

DATE: 10.10.2022

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. TribeFire Studios' (the "Sponsor") "Summer Zest" (the "Contest") begins at 12:01 a.m., October 15th 2022 and ends at 11:59 p.m. December 15th 2022.

2. ELIGIBILITY: The Contest is open to legal residents of Namibia, over the age eighteen (18). The Contest is not open to:

2.1 directors, members, partners, agents, employees or consultants of **TribeFire Studios**, of companies or any supplier of goods or services in connection with the competition; and

2.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in above.

By entering, Entrants release the Sponsor and the Sponsor Partners from any responsibility and all liability whatsoever for any injuries, losses, death or damages of any kind caused by participation in the Contest or in connection with acceptance, possession, use, or misuse of any prizes provided pursuant to the Contest.

3. Agreement to Rules: By participating, Entrants agree to be fully and unconditionally bound by these Official Rules. Entrants represent and warrant that they meet the eligibility requirements set forth herein. In addition, Entrants agree to accept the decisions of Sponsor, as final and binding as it relates to the Contest.

4. How to Enter: To enter, Entrants must visit Instagram or TikTok and upload his/her video entry/entries based on this theme: "Summer Zest". The reel or video must be all original content, no shorter than 30 seconds, and no more than two (2) minutes long. Entrants that do not already have an Instagram or TikTok account are required to create one. After uploading the video(s) to the website/s, Entrants must register their submission(s) at <https://99fm.com.na/summer-zest> or <https://oneafrica.tv/summer-zest>. The Contest may be entered by submitting an entry using the online link/s above. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the Official Rules may be disqualified at the sole discretion of the Sponsor. Entrants may enter multiple entries.

All video submissions must be received by the December 15th deadline. The Sponsor is not responsible for late or unsuccessful attempts to enter. The Sponsor reserves the right to allow for minor fluctuations between the Entrant's timing device and the actual runtime of the submission on the Contest homepage, based on clear intent to comply with the Official Rules, as determined in the Sponsor's sole discretion. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the video submission, including releases from the submitting Entrant and any third parties appearing in the submission. Incomplete, corrupted, untimely or unintelligible entries will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, corrupted or otherwise destroyed, the Entrant's sole remedy is another entry in the Contest. The Sponsor reserves the right to determine in its sole discretion which entries have satisfied the entry requirements. Entrants may enter more than once, as long as all entries comply with these Official Rules, including, without limitation, the Video Submission Requirements below. **ELIGIBLE ENTRANTS MUST SUBMIT EACH ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

Video Submission Requirements:

- Must be submitted in a format that Instagram or TikTok accepts. Any other formats submitted and/or exceeding the time limit will be disqualified.
- Must comply with Instagram and TikTok terms of service and specifications for user submissions and/or video uploads, and as may otherwise be posted on the social media websites.
- Preferred formats for web submissions are summarised below;
 - Video can be downloaded from TikTok or Instagram (see 'How to download a reel or video from Instagram')
 - Aspect ratio: between 1.91:1 and 9:16 **(1080 pixels wide and 1920 pixels tall). A video or reel is viewed in vertical orientation.**
 - **Video should have sound.**

Videos must NOT:

- Contain material and/or conduct which is (or promotes activities which are), in the Sponsor's sole discretion, deemed to be illegal or involves an act of moral turpitude or is otherwise offensive or violates generally accepted standards of behaviour or otherwise leads Sponsor to believe or conclude that the public association with Entrant would tend to subject Sponsor to ridicule, contempt, embarrassment or scandal, including, without limitation, material and/or conduct that is sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), threatening, profane, or harassing.
- Contain material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright, trademark, patent or trade secret infringement. Without limiting the foregoing, video submissions must not include: (1) third party logos, trade dress, insignia, location signage, photographs, artwork, or sculptures; or (2) use music that is not originally written, performed, and produced by you, the Entrant. All music featured in any video must be available to publicise and broadcast on a license-free, royalty-free basis.
- Include third parties, including, but not limited to, minors, celebrities, and friends who have not expressly authorized Entrants to display their name, image, likeness, voice, performance, photograph, image and/or other likeness (collectively, "Name and Likeness") in any submitted video or otherwise use such Name and Likeness in accordance with these Official Rules.

By entering, each Entrant represents and warrants that his or her entry (and Sponsor's use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state or local laws, regulations or ordinances. Entrant further represents and warrants that he or she has secured the requisite consent from any person referenced or appearing in their entries. To the extent that anyone under the age of eighteen (18) appears in a video, Entrant represents and warrants that the minor's parent or guardian has consented to the minor's appearance in the video and the public display of the video on YouTube. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Video Submission Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest.

Entrants will retain copyright in their video submission, but each Entrant grants to Sponsor and the Sponsor Partners an exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit and disseminate the submission in all media or platforms whether now or any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Entrant also waives any and all moral rights in the submission with respect to any use by Sponsor or its Sponsor Partners.

6. JUDGING: The Judging will take place on December 16th 2022. A panel of judges ("Judges") selected by the Sponsor, in its sole discretion, will judge the entrants and select a Prize Winner(s) based on the following criteria:

- Best video: The entrant that was the most creative! He or she who shows an overwhelming amount of creativity based on the theme ("Summer Zest") as decided by the Judges.

7. WINNER NOTIFICATION AND ANNOUNCEMENT: The potential Winner(s), as determined by the Judges, will be notified by E-mail provided on or about December 16th 2022, and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, the Sponsor will select alternate Winner(s) according to the Judges' results. The potential Winner(s) will be required to execute and return a notarised Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") and other documents as required by the Sponsor within a reasonable amount of time, as determined by the Sponsor, in its sole discretion. If a potential Winner(s) cannot be contacted by phone or E-mail after the first attempt to contact him or her, or if he or she fails to sign and return the Affidavit within the required time period (if applicable), he or she will be disqualified and an alternate entry will be selected in his or her place from all eligible entries received according to the judging

criteria described above. Only one (1) alternate Winner selection will be made, after which any remaining prizes will remain unawarded.

8. PRIZES: One grand prize Winner will receive N\$10,000 in cash only. There will be additional prizes for entries made during the entry dates:

The specifics of the prize shall be solely determined by the Sponsor. No other prize substitution is permitted except at Sponsor's discretion. All prizes are not transferable. Any and all prize related expenses, including, without limitation, any and all local taxes shall be the sole responsibility of the prize winner. Sponsor does not make any warranties, express or implied, as to the condition, fitness or merchantability of the prizes.

Acceptance of prize constitutes permission for the Sponsor to use the Winner's Name and Likeness for purposes of advertising, trade and promotion without further notice, permission or compensation in any and all media now known or hereafter developed.

9. RIGHTS IN SUBMISSIONS: Each Entrant authorises the Sponsor, the Sponsor Partners, and any entities affiliated or in privity with the Sponsor to utilise, for eternity and in any manner they see fit, the video submitted to the Sponsor, and to make derivative works from such materials solely in connection with the Contest (i.e., to create promotional materials). Each Entrant releases the Sponsor and the Sponsor Partners from any and all claims or liability (now known or hereafter arising), including, but not limited to, any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's video submission, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Official Rules and the release forms.

By participating in the Contest and submitting a video, each Entrant hereby grants permission for the Sponsor and the Sponsor Partners to use Entrant's Name and Likeness for the purpose of advertising, trade and promotion without further notice, permission, or compensation in any and all media now known or hereafter developed throughout the universe. Except as required by law or permitted pursuant to these Official Rules, the Sponsor will not share an Entrant's personal information with any third parties.

10. TERMS: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, the Sponsor may select the recipients from all eligible entries received. Sponsor reserves the right at its sole discretion to disqualify any Entrant who tampers or attempts to tamper with the entry process, the operation of the Contest or the 99fm.com.na or oneafrica.tv websites and/or violates these Official Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering or voting in the Contest.

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ANY ATTEMPT TO DELIBERATELY DAMAGE THE OneAfrica or 99FM WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. By entering the Contest, Entrant agrees to receive email newsletters periodically from the Sponsor and the Sponsor Partners. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

11. Indemnification; Limitation of Liability: By entering, Entrant agrees to release and hold the Sponsor and the Sponsor Partners harmless from any liability, injury, death, loss, litigation, claim or damage of any kind to persons or property, in whole or in part, directly or indirectly, arising out of or related to (i) Entrant's participation in the Contest and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof, (ii) the use of Entrant's Name and Likeness for advertising, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, without compensation or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so; (iii) technical failures of any kind,

including, but not limited, to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorised human intervention in any part of the entry process or the Contest; (vi) electronic or human error which may occur in the administration of the Contest or the processing of entries.

12. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, exemplary, indirect, special or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the **99FM** and **OneAfrica** websites.

14. General T&C's: View the general TribeFire Studios Terms and Conditions here:
<https://tribefirestudios.com/terms-and-conditions>