

## **OFM Truck Talent / Trok Talent Competition**

OFM Truck Talent / Trok Talent 2025 is a competition designed to identify the next big singing talent from Central South Africa.

The winner of the competition will be awarded a recording contract and entered into an agreement with a record company for the recording of 1 (one) song only.

By auditioning for the OFM Truck Talent / Trok Talent 2025, you accept and agree that the terms and conditions as set herein are binding on you.

In consideration for OFM agreeing to make arrangements for the filming and recording of participant contribution to the Competition, participants hereby consent to the filming and recording of such contribution, the nature, and the content of which shall be fully understood, subject to the terms, conditions, and rules as specified.

- Auditions for The OFM Truck Talent / Trok Talent competition begin on 05 March 2025 and close, on 27 March 2025 or at the prerogative of OFM.
- Auditions take place every Thursday and Wednesday at predetermined locations
- Contestants must prepare 1 (one), 3-minute solo, in acapella form
- Contestants may be accompanied by 1 (one) acoustic musical instrument
- No bands, plug in or electric musical instruments or backtracks will be allowed
- Songs duration cannot be longer than 3 minutes
- The Judge's decision is final, and no correspondence will be entered into.
- Judges reserve the right to end the audition at their discretion and sooner than the prepared 3 minutes.
- Auditions will be captured via audio and visual means and no third-party rights including intellectual third-party rights must be infringed upon and/or violated.
- OFM may film, record, document and capture the audition to broadcast at its discretion
- The audition (including the video and audio) may be used as part of the competition.
- OFM may use your personal information submitted on your application to conduct such background checks that may be deemed necessary in participant discretion to confirm that you are a suitable candidate to participate in the competition
- If you are determined as a winner of the competition, you will be requested to, and hereby agree to, enter into a formal written contract of service with the allocated record company and/or studio,
- You acknowledge and agree that you will be disqualified from the competition and will forfeit all prizes, compensation or other rights that may have been inferred in terms of the competition, if you refuse to enter into the said service agreement after your announcement as a winner of the competition.
- OFM may at its discretion select a different winner in case a winner is disqualified as determined herein.

These terms and conditions will be construed, interpreted, and enforced in accordance with the laws of the Republic of South Africa.

Entrants must:

- Have a strong, singing voice
- Be relatable to people and carry personality
- Be presentable
- Be comfortable with the public (appearance)
- Sing in Afrikaans and/or English
- Must have a matric certificate
- Must be available to travel
- Have participant own mode of transport
- Must have arranged liberty to participant with their employer
- The winner must be available to participate, without restriction, for the full duration of the competition for up to 3 months after winning the OFM Truck Talent / Trok Talent 2025
- Must be available to take up a career in music

### **Term and conditions**

1. It is agreed that:

1.1 As of March 2025, the participant is over 18 years of age.

1.2 The contestant is a citizen or permanent resident of South Africa and in possession of a valid South African ID document.

2. The contestant agrees and warrants that they do not have any of the following agreements in effect (either written or oral / exclusive or non-exclusive) nor will conclude any such agreements during participant participation in the competition or for any agreed period thereafter:

2.1 A music recording contract;

2.2 A music publishing contract;

2.3 An agreement relating to the use of the contestant's name, voice, image, biographical details, and/or likeness;

2.4 A management contract;

2.5 Any other contractual agreement that would prohibit or restrict the contestant from fully participating in the Competition and/or entering into any contract required.

3. It is warranted that:

3.1 the participant is not involved in any disputes with any parties in relation to the agreements referred to above and that to the best of participant knowledge and belief, no parties have any claims against them in relation to the above agreements or with respect to participant participation in the competition, in general;

3.2 they are under no prohibition, whether contractual or otherwise, from participating in the competition;

3.3 participant participation in the OFM Truck Talent / Trok Talent competition will not infringe the rights of any third parties;

3.4 they have no criminal convictions of any kind whatsoever and there are no criminal investigations pending against them, and that they shall notify OFM should any criminal charges be brought against them;

- 3.5 they are fit and in acceptable mental and physical health and able to participate in the OFM Truck Talent / Trok Talent competition.
- 3.5.1 Should they be aware of any circumstances that might negatively impact the participant's health or safety, and of participants, crew, or any other person, they shall disclose these immediately to OFM.
4. They agree to make themselves available for interviews, auditions, publicity purposes and any event relating to and including the contest comprised in the competition and do what is reasonably expected of them to assist OFM with all the arrangements necessary for the OFM Truck Talent / Trok Talent competition. This will include, but will not be limited, to the following:
  - 4.1 following all reasonable instructions from OFM with regard to the participant's make-up, hairstyle, general appearance, and any other matters relating to participant participation in the competition;
  - 4.2 behaving in a professional and courteous manner; and
  - 4.3 observe all procedures and rules in force at any venues that they attend during participant participation in the competition.
5. They acknowledge that the judges' decision, in relation to the selection of the winner shall be final, and no reasons will be provided for such decisions.
6. They are and will remain free to travel without a chaperone, or any third party, in order to fulfil participant obligations in terms of this and any other agreement that they may be required to sign.
7. In the event that they are selected as a winner, they will make themselves available to OFM and its subsidiaries over a period of 6 (six) months for various publicity appearances and promotional appearances, free of charge.
8. They accept that all the publicity for the Competition will be managed and cleared by OFM and the record company, and that they may not make use of the services of independent publicists and public relations personnel until the agreed dates of the competition have ceased.
9. They understand and accept that:
  - 9.1 OFM has the unequivocal right, in its sole discretion, to disqualify them from participating in the OFM Truck Talent / Trok Talent competition at any stage;
  - 9.2 Notwithstanding OFM's general right to disqualify them as set out above, participants specifically accept that in the event that they do not comply with the Rules and Terms and Conditions set out in this document, in any manner whatsoever (including by breaching any warranty that has been made), OFM shall have the right to disqualify the contestant, at any stage, after learning of the failure to comply.
  - 9.3 In addition, notwithstanding OFM's general right to disqualify the contestant as set out above, should there be a dispute as to whether they have or have not complied with, in the Rules and Terms and Conditions (including any warranty that the contestant has made), OFM shall not be obliged to resolve such dispute or, if such a dispute exists between the contestant and a third party, to wait for such dispute to be resolved with such third party. In the circumstances of there

being a dispute, it is accepted that OFM shall be entitled to disqualify the contestant, at any stage, after learning of the dispute.

10. They indemnify OFM against any claims, damages, harm, or losses suffered by them, OFM and OFM's affiliates or any third parties of whatever nature, arising out of participant failure to adhere to the terms contained in this form.
11. It is understood and accepted that the following additional rules shall apply to the competition:
  - 11.1 At any point of the Competition, as decided by OFM in its sole discretion, if they are a winner, will be presented with further agreements from the record company who is appointed to conclude an agreement with the winner in the competition. In terms of the agreements, the winner may be required to grant an agent the right to book performances and to grant the appointed record company an exclusive option to conclude an artist agreement and / or singles agreement with the winner for services as an exclusive recording artist, and in relation to services as an entertainer in the entertainment industry.
  - 11.2 The above agreements may affect the winner's career on a long-term basis. For this reason, it is understood that as a winner, the contestant will be afforded a period (5/five - working days) after the agreements are presented to obtain legal advice in relation to the agreements, should they so desire.
  - 11.3 It is understood that the winner will be required to conclude the above agreements with OFM and the appointed record company. If not, within the period required, for any reason whatsoever, OFM shall have the right to immediately disqualify the winner from further participation in the OFM Truck Talent / Trok Talent competition.

With full title guarantee participants hereby assign irrevocably to OFM (including present assignment of future copyright) the entire copyright and all other right of whatsoever nature in and to participant performance, auditions and contribution to the competition and exclusively grant OFM the right to use participant name, image, likeness and any filmed contributions on the competition such that OFM shall be entitled to exclusively use and exploit and assign and license others to use and exploit participant contributions by all means and in all media and formats whether now known or hereafter invented throughout the universe for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore participants grant irrevocably all consent and waivers as required pursuant to the copyright designs and patents legislation and regulations and other intellectual property legislation in force in the Republic of South Africa (and any amendment to re-enactment thereof) (the "Acts") and under all similar laws in any part of the world that may create rights in participant appearance on the competition to enable OFM to make fullest use of the Competition without restriction and without any payment.

Without limiting the foregoing in any way, OFM and any assignee shall be entitled to:

- Alter, adapt or make additions to or deletions from the competition (and contestant appearance thereon) at its discretion and hereby unconditionally and irrevocably waive the benefit of any provision of law known as "moral rights" prevailing now or in the future in any part of the world;

- Make and exploit and to authorise the making and exploitation of any recording or fixation of participant appearance separately from or in conjunction with the competition throughout the universe in perpetuity in all media whether now known or hereafter invented;
- Include contestant's name, image, likeness, voice, biographical details, photographs, and recordings of interviews, separately from or in conjunction with the competition in all media and formats throughout the universe including but not by way of limitation in advertising, publicity, and exploitation material.
- Participants acknowledge that no fees will be payable to participants in respect of the broadcast of the competition (containing contributions) and no repeat fees will be payable to participants in respect of any subsequent rebroadcast or retransmission or any other use by OFM of the competition or any part thereof.
- OFM and any assignee or licensee shall not be liable to the contestant or participant legal representative for any loss or damage or injury to the contestant or participant property caused by or suffered during or in connection with participant taking part in the competition unless caused by the gross negligence of OFM and recoverable on that ground following judgement of a competent court of final judgement.
- Participants agree not to disclose to any third party (other than professional advisors) any information relating to the competition or the affairs of OFM or any assigned company which may come to the participants knowledge during or in connection with the participants participation in the competition.
- OFM may assign participant services and all other rights in contribution to and participation in the competition to any other third party.

The Courts of South Africa shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in these terms and conditions (and release) which shall be interpreted according to the laws of the Republic of South Africa.

### **Indemnity**

You hereby indemnify OFM, it's sponsors and record company, participant subsidiaries and affiliated companies, participant officers, agents, directors and employees against any costs or damages (including consequential damages and pure economic loss) that may be incurred by OFM and it's sponsors and the record company as a result of claims or charges made against OFM and it's sponsors and record company (whether at the instance of the third party or yourself) for infringement of any right, whether the claim or action arises from delict or contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by OFM, it's sponsors and record company or yourself of its/your rights or the fulfilment or breach by yourself of your obligations in terms of the competition and such indemnity shall extend to the reasonable costs that may be incurred by OFM, it's sponsors and record company in defending any action instituted against it.

Except for any liability that cannot be excluded by law, OFM, it is sponsors and record company, participant subsidiary and affiliated companies, participant officers, agents, directors, and employees exclude all liability including negligence for any loss or damage whether direct, indirect, special, or consequential, any costs or damages arising in any way out of this competition.

You warrant that:

- You understand and accept the terms and conditions contained herein and agree to be bound to these terms and conditions.
- You have the legal capacity to participate in the OFM Truck Talent / Trok Talent / Truck Talent competition.

### **OFM General Competition Terms and Conditions**

All OFM competitions are conducted in accordance with the provisions of Section 54 (1) of the Lotteries Amendment Act (46 of 2001) and in accordance with the Consumer Protection Act of 2008.

OFM competitions are open to all South Africans listening, or tuning in, within OFM's broadcast area, unless otherwise stated. Competitions are not open to employees, agencies, prize sponsors or contractors of OFM, AME and Central Media Group or any person directly or indirectly involved in the organisation or running of the competition or participant immediate family members.

OFM, AME and Central Media Group and the prize sponsors (and/or participant respective agencies) cannot be held responsible for any accident, injury, or loss of property experienced as a result of winning, accepting, and/or utilising prizes won.

In addition, OFM, AME, and Central Media Group and the prize sponsors (and/or participant respective agencies) will not be held liable for entries not received for any reason whatsoever and will not be responsible for network connectivity, delivery of communications, or hardware issues experienced while participating.

By participating in the promotion, the winner(s) agree(s) to have the winner(s) name, voice and likeness used in any advertising or broadcasting material relating to the promotion without additional financial or other compensation.

If for any reason this promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorised intervention, fraud, technical failures, weather or any other causes beyond the control of the station that corrupt or affect the security, administration, fairness, integrity or proper conduct of the promotion, or if the promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the station reserves the right to cancel, terminate or modify the promotion.

The station, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. Failure to comply with the rules of the promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If the station makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the promotion, the station reserves the right to disqualify that entrant from entering and/or winning future promotions and to fully prosecute and seek damages permitted by South African law.

OFM reserves the right to make changes in the rules of the promotion, including, without limitation, the substitution of a prize of equivalent value.

By entering OFM's competitions, interacting on OFM's digital platforms via SMS, Telegram, email, social media and the website, persons consent to the personal information they provided to be securely shared with relevant staff in order to execute the competition and award prize.

Specific opt ins to authorise sharing of information with third parties as well as the purposes will be explicitly made available on forms.

No person may enter the same or any other competition hosted partly or in whole by OFM within sixty (60) days of winning the same or any other competition hosted partly or in whole by OFM.

This rule also extends to the immediate family or household members of the winner. The judges' decision is final and no correspondence will be entered into.

Prizes other than cash are not transferable, cannot be deferred or exchanged for cash and are not negotiable.

Entrants participating for cash prizes need to be 18 years or older.

Winners use and accept prizes at own risk.