

Big Brother Mzansi Season 3 Competition Terms and Conditions

Standard Terms and Conditions

Introduction

1. These are the standard terms and conditions for competitions conducted or promoted by or in association with MultiChoice and are available at www.mnetcorporate.co.za and mzansimagic.tv/bigbrother

Competition terms and conditions

2. Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons (“your partner”).
3. The competition is not open to;
 - 3.1. directors, members, partners, agents, employees or consultants of MultiChoice or any supplier of goods or services in connection with a competition; and
 - 3.2. the spouse, life partner, business partner or associate, dependent, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above; and
 - 3.3. entrants under the age of 18 without the prior written permission from their parents or guardians before entering.
 - 3.4. persons who have won a competition promoted by Multichoice within the past six months. Should you enter a competition within six months of winning in a previous competition, you will not be entitled to any prize. You will be eligible to participate in a competition promoted by Multichoice after the expiry of six months after the date on which you won the last competition.
4. If you use a mobile phone for entry into the competition, the telephone calls/text messages you make will be charged at the prevailing rates, which may vary from time to time. "Free" minutes under a cell-phone contract do not apply.
5. It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof.
6. Without limitation, we and our affiliates 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, web site or other device or medium), or any combination thereof, or any other technical or other problems.

7. We and our affiliates 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 competition.
8. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
9. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. MultiChoice will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.
10. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that;
 - 10.1. your entry or participation in the competition will necessarily result in you winning a prize;
 - 10.2. a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or
 - 10.3. a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
11. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
12. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
13. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
14. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, as regards international travel, a valid passport and all necessary visa and travel documentation, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
15. The winners will be notified by means of the contact details provided to us., if the winner is unable to return a validly completed confirmation of acceptance letter within 30 days of been contacted or if the winner is unable to collect the prize within 60 days of receipt of a validly completed confirmation of acceptance letter, the winner will forfeit the prize and we reserve the right to re-vote a new winner under the same conditions in respect of the competition in question.
16. In the event that you win a prize and you agree to the publication of your name and/or appear in person in the electronic media and the print media and/or, to endorse, promote or advertise our goods or services, then Multichoice will make such further arrangements with you but no fee will be payable to you for such appearance.
17. You are required to provide us with such additional information as we may reasonably require in order to process and facilitate your acceptance and/or use of a prize.

18. In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. MultiChoice will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.
19. We reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, at any time, for any reason which we deem necessary. Any such variation, postponement, suspension or cancellation will be published, as soon as reasonably possible, through mzansimagic.tv/bigbrother
20. Prior to winning, in the event of such variation, postponement, suspension or cancellation, you agree, to the extent permitted in law, to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.
21. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
22. We and our affiliates 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 your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.
23. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.
24. You acknowledge that the acceptance and use of a prize is subject to the conditions that;
 - 24.1. All of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;
 - 24.2. You will take full responsibility for the actions of your partner;
 - 24.3. You indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize; and
 - 24.4. Any minor will be accompanied by a parent or legal guardian.
25. If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have;
 - 25.1. You will be automatically disqualified from entering or you will forfeit any prize/s (in the event that you have already won a prize);
 - 25.2. You will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of

our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and

- 25.3. You indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.
26. For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
27. MultiChoice and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.

Opt-in mechanism

28. Sponsor Marketing Opt-in. By choosing to receive correspondence from a sponsor, voters agree to receive marketing or promotional material from the sponsor and/or any of their associated or affiliated companies. No participant in the Big Brother Mzansi voting is in any way obliged to enter into a contract of any kind with the sponsor and/or any of their associated or affiliated companies.
29. Broadcaster Marketing Opt-in. By choosing to receive correspondence from the MultiChoice, voters agree to receive marketing or promotional material MultiChoice and/or any of their associated or affiliated companies. No participant in the Big Brother Mzansi voting is in any way obliged to enter into a contract of any kind with the MultiChoice and/or any of their associated or affiliated companies.

Voting mechanism

30. Interactive audience voting has been set up on behalf MultiChoice to enable Big Brother Mzansi viewers to vote for their favourite housemate whom they would like to see win the Big Brother Mzansi competition.
- 30.1. The voting has been set up to encourage viewer participation in the show and give them a say in the outcome of the show.
31. Voting may be via the Big Brother Mzansi website, the mobile site and via the MyDStv app only. MyDStv App voting is open to active DStv subscribers in South Africa Only with eligible rewards levels only. (refer to the voting platforms and number section).
32. Subscribers with a single mobile number which might be linked to multiple smartcard numbers will be given the highest available voting token based on their available package information i.e. if the subscriber has both Compact and Premium packages, the highest package available is Premium, therefore the customer will be given the Premium voting token.

33. Subscribers with multiple smartcards or subscriptions who wish to vote using all available smartcards, must register each smartcard number on the voting system separately with a unique mobile number, which can be verified via OTP.
- 33.1. Voting via the website and the mobile site will be available on **mzansimagic.tv/bigbrother** and data costs of the Internet Service Provider will apply.
34. To vote via the website and the mobile site, you will need to register with your name, surname, email, year of birth, gender, location and cell phone number via an One Time Pin (OTP) and choose a password for your user profile.
35. Registered user profiles may log-in and vote ONLY with up to 10 devices. Each user may access ONLY up to 10 verified profiles per device. Further details in respect of how to register can be found on **mzansimagic.tv/bigbrother** when a vote period is live.
36. To vote via the MyDStv app, you will need to download the app from the Google Play or the Apple store. Voting on the MyDStv app is open to active DStv subscribers in South Africa only with eligible rewards levels only (refer to the voting platforms and number section).
37. All voting information will be clearly communicated in the programme. All personal information provided to us at the time of registration will be kept secure and confidential and will not be used for marketing purposes without your prior consent.

Voting Platforms and number of votes:

38. Voting is limited per voting period and voting platform as follows:
- **Mobile Site** - 100 votes per person on this platform
 - **Website** - 100 votes per person on this platform
 - **MyDStv app** – votes per person are allocated based on your eligible rewards level on this platform (For active MyDStv subscribers in South Africa with eligible rewards levels only).

Platforms	Countries
MyDStv App	South Africa Only
Website	Angola, Botswana, Democratic Republic of the Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, Zimbabwe
Mobile Site	Angola, Botswana, Democratic Republic of the Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, Zimbabwe

Vote limits based on bouquet packages

39. Voting is limited per voting period and rewards levels as follows:

Rewards Level	MyDStv (Active subscribers only)
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Premium Starter	250
Premium Rising Star	500
Premium Super Star	1000
Premium Legend	2000
Compact Plus Starter	250
Compact Plus Rising Star	500
Compact Plus Super Star	1000
Compact Plus Legend	2000
Compact Starter	250
Compact Rising Star	500
Compact Super Star	1000
Compact Legend	2000
Family Starter	250
Family Rising Star	500
Family Super Star	1000
Family Legend	2000
Access Starter	250
Access Rising Star	500
Access Super Star	1000
Access Legend	2000
EasyView Starter	250

40. On the mobile site, website, MyDStv app platforms, each participant may only vote from up to a maximum of ten verified profiles per device. Votes that are identified as received in excess of ten verified profiles per device will be disqualified.

Voting Availability:

41. Voting will start after the nomination show on Monday 20:00 (CAT) and closes on Thursday 22:00 (CAT) except the pre- finale which will close on the Friday. Voting period for the series is set out below:

Open		Close		Show Description
Date	Time	Date	Time	
Monday, 31 January 2022	20h00 (CAT)	Thursday, 03 February 2022	22h00 (CAT)	Live 1
Monday, 07 February 2022	20h00 (CAT)	Thursday, 10 February 2022	22h00 (CAT)	Live 2

Monday, 14 February 2022	20h00 (CAT)	Thursday, 17 February 2022	22h00 (CAT)	Live 3
Monday, 21 February 2022	20h00 (CAT)	Thursday, 24 February 2022	22h00 (CAT)	Live 4
Monday, 28 February 2022	20h00 (CAT)	Thursday, 03 March 2022	22h00 (CAT)	Live 5
Monday, 07 March 2022	20h00 (CAT)	Thursday, 10 March 2022	22h00 (CAT)	Live 6
Monday, 14 March 2022	NO VOTING			Live 7
Monday, 21 March 2022	20h00 (CAT)	Thursday, 24 March 2022	22h00 (CAT)	Live 8
Monday, 28 March 2022	20h00 (CAT)	Friday, 01 April 2022	22h00 (CAT)	Live 9
Sunday 03 April 2022	Finale Show			

42. Votes made or received outside of these times will not be counted since they would be received after the relevant voting period closes.
43. MultiChoice reserves the right, where necessary, to change, suspend, withdraw or re-set these voting terms and conditions. Where MultiChoice does change the voting rules, this will be advertised on the relevant Platforms. The information will also be published on the Mzansi Magic website **mzansimagic.tv/bigbrother**.
44. MultiChoice reserves the right to disqualify votes if it has reasonable grounds to suspect that fraudulent voting has occurred or if it considers that there has been any attempt to manipulate the voting fraudulently.
45. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
46. After the lines have closed, the result of the vote will be established from all valid votes received.
47. MultiChoice, M-Net and the producers of Big Brother Mzansi Season 3 including their holding and subsidiary companies, employees, agents, sponsors and sub-contractors ("the indemnified persons") do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any mobile network, system, server, provider, software or otherwise which may result in any vote being lost or not properly received, registered or recorded or not being received on or before the closing time of the relevant voting periods.
48. MultiChoice is committed to operating fair viewer voting and to preventing abuse of its systems, as well as those of its agents and sub-contractors. However, MultiChoice does not guarantee that the mobile networks and other networks used in connection with voting will be free from errors or omissions nor that they will be available, uninterrupted and in a fully operating condition.

49. In the case of system failure or repair or for reasons beyond the reasonable control of MultiChoice, the system and/or voting service may be suspended temporarily but will also be published on the Mzansi Magic website **mzansimagic.tv/bigbrother**
50. The indemnified persons will not be liable to any person in the event that all or any part of the system and/or voting service is discontinued, modified or interrupted in any way.
51. You hereby indemnify MultiChoice and any affected third-party from all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in connection with your participation in the voting in terms hereof, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction and (b) any theft, unauthorised access or third party interference.
52. MultiChoice will not have a say in the outcome of the Big Brother Mzansi winner's vote. In the event that the vote outcome cannot be reasonably determined (due to a technical failure or other circumstance beyond M-Net's reasonable control and the data is irrecoverable), then MultiChoice reserves the right to use its discretion to make any decision that is necessary under the circumstances to ensure fairness to all affected parties or postpone the result show or exclude the results from the system that failed, unless the data can be recovered.