”) - (the “Competition”) conducted by)/- Discovery, Inc. (the “Promoter”) in Africa, agree that such entry into the Competition is subject to these terms and conditions (“Terms”) which are binding on them.
- b) These Terms have legal effect and any potential entrant should read them carefully before deciding to enter the Competition, in particular, careful note should be taken of the Eligibility Requirements set out in Clause 3 below.

2. Important Notice

- a) These Terms contain certain terms and conditions which appear in similar text style to this clause and which:
 - i. may limit the risk or liability of the Promoter or a third party; and/or
 - ii. may create risk or liability for a person entering the Competition (the “Entrant”); and/or
 - iii. may compel the Entrant to indemnify the Promoter or a third party; and/or
 - iv. serve as an acknowledgement, by the Entrant, of one or more facts.
- b) The Entrant's attention is specifically drawn to these terms and conditions because they are important and should be carefully noted.
- c) Nothing in these terms and conditions is intended or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be created for either the Entrant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- d) The Entrant acknowledges that he/she has been given enough time to read these Terms and that he/she understands and agrees to these terms and conditions. By submitting the Competition Entry (as defined at Clause 4 below) and thereby entering this Competition, the Entrant will be deemed to have read and understood these Terms and to have agreed to be bound by them. If the Entrant does not agree with any of these Terms, they should not enter the Competition.
- e) All Entrants participate in the Competition entirely at their own risk. By accepting to be bound by these Terms the Entrant gives consent to these risks and indemnifies and holds harmless the Promoter, its directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of

participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of the Promoter, its directors, employees and agents.

3. Eligibility

- a) In order to qualify as an Entrant for the Competition, Entrants must meet the following eligibility requirements (the "Eligibility Requirements"):
 - i. The Entrant must be a resident of any of the following African Countries: Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Comoros, Congo, Cote d'Ivoire, Democratic Republic of the Congo (partial), Equatorial Guinea, Ethiopia (partial), Gabon, Ghana, Guinea Bissau, Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, South Africa, Swaziland, Tanzania & Zanzibar, The Gambia, Togo, Uganda, Zambia and Zimbabwe (Collectively and for the purposes of this Competition, "Africa");
 - ii. The Entrant must be eighteen (18) years or older on the date of entry and must be able to provide sufficient identification to prove his/her age (which may be required at the request of the Promoter);
 - iii. The Entrant may not be any person who is a director, member, partner, employee or agent of, or consultant to the Promoter, its holding company and affiliate companies and their immediate families, or any other person who directly or indirectly controls or is controlled by, the Promoter or the Promoter's agents or anyone professionally associated with the Competition;
 - iv. The Entrant must provide full and correct details where requested including full name, date of birth, current address and contact details;
 - v. The Entrant may not enter the Competition on behalf of someone else;
 - vi. No entries from agents, third parties, organised groups or entries automatically generated by computer software (or otherwise) will be accepted
 - vii. No payment of any consideration or purchase of any goods or services is required to enter the Competition.
- b) Failure to meet any of the Eligibility Requirements set out in Clause 3 a, above, or on the basis of engaging in any conduct which the Promoter in its sole discretion considers unacceptable or not meeting any other requirement set out in any provision of these Terms, may result in:
 - i. an entry being invalid and disqualified; and/or

- ii. forfeiture of the Prize(s).
- c) Any decision to invalidate and disqualify an entry to forfeit a Prize in terms of Clause 3 b, above lies within the sole discretion of the Promoter.
- d) For the avoidance of doubt, the Promoter is not required to disqualify any entry at the time of submission of the entry due to such entry not meeting the Eligibility Requirements set out in this Clause 3 and may do so during any point of the Competition. The Promoter may, at any time, during the Competition, disqualify an Entrant on the basis of non-compliance with the Eligibility Requirements and or engaging in any conduct which the Promoter in its sole discretion considers unacceptable or not meeting any other requirement that may result in disqualification in accordance with any provision of these Terms. The Promoter will not be held liable for any loss, damages, cost or injuries as a result of the disqualification of any Entrant or the forfeiture of any Prize, save where such losses, damages, costs or injuries are sustained as a result of the gross negligence or willful misconduct of the Promoter, its directors, employees or agents.

4. Competition Entries

- a) The Competition will be open for entries from 12:00 (midday) CAT on 5 June 2019 (“Opening Date”), until 19:00 CAT on 30 August 2019 (“Closing Date”) (the “Competition Period”). All Competition Entries received after the Closing Date are automatically disqualified.
- b) To enter the Competition, Entrants must submit a short documentary that tells Real African stories which will be told by Real People about Real Lives (the “Short Film”). The Short Film:
 - i. must be filmed in HD and 16:9 landscape, using any device of the Entrants’ choosing;
 - ii. must be delivered in the following high-resolution format: 25fps (or HD (1920x1080)), 2K, Quicktime;
 - iii. must include English subtitles, where the film is presented in a language other than English;
 - iv. must be submitted via a third-party website, currently known as ‘FilmFreeway’ which can be found at: <https://filmfreeway.com/festival/JoziFilmFestival> (the “Website”). Entrants will be required to register their details with FilmFreeway including but not limited to: full name, email address and telephone number as well as agree to the FilmFreeway Terms and Conditions which can be found at: <https://filmfreeway.com/page/terms-of-service>;
 - v. must be three (3) to five (5) minutes long; and
 - vi. must not have been broadcast and/ or the Entrant must not have received any monetary compensation for such Short Film prior to submission.

- vii. (the “Competition Entry”).
- c) The Promoter cannot guarantee continuous, uninterrupted or secure access to the Website and does not accept responsibility for any disruption to the Competition or the Website due to technical problems nor any responsibility for Competition Entries that are lost, mislaid, damaged or delayed on submission, regardless of cause (for example, technical malfunction, systems, server, computer hardware or software failure of any kind).
- d) For the avoidance of doubt, there is no limit on the number of Competition Entries per Entrant throughout the entire Competition Period.
- e) Each Competition Entry is subject to approval by the Promoter. All Competition Entries will be moderated to ensure they meet the Eligibility Requirements, and any Competition Entries that do not meet the Eligibility Requirements will be disqualified subject to the provisions of Clause 3, above. Any Competition Entry that is deemed offensive, inappropriate, obscene, unlawful or contains otherwise objectionable content or information will be disqualified.

5. Phase 1 – Selection of the Short-Listed Entrants

- a) Following the end of the Competition Period, the Competition Entries will be viewed by a panel of judges appointed by JFF who will select around thirty (30) films (the exact number to be decided by JFF in its sole discretion) to submit to a panel of judges appointed by the Promoter who will short-list ten (10) Short Films (the “Short Listed Entrants”) from all eligible Competition Entries.
- b) The Promoter reserves the right to increase or decrease the number of Short-Listed Entrants and/or Winners chosen and is entitled to select, in its sole discretion, the Short-Listed Entrants and/or Winners based on any criteria the Promoter deems appropriate. A copy of the selection criteria may be obtained upon request by emailing the following address: address TBC
- c) The Short-Listed Entrants will be notified via email and/or by a telephone call to their mobile on or around 7 September 2019. Entrants who are not selected for the short-list will not be notified. Any entrants who have not been notified by 10 September 2019 have been unsuccessful.

6. Phase 2 – Selection of the Winner

- a) There will be a top three (3) selection of the best videos and one will be the overall winner. All top three (3) films will be selected from the Short-Listed Entrants by public vote (the “Winners”). The public vote will be open from 10:00 (midday) CAT on 11 September 2019

until 23:59 CAT on 25 September 2019. Those voting for their favourite Short Listed Entrant, shall be referred to as the “Voters”.

- b) Voters must vote via the social media platforms (Twitter and facebook) of The Jozi Film Festival.

Voters:

- i. are limited to one (1) vote throughout the entire voting period.
- c) By casting a vote, Voters will be deemed to have read and understood these Terms and be bound by this Clause 6 and the Promoter’s Privacy Policy which can be found on the Voting Site. The Promoter cannot guarantee continuous, uninterrupted or secure access to the social platforms for voting and does not accept responsibility for any disruption to the Competition or the Voting Site due to technical problems nor any responsibility for Competition Entries that are lost, mislaid, damaged or delayed on submission, regardless of cause (for example, technical malfunction, systems, server, computer hardware or software failure of any kind).
- d) The top 3 Winners of the Competition will be notified via email and/or by a telephone call to their mobile on or around 28 September 2019. The Winner’s status will not be announced publicly until the JFF Awards Evening, scheduled to be held on or around 6 October 2019 which the Winners are expected to attend where possible.
- e) In the event of a tie breaker, a panel of judges will select the Winner from the tied Short-Listed Entrants. In the event of any technical problems affecting the public vote, the votes will be void and the Winners will be selected by a panel of judges. The Promoter has the sole discretion to determine whether any technical problems affecting the public votes will void the public votes.
- f) The Promoter reserves the right to increase or decrease the number of Winners chosen in its sole discretion and is entitled to select, in its sole discretion, the Winner(s) based on any criteria the Promoter deems appropriate.
- g) Where necessary, the Promoter will arrange one (1) night of accommodation and any appropriate travel means, such as flights, needed for the Winner and one (1) guest to attend the JFF Awards Evening at the Promoter’s own expense. The Promoter will recompense the Winner for other reasonable travel and subsistence costs including visa costs resulting directly from their attendance at the JFF Awards Evening. Reasonable costs will be agreed by the Promoter and the Winner prior to being incurred. The Promoter reserves the right to arrange travel and accommodation on behalf of the Winner or oblige them to use a specific itinerary.

- h) The Winner will be required to provide identification in the form of a passport or identity card and bank account details for the purposes of transfer of the Prize.
- i) Should the Winner and the Top 2 runner up films be unable to attend the JFF Awards Evening, the Winner must confirm this to the Promoter by no later than 29 September 2019.
- j) The Winner and the Top 2 runner ups agree to participate – for no remuneration – in any publicity or promotional activities concerning the Competition as may be reasonably required by the Promoter, JFF, their affiliates and their affiliated products and services. Further the Promoter reserves the right to use the names of the Winners in any publicity.

7. Prize

- a) The Short-Listed Entrants shall have their Short Film broadcast on: the Real Time channel (available via DSTV); Discovery Inc. owned I media platforms (the “Discovery Media”) during the period from from September 2019 to January 2021. At the sole discretion of JFF, the Short-Listed Entrants may also have their Short Film broadcast during the JFF (the “Short-Listed Prize”).
- b) The 1st prize winner shall win \$2 500, \$1 000 for the 2nd prize and \$750 for the 3rd. The top 20 films, including the winning three, will also be broadcast on the channel for all viewers to enjoy prizes. The Cash Prize will be supplied to the Winners by the Promoter via bank transfers to a valid bank account held in the Winner’s sole name within fifteen (15) days from the date of the JFF Awards Evening.
- c) The receipt, by the Winner and the Short-Listed Entrants, of their respective Prizes is conditional upon compliance by the Winner and the Short-Listed Entrants with any and all relevant laws, rules and regulations as well as these Terms.
- d) All three winners must claim their Cash Prizes (as defined at Clause 7 b) of these Terms) within thirty (30) days of the Notification. If the Prizes are unclaimed after this time, the Cash Prize will lapse, and the Promoter reserves the right to offer the unclaimed Cash Prize to a substitute winner selected in accordance with these Terms.
- e) All three winners are solely responsible for all fees, applicable taxes and or any other costs not specified in the Cash Prize description including any applicable bank charges the Winners may be charged as a result of receiving the Cash Prize. The Promoter shall only be responsible for bank charges directly related to the transfer from the Promoter’s bank account to the Winners’ bank account including any currency conversion costs incurred as a result of the transaction.
- f) By accepting to be bound by these Terms and by claiming the Prizes, the Winner and the Short-Listed Entrants accept they are entering and participating at their own risk and

acknowledge that they may be required to sign a non-disclosure agreement and/or waiver and/or release form(s) in order to redeem their respective Prizes.

8. Intellectual Property Rights

- a) Competition Entries must not contain or refer to any third-party brand, names, logos and/or trademarks. Competition Entries must not contain or refer to any third-party music unless the Entrant has obtained the rights to use the music. It is the sole responsibility of the Entrant to ensure that the rights (including, without limitation, the right to reproduce the musical work and the sound recording and digital rights) to any music used in the Entry are cleared for commercial use and broadcast and screening by a third party. By entering this Competition, the Entrant warrants that all rights contained in the Competition Entry are cleared for commercial use and broadcast and screening by a third party. The Promoter will not be liable for any action taken by any party against the Entrant with respect to any Competition Entry that is submitted that violates the right of any third party and the Entrant indemnifies and holds the Promoter harmless for any action taken by any party in this regard. The Entrant further agrees to reimburse Promoter for any losses Promoter incurs as a result of any action taken by a third party in respect of content that the Entrant provides which infringes a third party's intellectual property rights.
- b) By entering this Competition, the Entrant grants Promoter a non-exclusive, worldwide, royalty-free license to use, edit, broadcast and transmit the Short Film on all Discovery Inc Media for the period September 2019 to January 2021, for the purposes of this Competition and further promotional use (the "Entrant Media"). The Promoter may, at its sole discretion, grant JFF the right to use the Short-Listed Entrants for promotional purposes during this period. For the avoidance of doubt, the Promoter may require the Entrant to sign a release form consenting to such.

9. General

- a) The Promoter reserves the right to verify all Competition Entries including but not limited to asking for address and identity details and to disqualify any Entrant at any phase of the Competition, where there are reasonable grounds to believe there has been a breach of these Terms or non-compliance with any Eligibility Requirements, or otherwise, including where an Entrant has gained unfair advantage in participating in the Competition or has participated in any way using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding, and no correspondence will be entered into in relation to this clause.

- b) Each Entrant consents to any data or other information provided when entering the Competition and during the course of the Competition being used by the Promoter, for the purposes of the Competition and may be shared with third party Sponsors of the Competition for purposes of fulfilling the Prizes. A "Sponsor" shall mean any third-party company who is professionally affiliated with the Competition and/or the Promoter.
- c) The Entrant further consents to the Promoter using his/her data or other information provided when entering the Competition and the course of the Competition for the purposes of the Competition.
- d) The Entrant further consents to the use of his/her data or other information by the Promoter for the purposes of notifications from the Promoter relating to the Promoter's business, which consent the Entrant may withdraw at any time via email.
- e) The Promoter will not share the Entrant's data or other information with any third parties, except for third parties affiliated with the Competition and for the purposes of fulfilling the Prizes.
- f) The Entrant further consents to the Promoter using his/her data for purposes related to the Competition or to the Competition Entry such as promotion of future competitions for the period beginning 2019 to 2021 if his/her film is selected as a Short-Listed Entrant or Winner.
- g) The Entrant's data and other information will only be retained by the Promoter for as long as necessary for the purposes of the Competition.
- h) In the event that the Promoter suspects fraudulent activity on the part of any Entrant, the Promoter reserves the right to suspend further Competition Entries pending an investigation into the activity.

The status and Prizes must be taken by the Winner/ Short Listed Entrant, unless agreed otherwise in writing by the Promoter.

- i) The Promoter does not accept any liability for any damage, loss, costs or injury suffered by any Entrant as a result of entering or related to participation in the Competition, save to the extent that such damage, loss, costs or injury was caused by the gross negligence of the Promoter, its directors, employees or agents.
- j) The Promoter is not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its gross negligence or willful misconduct.

- k) The Promoter reserves the right to modify, suspend, cancel or terminate the Competition or extend or resume the Entry Period or disqualify any Entrant at any time on prior written notice of such change on the Promoter's website (and where applicable by email throughout each respective Phase). This includes but is not limited to dates and locations published herein or promoted in relation to the Competition.
- l) To the extent permitted by law, these terms and participation in the Competition is subject to the laws of the Republic of South Africa. Entrants expressly agree that: (i) they submit to South African law and the non-exclusive jurisdiction of the South African courts, or any other tribunal, commission, ombud or other body of competent jurisdiction contemplated in the Consumer Protection Act, 2008 in respect of the entrants participating in this Competition and any dispute that may arise therefrom; and (ii) they are natural persons and will not participate in the Competition as a juristic person (including any group of persons operating as a professional and/or commercial entity).
- m) o. Promoter's details: Discovery Corporate Services Limited, Discovery House, Chiswick Park Building 2 London W4 5YB, United Kingdom. Company number: 08597513.