

## FUNDER TALENT SEARCH TERMS AND CONDITIONS

Before you enter the competition please read competition rules below:

1. By entering the competition and/or accepting any prize (if you are a winner), you agree to be bound by these terms and conditions.
2. The outcome of the competition is subject to the decision of the judge/s, presenter or organizer of the competition, whose decision is final. No negotiations and or correspondence will be entered after the fact.
3. The competition is open to all entrants of all ages who are permanently resident in South Africa. Participants/entrants younger than 18 years of age, as at date of submission of the entry, shall simultaneously provide proof of consent from their parent/s or legal guardian, verifying that the entrant/s have permission to perform, compete, appear on TV, Social Media, print and or any other marketing material related to the Funder-competitions.
4. If a contestant is currently under contract with a record label they are not permitted to enter.
5. Entrant/s are permitted to submit entries for more than one genre, i.e. Funder-dance & Funder-band. Only one entry per genre is permitted.
6. Full details of all participants appearing in submitted video footage must be disclosed. Participants/entrants younger than 18 years of age, as at date of submission of the entry, shall simultaneously provide proof of consent from their parent/s or legal guardian, verifying that the entrant/s have permission to perform, compete, appear on TV, Social Media, print and or any other marketing material related to the Funder-competitions.
7. Personal data supplied when submitting the entry will only be used in the process of administering the Funder-competition and the Funder-mailing list and will not be transferred to any Third Party, unless specific consent thereto is given by the entrant. Entrants' full names and details of their footage/work submitted for the competition will be made public and by entering the competition the entrant hereby consents to the disclosure of this specific personal information. Information such as the Entrants' contact details and full address will not be disclosed to the public under any circumstances.
8. Footage/work submitted for the competition must have been created to reflect/display/portray the talent by of the entrant.
9. The copyright of all footage/work submitted remains the property of the entrant and or creator. By entering the competition, the entrant agrees to and warrants that the creator agrees to, on an irrevocable basis, that Kidzexpo CC and/or organizers and/or the sponsors may reproduce/publish/display any submitted footage/ work, free of charge, for the purposes of marketing, promotion, merchandising, discussion, publications, use on television, use for competition purposes or the internet. The entrant/s agree to release and hold harmless Kidzexpo CC and/or organizers and/or the sponsors from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.

10. SIZE REQUIREMENTS. Footage submitted may not be longer than 60 seconds to a maximum of 500mb in size.
11. Entries may be uploaded and submitted via Facebook using the TALENT SEARCH APP or the Funderland website [www.funderland.co.za](http://www.funderland.co.za).
12. Top 140 Funder-talent and top 200 Mzansi Music Talent will be identified by automatic SMS supplier software in terms of number of votes received via SMS. Contestants will be identified by their unique entry code.
13. The names of the Top 140 Funder-talent and top 200 Mzansi Music Talent entrants will be posted on [www.funderland.co.za](http://www.funderland.co.za) or Facebook using this link <https://www.facebook.com/FunderlandFestival/app/403834839671843/> .
14. The identified qualifying entrants will be contacted by the organizers to confirm the date of their elimination round, where the entrants must appear on stage at the Funderland Event.
15. All entrants must present a professional image. Any entrant that is uncooperative, under the influence of drugs or alcohol, uses profanity, inappropriately dressed or displays any action perceived unacceptable by Kindzexpo CC and/or the event organizers, will be disqualified immediately and removed from the premises.
16. Any performance not suited for a family audience will be disqualified. Explicit language, swearing or suggestive lyrics or actions will result in disqualification.
17. In event that an entrant is not telephonically contactable after five phone calls to his/her number (after 72 hours) the entrant may be replaced by the next person in line i.e. entry 101.
18. The use of machetes, knives, fire or pyrotechnics will not be permitted. Any objects used in acts may not be thrown off the performance stage.
19. Performers must be present on their scheduled competition date at least two hours (120 minutes) prior to the show time. Acts not present prior to the show time may be at risk for disqualification.
20. A panel of judges will be present at each stage of the competition and will share their personal and professional opinions, comments, preferences with reasons only. Verbal contact/dialogue will not be permitted between performers, their representatives and the judges at all levels of the program. Failure to comply may result in disqualification.
21. The overall national winner will be announced at an event, held at a venue to be disclosed at a later stage.
22. Prizes won are not transferable, nor can it be exchanged for cash.
23. Entrants enter and take part in the competitions at their own risk and Kidzexpo CC, event organizers and event hosts bear no responsibility for any loss, damage or harm suffered because of participation in any of the Funder-competitions;
24. Entrants will be responsible for their own transport to and from the event venue, meals and beverages, as well as for finals - should they qualify.
25. Kidzexpo CC reserves the right to disqualify any entrant suspected of fraud, cheating including without limitation through the manipulation of codes or otherwise falsifying data.

26. Entries which contain errors will be invalid.
27. Any entries received after the competition moment will not be eligible to participate in the competition, regardless of the reason for the late entry. Kidzexpo CC and/or event organisers is not liable for any technical failure that may result in an entry not being successfully submitted.
28. Winners will need to produce proof of identity (a valid Identity Document/Driver's License or Passport. In event that the entrant is under 18, a birth certificate will also be accepted with his/her parent/guardians Identity Document/Passport/Driver's license) at the venue.
29. Winners under the age of 18 must produce a consent form or letter from a legal parent, guardian that certifies that they have permission to perform, compete and appear on radio, TV, print and or any other marketing material related to the Funder-talent Search or Mzansi Music Talent Search
30. All expenses related to traveling and or accommodation for finalists to attend the finals will be for the finalists own account. (Unless agreed otherwise.)
31. The finals are scheduled to take place at the 4<sup>th</sup> Funderland Family Festival planned to take place in Durban KZN. The final venue and or location is subject to change. Finalists will be informed well in advance of where the finals will be held.
32. Judges decisions are final and no deliberations, negotiations or communications will be entered into, once winners have been announced.

***\*\*\* Kidzexpo CC t/a Funderland reserves the right, in its reasonable discretion, to add to, amend, or waive any of the Talent Show Rules on reasonable notice to you, including but not limited to extending or reducing the duration of the competition.***