



sport, arts & culture

Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

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DEPARTMENT OF SPORT, ARTS AND CULTURE

TERMS OF REFERENCE

SUBJECT: YOUR VOICE. YOUR SPORT. YOUR MOMENT COMPETITION.

To promote youth participation in sport, identify and showcase emerging sports broadcasting and presentation talent, and encourage meaningful public engagement with the South African Sports Awards.

The Competition seeks to provide eligible young South Africans with an opportunity to demonstrate their knowledge, communication skills and passion for South African sport through a fair, transparent and merit-based competition.



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Inspiring A Nation Of Winners



1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context indicates otherwise—

"Adjudication Panel" means the panel of suitably qualified persons appointed by the Department to evaluate eligible entries and shortlist finalists in accordance with these Terms and Conditions.

"Applicable Legislation" means all legislation applicable to the administration of the Competition, including but not limited to the Constitution of the Republic of South Africa, 1996, the Consumer Protection Act, 2008 (where applicable), the Protection of Personal Information Act, 2013, the Promotion of Access to Information Act, 2000, the Electronic Communications and Transactions Act, 2002, and any other legislation applicable to the Department or the Competition.

"Competition" means the **Your Voice. Your Sport. Your Moment Competition** organised and promoted by the Department of Sport, Arts and Culture in partnership with SABC Sport.

"Competition Period" means the period commencing on the official opening date and time of the Competition and ending on the official closing date and time, including any subsequent adjudication, public voting and winner announcement periods, as published by the Department.

"Department" or "DSAC" means the Department of Sport, Arts and Culture of the Republic of South Africa.





"Entry" means a valid submission made by a participant in accordance with these Terms and Conditions, including the completed entry form and accompanying video.

"Finalist" means a participant whose entry has been shortlisted by the Adjudication Panel for participation in the public voting stage of the Competition.

"Official Communication Platforms" means the official website, verified social media accounts, media releases and any other communication platforms designated by the Department for purposes of administering and communicating information relating to the Competition.

"Participant" means a person who submits a valid entry in accordance with these Terms and Conditions.

"Personal Information" bears the meaning assigned to it in section 1 of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

"POPIA" means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), as amended from time to time.

"Prize" means the prize described in clause 8 of these Terms and Conditions.

"Public Vote" means the voting process conducted by the Department through the platform designated by the Department for purposes of determining the winning participant from among the shortlisted finalists.





"SABC Sport" means the sports broadcasting division of the South African Broadcasting Corporation SOC Limited, acting as the official broadcast and media partner for the Competition.

"Terms and Conditions" means these Terms and Conditions governing participation in the Competition, as amended from time to time by the Department in accordance with these Terms and Conditions.

"Winner" means the participant declared the successful entrant in accordance with these Terms and Conditions.

- 1.2 Words indicating any gender shall include the other gender. Words indicating natural persons shall include legal entities (incorporated or unincorporated) and *vice versa*.
- 1.3 Words indicating the singular shall include the plural and *vice versa*.
- 1.4 Where in any definition rights and/or obligations are conferred and/or imposed, same shall be regarded and effect given thereto as a substantive provision of this Terms of Reference.
- 1.5 Where any definition is contained in any clause (or sub-clause) the meaning/s ascribed shall apply when used elsewhere in this Terms of Reference, unless in the context a contrary intention is expressly indicated.
- 1.6 The terms, conditions, rights, warranties, promises, undertakings, covenants, obligations and provisions contained, conferred or imposed under this Terms of





Reference (and all of which are, for the purposes of this clause referred to as “provisions”) are severable and divisible as to each provision or part thereof, and should any provision be found to be invalid or unenforceable by a competent Court (or by an arbitrator or arbitrators appointed in terms of this Terms of Reference), the remaining provisions or parts thereof shall remain of full force and effect.

- 1.7 Where any particular number of days is provided for the doing of any act for any purpose, the reckoning shall exclude the first day and shall include the last day. A “day” means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa. Unless the context indicates otherwise, any reference to a number of days shall be a reference to a continuous period.
- 1.8 Where any amounts are referred to in numerals and in words, in the event of any conflict, the amount referred to in words shall prevail.
- 1.9 Annexures to this Terms of Reference shall be deemed to be incorporated in and form an integral part of this Terms of Reference.
- 2.1 A reference to any statute shall be construed as a reference to that statute as at the Signature date and as amended or replaced from time to time.
- 2.2 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 2.3 The use of the word “including” followed by a specific example/s shall not be





construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

2. PURPOSE

- 2.1 The purpose of the Your Voice. Your Sport. Your Moment Competition ("the Competition") is to promote youth participation in sport, identify and showcase emerging sports broadcasting and presentation talent, and encourage meaningful public engagement with the South African Sports Awards.
- 2.2 The Competition seeks to provide eligible young South Africans with an opportunity to demonstrate their knowledge, communication skills and passion for South African sport through a fair, transparent and merit-based competition.
- 2.3 The Competition further aims to—
- 2.3.1 promote public awareness of the South African Sports Awards and the achievements of South African athletes;
- 2.3.2 encourage excellence, innovation and youth participation within the sport sector;
- 2.3.3 provide the successful participant with an opportunity to gain practical broadcasting and media exposure through participation in the South African Sports Awards programme; and
- 2.3.4 advance the Department's mandate of promoting sport development, nation building and social cohesion through public participation initiatives.





3. LEGISLATIVE FRAMEWORK

For the competition, it could provide that the Competition is administered in accordance with:

- (a) the Constitution of the Republic of South Africa, 1996;
- (b) the Consumer Protection Act 68 of 2008 (where applicable);
- (c) the Protection of Personal Information Act 4 of 2013;
- (d) the Promotion of Access to Information Act 2 of 2000;
- (e) the Electronic Communications and Transactions Act 25 of 2002 (where applicable); and
- (f) any other applicable legislation.

4. PROMOTER

- 4.1 The Competition is organised and promoted by the Department of Sport, Arts and Culture ("DSAC"), an organ of state established in terms of the Constitution of the Republic of South Africa, 1996.
- 4.2 The Competition is presented in partnership with SABC Sport, which serves as the official broadcast and media partner for purposes of promoting and broadcasting Competition-related activities and the South African Sports Awards.
- 4.3 Unless expressly provided otherwise in these Terms and Conditions or agreed





in writing, the Department shall retain overall responsibility for—

- 4.3.1 the administration and management of the Competition;
 - 4.3.2 the appointment of the Adjudication Panel;
 - 4.3.3 verification of participant eligibility;
 - 4.3.4 adjudication and winner selection;
 - 4.3.5 administration of the public voting process;
 - 4.3.6 administration of the Prize; and
 - 4.3.7 compliance with all applicable legislation.
- 4.4 Nothing contained in these Terms and Conditions shall be construed as creating a partnership, joint venture, agency or employment relationship between participants and the Department or SABC Sport.
- 4.5 By submitting an entry, participants acknowledge that they have read, understood and agree to be bound by these Terms and Conditions.

5. COMPETITION PERIOD

- 5.1 The Competition shall commence and conclude on the dates published by the Department on its Official Communication Platforms.
- 5.2 Unless otherwise announced by the Department, the Competition timetable shall be as follows—





- 5.2.1 Opening of entries;
 - 5.2.2 Closing of entries;
 - 5.2.3 Verification of entries;
 - 5.2.4 Adjudication and shortlisting of finalists;
 - 5.2.5 Public voting, where applicable;
 - 5.2.6 Winner verification; and
 - 5.2.7 Official announcement of the winner.
- 5.3 The Department reserves the right to amend, extend, suspend or revise any Competition date or deadline where reasonably necessary due to operational requirements, technical difficulties, legal considerations, force majeure or any other circumstance affecting the proper administration of the Competition.
- 5.4 Any amendment to the Competition timetable shall be communicated through the Department's Official Communication Platforms and shall take effect on the date of publication unless otherwise stated.
- 5.5 Entries received after the published closing date and time, or which do not comply with these Terms and Conditions, shall not be considered.

6. ELIGIBILITY

- 6.1 Participation in the Competition is open only to natural persons who—





- 6.1.1 are South African citizens or lawfully admitted permanent residents of the Republic of South Africa;
 - 6.1.2 are between the ages of eighteen (18) and thirty-five (35) years on the closing date of the Competition;
 - 6.1.3 are in possession of a valid South African identity document or permanent residence permit;
 - 6.1.4 are able and willing to travel on the dates determined by the Department where required;
 - 6.1.5 are available to participate in all Competition-related activities, rehearsals, interviews and official engagements;
 - 6.1.6 comply with these Terms and Conditions; and
 - 6.1.7 satisfy any additional eligibility requirements published by the Department.
- 6.2** The following persons are not eligible to participate in the Competition—
- 6.2.1 employees of the Department;
 - 6.2.2 employees, contractors or representatives of SABC Sport directly involved in the administration or promotion of the Competition;
 - 6.2.3 members of the Adjudication Panel;
 - 6.2.4 service providers appointed to administer any aspect of the Competition;
 - 6.2.5 immediate family members, spouses, life partners or household members of any person referred to in clauses 6.2.1 to 6.2.4; and





- 6.2.6 any other person whose participation may reasonably give rise to an actual, potential or perceived conflict of interest.
- 6.3 The Department reserves the right to verify the eligibility of any participant at any stage of the Competition and may require the submission of any documentation reasonably necessary for such verification.
- 6.4 A participant who fails to provide the required verification documentation within the period specified by the Department may be disqualified.
- 6.5 Compliance with the eligibility requirements does not guarantee selection, progression or receipt of any Prize.
- 6.6 The Department reserves the right to disqualify any participant who is found to have provided false, misleading or incomplete information or who otherwise fails to satisfy the eligibility requirements contained in these Terms and Conditions.

7. ENTRY REQUIREMENTS

7.1 To participate in the Competition, an eligible participant shall—

- 7.1.1 complete the official Competition entry form in full;
- 7.1.2 submit an original video entry in accordance with the specifications prescribed by the Department;
- 7.1.3 submit the entry before the published closing date and time;





7.1.4 provide all information and supporting documentation reasonably required by the Department;

7.1.5 comply with these Terms and Conditions and any instructions published by the Department.

7.2 Each participant may submit only one (1) entry unless the Department expressly permits multiple entries.

7.3 The submitted entry shall—

7.3.1 be the participant's original work;

7.3.2 not infringe the intellectual property or other rights of any third party;

7.3.3 not contain unlawful, defamatory, discriminatory, offensive or inappropriate content;

7.3.4 not contain material that promotes violence, hate speech or illegal activities; and

7.3.5 comply with all technical specifications published by the Department.

7.4 The Department reserves the right to reject any entry that is incomplete, illegible, corrupt, duplicated, submitted outside the Competition Period or otherwise fails to comply with these Terms and Conditions.

8. COMPETITION PROCESS

8.1 The Competition shall be conducted in the following stages—



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- 8.1.1 submission of entries;
 - 8.1.2 verification of eligibility;
 - 8.1.3 adjudication and shortlisting;
 - 8.1.4 public voting, where applicable;
 - 8.1.5 winner verification; and
 - 8.1.6 announcement of the winner.
- 8.2 The Department reserves the right to amend the Competition process where reasonably necessary, provided that such amendment does not materially prejudice participants.

9. SUBMISSION OF ENTRIES

- 9.1 Entries shall be submitted only through the official platform designated by the Department.
- 9.2 The Department shall acknowledge receipt of an entry only where the Competition platform provides for such acknowledgement.
- 9.3 The Department accepts no responsibility for—
 - 9.3.1 incomplete submissions;





9.3.2 corrupted electronic files;

9.3.3 interrupted internet connections;

9.3.4 technical failures beyond its reasonable control;

9.3.5 entries submitted after the published closing date and time; or

9.3.6 entries submitted through unauthorised platforms.

9.4 Participants remain responsible for ensuring that their entries are successfully submitted before the closing date.

10. ADJUDICATION

10.1 All eligible entries shall be evaluated by an Adjudication Panel appointed by the Department.

10.2 The Adjudication Panel shall assess entries against predetermined evaluation criteria, including—

10.2.1 originality;

10.2.2 creativity;

10.2.3 presentation and communication skills;

10.2.4 knowledge of sport; and





10.2.5 any additional criteria published by the Department.

10.3 The Adjudication Panel may shortlist participants for the public voting stage.

10.4 The Department may request clarification or additional information from participants where reasonably necessary.

10.5 The deliberations of the Adjudication Panel shall remain confidential.

10.6 The decision of the Adjudication Panel regarding the shortlisting of finalists shall be final and binding, subject to applicable law.

11. PUBLIC VOTING

11.1 Where applicable, shortlisted finalists shall proceed to a public voting stage administered through the platform designated by the Department.

11.2 The Department shall publish the procedures, voting period and applicable voting rules on its Official Communication Platforms.

11.3 The Department reserves the right to investigate any suspected—

11.3.1 vote manipulation;

11.3.2 automated voting;

11.3.3 fraudulent activity;

11.3.4 technical abuse; or





11.3.5 any conduct that compromises the integrity of the voting process.

11.4 Votes found to have been fraudulently obtained may be disqualified.

11.5 The Department may suspend, invalidate or repeat any voting process where it reasonably believes that the integrity or fairness of the Competition has been compromised.

11.6 The Department's determination regarding the validity of votes shall be final, subject to applicable law.

12. PRIZE

12.1 Subject to successful verification, the winner shall receive the Prize described in the Competition announcement.

12.2 The Prize shall not be transferable, exchangeable or redeemable for cash unless expressly determined by the Department.

12.3 The Department reserves the right to substitute the Prize with a prize of substantially similar nature and value where circumstances beyond its reasonable control make such substitution necessary.

12.4 Any tax liability or statutory obligation arising from acceptance of the Prize shall remain the responsibility of the winner unless otherwise provided by law.





12.5 The Prize shall be awarded only after the successful completion of the verification process.

13. WINNER VERIFICATION

13.1 Before the Prize is awarded, the Department shall verify—

13.1.1 the identity of the selected participant;

13.1.2 eligibility to participate;

13.1.3 compliance with these Terms and Conditions; and

13.1.4 any information submitted during the Competition.

13.2 The Department may require the selected participant to provide—

13.2.1 a certified copy of an identity document;

13.2.2 proof of residence;

13.2.3 banking details where necessary;

13.2.4 travel documentation, where applicable; and

13.2.5 any other documentation reasonably required.





13.3 Failure to provide the requested documentation within the period determined by the Department may result in disqualification and the selection of an alternate winner.

13.4 The Department reserves the right to conduct any additional verification necessary to protect the integrity of the Competition.

14. TRAVEL AND ATTENDANCE

13.1 Where attendance at any Competition-related activity is required, the Department shall notify participants of the relevant dates, venues and logistical arrangements.

13.2 The Department may arrange and pay for reasonable travel and accommodation expenses for finalists or the winner where expressly stated in the Competition announcement.

13.3 Participants shall remain responsible for obtaining and maintaining all documentation necessary for travel and participation.

13.4 Participants shall comply with all reasonable instructions issued by the Department relating to travel, accommodation, health, safety and attendance.

13.5 Failure to attend any mandatory Competition activity without reasonable justification may result in disqualification.





13.6 The Department shall not be liable for any loss, damage, injury, delay or expense arising during travel or attendance, except where such liability arises from the Department's gross negligence or wilful misconduct, or where liability cannot lawfully be excluded.

13.7 Participants shall conduct themselves in a professional and respectful manner during all Competition-related activities and shall not engage in any conduct that may bring the Department, SABC Sport or the Competition into disrepute.

14. ROLES AND RESPONSIBILITIES

14.1 Department of Sport, Arts and Culture

The Department shall—

14.1.1 organise, administer and oversee the Competition in accordance with these Terms and Conditions and all applicable legislation;

14.1.2 appoint the Adjudication Panel and oversee the adjudication process;

14.1.3 determine the Competition timelines and publish any amendments thereto where reasonably necessary;

14.1.4 verify the eligibility of participants and the authenticity of entries;

14.1.5 arrange and administer the public voting process, where applicable;





14.1.6 verify the identity and eligibility of the selected winner prior to the award of the Prize;

14.1.7 arrange and administer all travel, accommodation and logistical arrangements relating to the Prize, where applicable;

14.1.8 process participants' Personal Information in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

14.1.9 take reasonable measures to ensure the integrity, fairness and transparency of the Competition; and

14.1.10 reserve the right to investigate any conduct that may compromise the integrity of the Competition and to take such action as may be reasonably necessary.

14.2 SABC Sport

SABC Sport shall—

14.2.1 act as the official broadcast and media partner for the Competition;

14.2.2 collaborate with the Department in promoting the Competition through its broadcasting and media platforms;

14.2.3 facilitate the broadcast of Competition-related content, including the announcement of finalists and the winner, where applicable;





14.2.4 provide such technical or media support as may be agreed upon with the Department; and

14.2.5 comply with all applicable legislation relating to the processing of Personal Information and the broadcasting of Competition content within the scope of its responsibilities.

14.2.6 Unless otherwise agreed in writing, SABC Sport shall not be responsible for the administration of the Competition, adjudication of entries, verification of participants, or the awarding of the Prize, all of which shall remain the responsibility of the Department.

14.3 Adjudication Panel

The Adjudication Panel shall—

14.3.1 assess all eligible entries impartially and in accordance with the published judging criteria;

14.3.2 maintain the confidentiality of all deliberations and scoring records;

14.3.3 disclose any actual, potential or perceived conflict of interest immediately upon becoming aware thereof and, where appropriate, recuse themselves from the evaluation of the affected entry;

14.3.4 shortlist finalists for public voting, where applicable;





14.3.5 determine the winner in circumstances where these Terms and Conditions require the Adjudication Panel to do so; and

14.3.6 perform its functions fairly, independently and without favour, prejudice or improper influence.

14.3.7 Prior to the commencement of the adjudication process, each member of the Adjudication Panel shall complete and sign a declaration confirming the absence of any actual, potential or perceived conflict of interest and shall immediately disclose any conflict that arises during the Competition

14.4 Participants

Participants shall—

14.4.1 comply with these Terms and Conditions;

14.4.2 provide complete, accurate and truthful information;

14.4.3 ensure that all submitted material is original and does not infringe the intellectual property or other rights of any third party;

14.4.4 obtain all necessary permissions and consents from persons appearing in their submissions;

14.4.5 refrain from engaging in fraudulent, deceptive or unlawful conduct, including the manipulation of public voting;





14.4.6 cooperate with any verification process conducted by the Department; and

14.4.7 conduct themselves in a manner that upholds the integrity and reputation of the Competition and the Department.

14.5 Service Providers

Any service provider appointed by the Department to assist with the administration of the Competition shall—

14.5.1 perform its functions in accordance with its contractual obligations and all applicable legislation;

14.5.2 maintain the confidentiality of all information obtained through the administration of the Competition;

14.5.3 implement appropriate technical and organisational measures to safeguard Personal Information;

14.5.4 avoid any actual, potential or perceived conflict of interest that may compromise the integrity of the Competition;

14.5.5 immediately report any irregularity, fraud or security incident affecting the Competition to the Department; and

14.5.6 act solely on the instructions of the Department in relation to the administration of the Competition.





14.6 Final Authority

Notwithstanding any role performed by SABC Sport, the Adjudication Panel or any appointed service provider, the Department shall retain overall responsibility for the administration of the Competition and shall exercise final oversight in relation to all decisions taken under these Terms and Conditions, subject to applicable law.

15. CONFLICT OF INTEREST

15.1 General Principle

The Competition shall be administered in a manner that is fair, transparent, impartial and free from any actual, potential or perceived conflict of interest.

15.2 Duty to Disclose

Any person involved in the administration of the Competition, including members of the Adjudication Panel, officials of the Department, representatives of SABC Sport and appointed service providers, shall immediately disclose to the Department any actual, potential or perceived conflict of interest that may arise in relation to the Competition.

15.3 Circumstances Giving Rise to a Conflict of Interest

Without limiting the generality of clause 12.2, a conflict of interest may arise where a person—





15.3.1 has a personal, family, financial, business or professional relationship with a participant;

15.3.2 has a direct or indirect financial or other personal interest in the outcome of the Competition;

15.3.3 has participated in the preparation or submission of an entry;

15.3.4 has received, or attempted to receive, any gift, favour, benefit or inducement intended to influence any decision relating to the Competition; or

15.3.5 is otherwise unable to perform his or her functions impartially.

15.4 Recusal

Any person who has disclosed, or is found to have, an actual, potential or perceived conflict of interest shall immediately recuse himself or herself from all deliberations, evaluations, decisions and activities relating to the affected participant or matter, unless the Department determines that the conflict is insignificant and does not compromise the integrity of the Competition.

15.5 Participants

Participants shall not—





15.5.1 directly or indirectly influence, attempt to influence or improperly communicate with any member of the Adjudication Panel, Department, SABC Sport or any service provider regarding the outcome of the Competition;

15.5.2 offer or provide any gift, reward, favour or other inducement intended to influence any decision relating to the Competition; or

15.5.3 engage in any conduct that may compromise, or reasonably be perceived to compromise, the fairness or integrity of the Competition.

15.6 Consequences

Where the Department reasonably believes that a conflict of interest has compromised, or may compromise, the integrity of the Competition, it may take any appropriate corrective action, including—

15.6.1 the recusal or replacement of an Adjudication Panel member or other affected person;

15.6.2 the disqualification of a participant;

15.6.3 the rejection or cancellation of an entry;

15.6.4 the suspension or re-evaluation of any stage of the Competition; or

15.6.5 any other lawful measure necessary to protect the fairness, integrity and credibility of the Competition.





15.7 Final Determination

The Department shall determine, acting reasonably and in accordance with applicable law, whether a conflict of interest exists and the appropriate measures to be taken to address such conflict.

16. INTELLECTUAL PROPERTY

16.1 Ownership

Subject to these Terms and Conditions, participants shall retain ownership of all intellectual property rights subsisting in their original Competition submissions.

16.2 Licence Granted to the Department

By submitting an entry to the Competition, each participant grants the Department a non-exclusive, perpetual, irrevocable, worldwide, royalty-free and transferable licence to—

16.2.1 use, reproduce, copy, store, publish, communicate, display, broadcast and distribute the submitted entry, in whole or in part;

16.2.2 edit, adapt, crop, resize, subtitle, translate, reproduce or otherwise modify the submitted entry, provided that such modification does not materially distort the substance of the participant's submission;





- 16.2.3 use the submitted entry in connection with the administration, promotion, marketing and reporting of the Competition;
- 16.2.4 use the submitted entry for future educational, awareness, promotional, archival and governmental communication purposes; and
- 16.2.5 authorise third parties acting on behalf of the Department, including SABC Sport and appointed service providers, to exercise the rights granted under this clause solely for purposes related to the Competition.

16.3 Participant Warranties

Each participant warrants and represents that—

- 16.3.1 the submitted entry is original and has been lawfully created by the participant;
- 16.3.2 the participant is the owner of, or has obtained all necessary rights, permissions and licences required to submit the entry;
- 16.3.3 the submitted entry does not infringe the intellectual property rights, privacy rights, personality rights or any other rights of any third party;
- 16.3.4 all persons appearing in the submitted entry have provided the necessary consent for their image, voice or likeness to be recorded and used in accordance with these Terms and Conditions; and





16.3.5 the participant has obtained all permissions necessary for the inclusion of any third-party content incorporated into the submission.

16.4 Third-Party Claims

The participant indemnifies the Department, SABC Sport, their officials, employees, agents and appointed service providers against any claim, demand, loss, liability, damage, cost or expense arising from any breach of the warranties contained in this clause or from any allegation that the submitted entry infringes the intellectual property or other rights of a third party.

16.5 Moral Rights

To the extent permitted by applicable law, participants consent to the Department making reasonable modifications to submitted entries for production, broadcasting, promotional or publication purposes, provided that such modifications do not materially prejudice the participant's honour or reputation.

16.6 Use of Names and Likenesses

Nothing contained in this clause limits the Department's right to use the names, images, voices and likenesses of participants in accordance with the Publicity and Protection of Personal Information clauses of these Terms and Conditions.

16.7 No Obligation to Use





The Department shall not be obliged to publish, broadcast or otherwise use any submitted entry and reserves the right to determine, at its sole discretion and in accordance with these Terms and Conditions, whether any entry will be used for promotional or other authorised purposes.

16.8 Survival

The licence granted under this clause shall survive the conclusion, cancellation or termination of the Competition and shall remain valid for so long as the Department continues to use the submitted material for lawful governmental purposes.

17. CONFIDENTIALITY

17.1 General Duty of Confidentiality

All persons involved in the administration of the Competition shall maintain the confidentiality of all information obtained in the course of the Competition, except where disclosure is authorised by the Department, required by law, or is necessary for the proper administration of the Competition.

17.2 Confidential Information

For purposes of these Terms and Conditions, confidential information includes, but is not limited to—

17.2.1 participants' Personal Information;





17.2.2 entries and supporting documentation submitted by participants;

17.2.3 adjudication records, score sheets, evaluation notes and deliberations of the Adjudication Panel;

17.2.4 information relating to the verification of participants and winners;

17.2.5 security measures relating to the administration of the Competition; and

17.2.6 any other information designated by the Department as confidential.

17.3 Process

Members of the Adjudication Panel shall—

17.3.1 conduct all evaluations independently, fairly and impartially;

17.3.2 keep all deliberations, scoring records and recommendations confidential;

17.3.3 refrain from disclosing any information relating to the adjudication process before the official announcement of the Competition results; and

17.3.4 not communicate with participants regarding the outcome of the Competition except as authorised by the Department.

17.4 Participants

Participants shall not—





17.4.1 unlawfully obtain or attempt to obtain confidential information relating to the Competition;

17.4.2 interfere with or seek to influence the adjudication or winner selection process through improper means; or

17.4.3 disclose confidential information obtained through participation in the Competition where such disclosure may prejudice the integrity or administration of the Competition.

17.5 Service Providers

Any service provider appointed by the Department shall—

17.5.1 keep confidential all information obtained in connection with the administration of the Competition;

17.5.2 use such information solely for purposes authorised by the Department;

17.5.3 implement appropriate technical and organisational measures to protect confidential information against unauthorised access, disclosure, alteration or destruction; and

17.5.4 immediately notify the Department of any actual or suspected unauthorised disclosure, security breach or compromise involving confidential information.

17.6 Disclosure of Information





Nothing in these Terms and Conditions shall prevent the Department from disclosing information—

17.6.1 where disclosure is required by law;

17.6.2 in accordance with the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000);

17.6.3 for the purposes of investigating fraud, unlawful conduct or irregularities relating to the Competition;

17.6.4 to authorised law enforcement agencies, regulatory authorities or competent courts; or

17.6.5 to service providers engaged by the Department, where such disclosure is reasonably necessary for the administration of the Competition and appropriate confidentiality obligations are in place.

17.7 Survival

The obligations of confidentiality contained in this clause shall survive the conclusion, cancellation or termination of the Competition to the extent permitted by applicable law.

18. PROTECTION OF PERSONAL INFORMATION

18.1 Processing of Personal Information





The Department shall process all Personal Information obtained in connection with the Competition in accordance with the Constitution of the Republic of South Africa, 1996, the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA"), and all other applicable legislation.

18.2 Purpose of Collection

Personal Information collected from participants shall be processed solely for purposes relating to the administration of the Competition, including—

- 18.2.1 receiving and processing Competition entries;
- 18.2.2 verifying the identity and eligibility of participants;
- 18.2.3 communicating with participants regarding the Competition;
- 18.2.4 conducting adjudication and public voting;
- 18.2.5 arranging travel, accommodation and prize administration, where applicable;
- 18.2.6 announcing finalists and winners;
- 18.2.7 promoting the Competition in accordance with these Terms and Conditions;
- 18.2.8 complying with legal and regulatory obligations; and
- 18.2.9 maintaining official governmental records relating to the Competition.





18.3 Categories of Personal Information

The Department may collect and process, where necessary—

18.3.1 names and surnames;

18.3.2 identity or passport information;

18.3.3 age and date of birth;

18.3.4 contact details;

18.3.5 photographs;

18.3.6 audio and video recordings;

18.3.7 travel-related information;

18.3.8 banking information where required for payment of prizes; and

18.3.9 any other information reasonably necessary for the administration of the Competition.

18.4 Consent

By submitting an entry, participants acknowledge and consent to the processing of their Personal Information for the purposes contemplated in these Terms and Conditions, to the extent that such consent is required under applicable law.





18.5 Disclosure of Personal Information

The Department may disclose Personal Information only—

18.5.1 to SABC Sport and authorised service providers engaged in the administration of the Competition;

18.5.2 where required or authorised by law;

18.5.3 where necessary for the verification of participants or the administration of prizes;
or

18.5.4 with the participant's consent or another lawful justification recognised under POPIA.

18.6 Security Safeguards

The Department shall implement appropriate, reasonable technical and organisational measures to safeguard Personal Information against loss, unauthorised access, disclosure, alteration or destruction.

18.7 Retention of Personal Information

Personal Information shall be retained only for as long as is reasonably necessary to fulfil the purposes for which it was collected or as required by applicable legislation, governmental record management requirements or lawful administrative purposes.





18.8 Rights of Participants

Participants may exercise their rights under POPIA, including the right to request access to, correction or deletion of their Personal Information, where applicable, by contacting the Department through its official Information Officer or designated communication channels.

18.9 Data Breaches

Where a security compromise involving Personal Information occurs, the Department shall manage such incident in accordance with POPIA and any other applicable legal requirements.

19. PROMOTION OF ACCESS TO INFORMATION

19.1 Access to Records

Records relating to the Competition shall be managed in accordance with the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) ("PAIA") and any other applicable legislation governing access to information held by public bodies.

19.2 Requests for Information

Any request for access to records relating to the Competition shall be submitted in accordance with the procedures prescribed in the Department's PAIA Manual.





19.3 Limitation on Disclosure

Nothing in these Terms and Conditions obliges the Department to disclose information where such disclosure is prohibited or restricted by law, including information protected under POPIA or any other applicable legislation.

19.4 Confidential Information

The Department may refuse access to information where disclosure would prejudice—

19.4.1 the privacy of any participant;

19.4.2 confidential commercial or proprietary information;

19.4.3 the integrity of the adjudication process;

19.4.4 the prevention, detection or investigation of fraud or unlawful conduct; or

19.4.5 any other interest protected under PAIA.

20. PUBLICITY

20.1 Consent to Publicity





By participating in the Competition, participants acknowledge and agree that the Department may use their name, image, voice, likeness, photographs, video recordings and biographical information for purposes connected with the Competition, subject to applicable law.

20.2 Permitted Uses

The Department may publish, broadcast or otherwise communicate Competition-related content through—

20.2.1 television broadcasts;

20.2.2 radio broadcasts;

20.2.3 official government websites;

20.2.4 official social media platforms;

20.2.5 print and electronic publications;

20.2.6 media releases;

20.2.7 educational and awareness campaigns; and

20.2.8 any other official communication platforms of the Department or SABC Sport.

20.3 Promotional Activities



@SportArtsCultur



@SportArtsCultureRSA





Participants may be required to participate in reasonable promotional, media and publicity activities relating to the Competition and the South African Sports Awards without further compensation, except where prohibited by law.

20.4 Winners

The winner may be required to participate in interviews, photography, filming, public appearances and media engagements reasonably connected with the Competition and the Prize.

20.5 No Additional Compensation

Subject to applicable law, participants shall not be entitled to any royalty, licence fee or additional remuneration arising from the lawful use of their name, image, voice or likeness in accordance with these Terms and Conditions.

20.6 Withdrawal of Consent

Where a participant is entitled under applicable law to withdraw consent relating to the processing of Personal Information, such withdrawal shall not affect any lawful processing or publication that occurred prior to the withdrawal, nor shall it affect any processing that is otherwise authorised or required by law.

20.7 Editorial Discretion

The Department and SABC Sport reserve the right to edit, reproduce and publish photographs, audio recordings and video recordings for production, broadcasting





sport, arts & culture

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and promotional purposes, provided that such editing does not materially misrepresent the participant or distort the substance of the Competition.

For Enquiries

Mr.

Tel: 012 441 XXXX or 072 XXX XXXX

Email:

Ms.

Tel: 012 441 XXXX or 072 XXX XXXX

Email:

For Technical Enquiries:

Mr

Tel: 012 441 XXXX or 072 XXX XXXX

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REPUBLIC OF SOUTH AFRICA

Inspiring A Nation Of Winners