

TERMS & CONDITIONS (“The Rules”)

1. General:

- 1.1. The ‘Battle of the Bands’ will run strictly from Monday 1 April 2024 until 16 August 2024.
- 1.2. The participating sponsors are Universal Music and Oosthaven’s Music.
- 1.3. The "Radio Station" advertising the competition is GROOTfm 90.5
- 1.4. The ‘Battle of the Bands’ will be governed by and subject to the general and competition terms and conditions of GROOTfm 90.5, Universal Musiek and Oosthavens Music, which can be found at www.grootfm.co.za, and are supplemented by the rules hereinafter set out. Any person who enters the Competition (an “Entrant”) will be deemed to have read and understood the applicable Rules, Terms and Conditions and will be bound thereby.
- 1.5. The decision of GROOTfm 90.5 at any stage in respect of any aspect of the competition shall be final, not subject to review and no negotiations will be entered into with any person who wish to challenge a decision made by GROOTfm 90.5.

2. Details of the Competition:

- 2.1. Entrants will only qualify for participation if they enter and are registered as participants between Monday 1 April 2024 (the “Opening Time”) and on Sunday 30 June 2024 (the “Closing Time”). Entries received after the closing time will not qualify to participate in the competition.
- 2.2. Participation in the competition will require entrants to disclose personal information. It is essential for the competition that personal information be processed for purposes of conduct of the competition and for promotional activities relating to the competition and in respect of the prize at stake. By entry for participation the entrant’s consent to processing of their personal information which will be executed with due regard for the provisions of the POPI Act. Should an entrant not wish for the information required to be processed he/she should not proceed to participate in the competition.
- 2.3. The competition is aimed a specific target audience. Due to the nature of the prize eligibility requirements must therefore be met for registration as a participant in the competition.

- 2.4. Insofar as entry and participation involve use of electronic or social media prospective entrants accept and acknowledge that standard network rates will apply to all such communications irrespective if an entry is received timely or not or whether an entrant is found to be eligible for participation or not.
- 2.5. To enter the Competition an Entrant must between the Opening Time and Closing Time of the competition Complete the Battle of the Bands form on www.grootfm.co.za. There will be a number of fields to complete and to finalize the application a landscape cell phone video without any editing needs to be uploaded. All questions must be answered truthfully to evaluate an Entrant's eligibility for participation. Should an entrant upon initial entry not meet the eligibility standards, such entrant may submit a new entry if he/she can overcome the eligibility obstacle(s) within the remaining period before the Closing Time of the competition. Eligible entrants will be registered for participation in the GROOTtrek Battle of the Bands. Only registered participants will qualify for participation.

Entrants are reminded that:

- a. should any of the answers given upon entry subsequently be found to have not been truthful such entry will be disqualified.
 - b. participants will be required at own risk and cost to maintain their eligibility for participation and for the prize subsequent to registration for participation. GROOTfm 90,5 and the sponsors will not be liable for any loss of any nature or of opportunity that may occur by virtue of failure on the part of a participant to maintain eligibility standards.
- 2.7. The competition will start 1 April 2024 and participants will be able to enter until 30 June 2024. The finalist will be announced 3 July 2024 during Die GROOTtrek between 3pm and 6pm. Finalist will be asked to sign a confidentiality disclosure agreement.
 - 2.8. Another elimination round will happen between 3 July 2024 and 5 July 2024. This will determine the Top 5 bands. All members of the top 5 will need to be present at Universal Music studio in Rosebank on 11 July 2024 for recording of their original song. If for any reason whether personal or work related, a finalist cannot be in studio on the specified date and time, he/she will not be considered for the final draw. Travel to and attendance of the studio venue will be at the own cost of the relevant finalists.

- 2.9. The top 5 band members will each have a chance to do a profile interview on Die GROOT Trek starting 29 July 2024 until 2 August 2024. The interview will include the recorded song of the band and will also be placed on GROOTfm 90.5 digital platforms.
- 2.10. The winner of Battle of The Bands 2024 will be announced 16 August 2024 further information will be communicated.

3. Eligibility:

- 3.1. Entrants must be a band of minimum 2 members, ages between 13 and 30, for eligibility to enter the Competition.
- 3.2. Entry video must be taken by a cell phone, landscape and no editing of the footage is allowed.
- 3.3. By accepting the T&C's you agree that you/parents/guardians of band member have given consent to participate in the competition.

4. Prize (Full and final non-negotiable)

- 4.1. Universal Music agrees that it shall offer the Artist a 3 (three) single recording deal with the option to enter into an agreement for the Artist's exclusive services as a recording artist. The abovementioned option shall be exercisable at Universal Music's sole discretion. ("the Prize") of Universal Music. R20 000 Oosthaven's Music voucher valid for 6 months.
- 4.2. All entrants, by default give GROOTfm 90.5 and its partners permission in their sole discretion to use, for publication on social media or any other media as needed/wanted for promotional purposes and PR value, photos taken and/or videos recorded at any time during the competition and exploitation of the prize.
- 4.3. Universal Music shall have the right of first negotiation to exclusively sign the selected top 5 (five) artists of the competition (inclusive of the Artist) on an all rights basis (i.e. including all recording, live performances and non-recording related rights and services)