



## **M-NET / MY KITCHEN RULES SOUTH AFRICA SERIES 4**

### **TERMS & CONDITIONS FOR APPLICATION**

You are applying to be considered as a contestant in the television Programme titled My Kitchen Rules South Africa Season 4 (the “Programme”) which PICTURE TREE PROPRIETARY LIMITED (the “Producer”) intends to produce after being commissioned by ELECTRONIC MEDIA NETWORK PROPRIETARY LIMITED (“M-Net”).

Should your submission be shortlisted by M-Net, in its sole discretion, you will be advised by the Producer and more information will be requested from you via electronic communication and a telephonic interview.

Please ensure you meet the Terms and Conditions as set out below before you start completing the Application Form (this “Application Form”). 1. Then fill out the online application form with your partner with as much accurate and honest detail as possible. Be sure to upload photos and videos of yourselves as instructed in the application – be ready to cook and show us what you’ve got!

#### PLEASE READ AND AGREE TO THESE TERMS AND CONDITIONS:

1. Application for participation is only available online via [www.mnet.tv/mkrsa](http://www.mnet.tv/mkrsa)
2. Applications open at midnight on 5 April 2022 and close at midnight on 8 May 2022.
3. The Producer reserves the right to extend the closing date or reopen entries according to the needs of the Programme.
4. Any entries received after the closing date will not be considered, irrespective of the reason for such delay.
5. Both members of the team must be 18 years old by or on 30 April 2022 to participate in the series.
6. Both members of the team must be South African citizens or have a valid permit or permanent residence status in the country of South Africa.
7. Applications are only valid if submitted correctly on the application platform.
8. A valid submission of your application constitutes your binding acceptance of the terms and conditions contained herein.
9. Multiple entries per team are not permitted.
10. If any of the Terms and Conditions are not adhered to, your application will be considered incomplete and will be declared null and void.
11. It is your responsibility to ensure that any information you provide to us in this application is accurate, complete and up to date.
12. You will only be contacted by the Producer team should your application be shortlisted. If you have not heard from the Producer by 30 May 2022, you should consider your application unsuccessful. No further communication will be entertained.
13. If your application is shortlisted, you will be required to sign a release and participation waiver granting consent to be part of the next phases of the Programme audition.
14. Next phases of the selection process will involve applicants answering further questions, taking part in interviews, and a visit to your home/s by M-Net and the Producer.
15. Successful candidates will need to be available to shoot during the periods: 21 June 2022 and 1 September 2022, without exception.
16. Filming will happen at homes around the country in the first period and at a single location for the second period (see point 15). You must be exclusively available to participate in the recording of the Programme over this time, which may change due to any circumstances.
17. You will be paid a stipend each day that you are on location, and a per diem when away from home.



18. By submitting your application, you are granting M-Net and the Producer permission to use your information to promote the Programme on any platform of its choice. You agree that your application may be edited, modified, added to or deleted, juxtaposed with any other material and that any other changes to the application may be made at the sole discretion of M-Net. You agree further that M-Net may use your name, image, likeness, any photograph, voice, sobriquet, and signature in connection with your application and/or the Programme.
19. All publicity, digital and social media activity around your involvement in the Programme will be done by M-Net from the date of your audition until three months after the final broadcast of the series, unless otherwise indicated by M-Net.
20. M-Net, its affiliates and the Producer are not responsible for any applications which are not captured, regardless of the cause thereof or any responses/entries which are not received whether timeously or at all, regardless of the cause thereof.
21. M-Net, its affiliates and the Producer are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical or on the internet, telephone lines, or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
22. M-Net, its affiliates and the Producer are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to the application.
23. M-Net, its affiliates and the Producer are not responsible for any errors and/or omission in any information submitted by you.
24. M-Net, its affiliates and the Producer will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by you or any other third party as a result of your participation in this call to application audition process or the acceptance and/or use by you, or your partner (if applicable), of anything relating to this call to application audition process or by any action taken by M-Net, its affiliates and the Producer in accordance with these terms and conditions or whether arising from your infringement or violation of any third party rights including intellectual proprietary rights.
25. M-Net and its third party suppliers (including the Producer), as the case may be, reserve the right to vary, postpone, suspend, or cancel this call to application and/or any aspect thereof, without notice at any time, for any reason which M-Net deems necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this call to application and acknowledge that you will have no recourse against M-Net, its affiliates, the Producer and third party suppliers. M-Net reserves the right to allow participation in the Programme, or amendment of any other aspect thereof, to postpone, suspend or cancel the Programme or such participation for whatever reason M-Net may deem fit. In terms of such amendment, postponement, suspension or cancellation, you waive any rights, interests or expectations that you might have in relation to the application and acknowledge that you will have no right of recourse against M-Net, its affiliated companies or third-party service providers
26. Under no circumstances shall M-Net, its affiliates and the Producer be liable to anyone who participates in the production of the Programme for any indirect or consequential loss howsoever arising which may be suffered in relation to your participation in the production of the Programme, whether as a result of any negligent act or omission or any default on the part of the Producer or otherwise.
27. You warrant that in making your video, no third-party rights including intellectual third-party rights were infringed and/or violated. M-Net shall be entitled to exploit the videos on all



owned and affiliate platforms as part of the Programme or for promoting of the Programme in perpetuity and without remuneration to you. Neither shall you make any use of the uploaded videos until the expiry of 12 months after this application.

28. You warrant that you have the capacity to agree to these Terms and Conditions and further that if successful, you are at complete liberty to participate in the Programme and to comply with these Terms and Conditions and that doing so will not infringe upon the rights of any other person. You further warrant that the information you have provided is true and accurate. The Producer or M-Net may disqualify you should you breach the aforesaid warranties.
29. By participating in this application, you accept and agree to abide by these rules, Terms and Conditions set out herein and such rules and conditions that the Producer or M-Net may issue in relation to further phases of The Programme from time to time.
30. These Terms and Conditions are governed by South African law and the South African dispute resolution fora (courts or arbitration bodies) shall have sole and exclusive jurisdiction in respect of all matters (including disputes) arising here from.

I hereby acknowledge and confirm that:

31. By participating in this application process, I consent to the use of any personal information supplied to M-Net, its affiliate, the Producer, and the MultiChoice Group of Companies for the purposes of establishing whether I am a suitable candidate for the production of the Programme.
32. If I am invited for any further auditions but not selected as a contestant, I hereby assign irrevocably to the Producer and M-Net, the entire copyright and all other rights of whatsoever nature in and to my audition and contribution to the Programme whether now in existence or arising in the future, including without limitation, my performance, any comments ascribed to me (whether as part of the audition, any psychological testing, any interview and any inclusion of my photographs, likeness, profile, voice, sound effect, caricature, literary, artistic and musical materials and the like for purposes of the Programme and/or any related publicity, research and marketing, which the Producer and M-Net accept. M-Net, its affiliates, licensee and assignees shall therefore be entitled to use and exploit and license others to use and exploit such contributions, in whole or in part, by all means and, in all media, manner and formats whether now known or hereafter invented throughout the world and in perpetuity.
33. I have read and agree to be bound by the conditions set out in this document entitled MKRSA4 TERMS & CONDITIONS.
34. I will answer all the questions on the application form fully, honestly and accurately and I confirm I will not mislead or attempt to mislead the Producer and/or M-Net in any way as to my identity, experiences or in any other way.
35. If any of the information I have given in the application form is found to be false, the Producer and/or M-Net will be entitled to exclude me from the Programme audition process.
36. If I am short listed by the M-Net, its affiliates and the Producer, I am prepared to undergo psychological and medical screening. I understand that the full details of this will be explained to me in advance.
37. Even if I am short-listed, I also agree to authorise the Producer and/or M-Net to conduct background checks in order to verify any of the information I have supplied. I understand that consenting to these checks is no guarantee of being chosen to participate.
38. Even if I am selected as a contestant, the Producer and/or M-Net have no obligation to produce the Programme and even if the Programme is made there will be no obligation on Mnet or the Producer or any broadcaster to broadcast the Programme;



39. All decisions by the Producer and/or M-Net concerning selection of the contestants are final and no reasons will be given. I agree not to challenge or appeal against those decisions.
40. I will keep strictly confidential and will not, without the prior written consent of the Producer and/or M-Net, at any time from the date I sign this application form and for twelve (12) months following the first transmission on television in South Africa of the final episode of the Programme disclose, publish or reveal to any person any incident, conversation or information concerning the series or the audition/selection process which comes to my knowledge as a result of my inclusion in the selection process, if selected, nor other information relating to the Producer or M-Net acquired by me during this period, without consultation with the publicity arms of either the Producer or M-Net.
41. If I am selected to participate in the Production, I agree to enter into a formal agreement with M-Net, the Producer and/or any other relevant party, the terms and conditions of which will be necessary to protect the rights of the Producer and/or such other entity involved in the Production
42. I am not an employee of M-Net, the Producer or their affiliates.
43. I am not related to anyone at M-Net, the Producer or their affiliates Employees.