

Studio Universal – Sing 2 TikTok Competition

Terms and Conditions

Last updated 09 November 2021

DEFINITIONS:

“**Competition**”: Studio Universal – Sing 2 TikTok Competition

“**Entry Platform**”: TikTok

“**Minimum Age**”: 18

“**Territory**”: South Africa

“**Main Prize**”: ZAR20,000 (twenty thousand South African Rand) Mall of Africa shopping voucher which expires 01 December 2024.

“**Number of Main Prize Winners**”: One.

“**Second Prize**”: Sing 2 ‘hamper’ which will contain the following ‘Sing 2’ branded items:

- 1 x Sticker sheet;
- 1 x Inflatable guitar;
- 1 x hair band;
- 1 x pencil case;
- 1 x bucket style hat;
- 1 x puzzle;
- 1 x wireless speaker; and
- 1 x backpack.

“**Number of Second Prize Winners**”: Two.

“**Competition Period**”: Starting 09:00:00 (AM) (Central Africa Standard Time) on 26 November 2021 and ending 00:00:00 (AM) (Central Africa Standard Time) 23 December 2021 (“**End Date**”).

“**Selection Period**”: Within 7 (seven) working days of the End Date of the Competition.

“**Notification Period**”: As follows:

- First Prize Winner: to be notified 24 December 2021;
- Second Prize Winners: as follows:
 - the first Second Prize Winner be notified on or before 10 December 2021; and
 - the second Second Prize Winner will be notified on or before 17 December 2021.

“**Response Deadline**”: Within 7 working days of the Winner being notified.

“**Delivery Period**”: As follows:

- Main Prize Winner: Winner will be required to collect Main Prize at the Mall of Africa shopping centre and will be required to show a valid form of identification when collecting their Main Prize; and
- Second Prize Winners: delivered within 21 days of the Winner’s response (see paragraph 9 below).

“**Entry Limit**”: Once.

By entering the Competition via TikTok, you acknowledge and agree that you accept and will be bound by the following terms and conditions (“**T&Cs**”) relating to the Competition.

1. PROMOTER: The promoter of the Competition is NBCUniversal International Networks Limited (“Promoter”), a company registered in England and Wales with Company Number 05325358 and whose registered address is at 1 Central St Giles High Street, London, WC2H 8NU. If you have any questions or concerns in relation to the Competition, you can contact the Promoter by emailing Charlene.Maroot@nbcuni.com with the subject line: ‘TikTok Competition: Studio Universal’, giving details of the question or concern.

2. ELIGIBILITY: (a) **AGE** Entrants must be the Minimum Age or over. (b) **RESIDENCE** Entrants must be legally resident in the Territory and may be required to provide a copy of their valid identity document in order to claim their Prize if they are selected as a Winner (c) **EMPLOYEES** The following entities or persons are not eligible to enter the Competition: (i) any employee or agent of the Promoter and their immediate families and household members; (ii) any employee of any entity within the same corporate group as the Promoter; (iii) any person who is, and any employee of any entity which is, involved in any way with the organisation, management, promotion and/or administration of the Competition, including without limitation any persons or entities providing the Prize. (d) **INELIGIBLE ENTRIES** The Promoter reserves the right in its sole discretion at any time to (i) ask any entrant for proof that they satisfy any and all applicable eligibility requirements and to (ii) disqualify an entrant from the Competition in accordance with paragraph 11 below if, in the reasonable opinion of the Promoter, that entrant has not proved to the Promoter that they satisfy any and all eligibility requirements for the Competition.

3. ENTRY MECHANIC To enter the Competition, entrants must:

1. upload a video of themselves showing their best moves or karaoke impressions and post the video to TikTok during the Competition Period;
2. use the hashtag #MOASingz when posting their video; and
3. follow Mall of Africa on TikTok (so that an entrant can be contacted via direct message in the event that they’re a winner).

4. TIKTOK: You can only enter if you have a valid TikTok account, the Privacy Settings of which must not prevent the Promoter from contacting you by direct message if you are selected as a Winner.

5. DATES: The Promoter will run the Competition between the Competition Period. Any entries submitted before and/or after this period (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason) will be invalid and will not be entered into the Competition. Only eligible entries made during the Competition Period will be entered into the Competition and the computer of the individual administering the Competition on behalf of the Promoter will be the official timekeeper for all matters relating to the Competition.

6. ENTRY: (a) TIKTOK Entrants must follow the Competition instructions set out in a post or series of posts made by the Promoter on its TikTok account and/or otherwise accessible on a dedicated page on TikTok related to the Competition which Promoter will share a hyperlink to via a post on its TikTok account ("**Instructions**") to enter the Competition. By using TikTok to enter the Competition, entrants agree that they are also bound by TikTok's terms and conditions. **(b) GENERAL** Once an entry is submitted, it cannot be amended in any way. The Promoter will not accept entries which (i) do not comply with the applicable Instructions and/or these T&Cs and/or (ii) entries which, in the reasonable opinion of the Promoter, are illegible, unviewable, indecipherable, inaudible, incomplete, incomprehensible, damaged and/or otherwise defective (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). **(c) LOST ENTRIES** The Promoter has no liability for any entry that is not received by the Promoter in accordance with these T&Cs and the Competition Instructions (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). **(d) SOCIAL MEDIA ACCESS** The Promoter does not guarantee continuous, uninterrupted or secure access to the internet and/or TikTok and has no liability for any technical issues whatsoever encountered by entrants to the Competition.

7. SELECTION OF WINNER: Within the Selection Period, the Promoter will select the Number of Main Prize Winners ("**Main Prize Winners**") and then the Number of Second Prize Winners ("**Second Prize Winners**") from the eligible pool of entrants in accordance with the Selection Criteria (Main Prize Winners and Second Prize Winners together, the "**Winners**" and each a "**Winner**"). The pool of entrants will be made up of all entrants who satisfy the eligibility requirements and the other rules, requirements and instructions set out in these T&Cs and the Competition Instructions and have not otherwise been disqualified from the Competition pursuant to these T&Cs. The Competition will be judged and the Winners will be selected by an independent person or by a panel containing at least one independent person. Provided that the Promoter complies with these T&Cs and ensures that the selection process complies with these T&Cs, the selection of the Winners is final and binding and no correspondence relating to selection of any Winner will be entered into by the Promoter.

8. PRIZE: (a) GENERAL Each Main Prize Winner will win one Main Prize. Each Second Prize Winner will win one Second Prize (Main Prize and Second Prize together, the "**Prizes**" and each a "Prize"). Each Prize is strictly non-transferable, non-exchangeable and may not be re-sold. No cash or any other alternative is available for any Prize. If any Prize becomes unavailable for any reason, the Promoter reserves the right to substitute it with a prize that the Promoter reasonably deems to be of at least the same value. Prizes do not include and/or cover any costs, taxes, fees, expenses and/or arrangements not expressly specified in the applicable Main Prize or Second Prize description ("**Ancillary Costs**"). Each Winner is solely responsible for any and all Ancillary Costs connected with their Prize and the Promoter is not liable to reimburse any Winner for any Ancillary Costs such Winner(s) may incur. The Promoter makes no representation or warranty in relation to any Prize and, to the fullest extent permissible by law, the Promoter will have no liability to any Winner in relation to the Prizes, the Prizes' fitness for purpose, merchantability or otherwise. The Promoter will have no liability in respect of a Prize if it is lost or stolen following delivery. **(b) CHEQUES, VOUCHERS AND GIFTCARDS** If the Prize is, or includes, a cheque, voucher, store credit and/or giftcard, these will be issued in the name of the Winner only and cannot

be issued to any third party. The Promoter will have no liability in respect of such a Prize if a third party refuses to accept a cheque, voucher, storecredit and/or giftcard because it has been tampered with, defaced, duplicated, damaged in any way and/or because it is no longer valid. The terms and conditions of any third party that issued and/or administers the cheque, voucher, store credit and/or giftcard will apply and the Promoter will have no liability in respect of such a Prize if a third party's terms and conditions result in the winner being unable to use any element of the Prize or restrict Winner's use of the Prize in any way.

9. PRIZE CONFIRMATION AND ACCEPTANCE: (a) **TIKTOK** the Promoter or the Competition sponsor Mall of Africa ("**MOA**"), will notify each Winner that they have won either a Main Prize or Second Prize by sending a direct message ("**Prize Notification**") to the TikTok account used by the Winner to enter the Competition (b) **ACCEPTANCE** The Promoter, or MOA (as applicable), must receive a response ("**Response**") from each Winner to the applicable Prize Notification by no later than the Response Deadline. The Response must be sent to the Promoter, or MOA (as applicable) in accordance with the instructions contained in the Prize Notification and must include any information requested by the Promoter, or MOA (as applicable) in the Prize Notification (including without limitation any information requested by the Promoter or MOA (as applicable) to prove that the Winner satisfies the Competition eligibility requirements) and the Prize will not be released to a Winner unless and until all such information has been received by the Promoter, or MOA (as applicable). If, prior to the Response Deadline, (i) the Promoter or MOA (as applicable) does not receive a Response, (ii) the Response received by the Promoter or MOA does not include all information requested by the Promoter or MOA in the Prize Notification and/or (iii) the Promoter or MOA is unable to contact the Winner via Prize Notification, the Promoter reserves the right to deem the Prize forfeited and may, in its sole discretion, select another winner. Proof of sending a Response does not constitute proof of receipt of the Response. Subject to Promoter receiving a Response and all information requested by the Promoter or MOA prior to the Response Deadline, the Promoter will deliver the Prize to the Winner within the Delivery Period.

10. TIKTOK: Entrants to this Competition release TikTok from any consequences or obligations arising as a direct result of entering this Competition. Tiktok does not operate, sponsor, nor endorse this Competition and has no control, responsibility or liability for the Competition or the Prize.

11. DISQUALIFICATION: The Promoter is entitled in its sole discretion at any time to disqualify any entrant and/or any individual entry from the Competition without any liability on the Promoter's part if (i) that entrant and/or entry fails to comply with these T&Cs and/or the Competition requirements in any way and/or (ii) the Promoter has reasonable grounds to believe that entrant has acted fraudulently, dishonestly, inappropriately and/or improperly in connection with the Competition. Without limitation, if the Promoter has reasonable grounds to believe that any entry has been generated by a script, software, macro or other automated means then the Promoter will be entitled to disqualify that entry and the relevant entrant in accordance with this paragraph. If a disqualified entrant is a Winner, the Promoter has the right to deem the Prize forfeited and, if the Prize has already been delivered to that Winner, the Promoter shall be entitled to recover the Prize from the Winner at the Winner's cost.

12. COPYRIGHT AND PROMOTIONAL RIGHTS: All entrants retain the copyright in their entries. By entering the Competition, each entrant (i) confirms that they are the owner of the entry submitted by them and that their entry is original to them; (ii) grants to the Promoter, without the requirement for any further permission or payment, a perpetual, non-exclusive, irrevocable and royalty-free worldwide licence to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit their entry in any and all media; and (iii) warrants that they have the sole and exclusive right to grant such rights to the Promoter and that the Promoter's reproduction, publishing, displaying, and/or other use of their entry will not infringe on any rights of third parties, including, without limitation, copyright, trademark, other intellectual property rights and/or privacy rights and/or create claims for defamation and/or breach of contract. The Promoter has no obligation to copy, publish, display or otherwise exploit any entry.

13. WINNER'S DATA: The Promoter reserves the right to publish in all media and to disclose to third parties each Winner's surname and area of residence ("**Winner's Data**"). The Winner's Data for any such Winner can be obtained by sending an email to aman.kaler@nbcuni.com with the '*TikTok Studio Universal Competition – Data Request*' as the email subject.

14. PUBLICITY: The Winner(s) may be required by the Promoter to participate in publicity in connection with the Competition, their Prize and/or the Promoter and by entering the Competition all entrants agree that if they win the Competition they will, participate in and cooperate with the Promoter in connection with any publicity activity reasonably requested by the Promoter. Entrants acknowledge and agree that copyright in any publicity materials in which they and/or their details appear is the property of the Promoter and that the Promoter will be entitled to exploit such publicity materials in any and all media throughout the world in any manner it deems fit.

15. PERSONAL DATA: All personal information about Competition entrants collected in connection with entering the Competition will only be used in accordance with the Promoter's privacy policy on the Website located at <https://www.nbcuniversal.com/privacy/> and for the following purposes: (i) to administer the Competition as set out in these T&Cs, (ii) to select and notify the Winner, (iii) to arrange delivery of the Prize and (iv) for the purposes set out in paragraph 13 and 14 above.

16. CANCELLATION AND AMENDMENT: The Promoter reserves the right to cancel, postpone and/or amend the Competition and/or these T&Cs at any time without prior notice if any unforeseen circumstances or circumstances beyond the Promoter's reasonable control make it reasonably necessary or prudent to do so.

17. SEVERABILITY: If any part of these T&Cs is determined to be illegal, void and/or unenforceable by a court of competent jurisdiction, then such part shall be severed and deleted, to the extent of such illegality, invalidity or unenforceability, and the remaining parts of these T&Cs shall remain in full force and shall continue to be binding and enforceable to the maximum extent permitted by law.

18. RIGHTS OF THIRD PARTIES: These T&Cs do not create any right or benefit enforceable by any person not a party to them (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

19. JURISDICTION: These T&Cs shall be governed by and construed in accordance with the laws of England and Wales and the Promoter and all entrants to the Competition submit to the exclusive jurisdiction of the English Courts.