

Terms and Conditions

1. These terms and conditions apply to the competition related to the participation campaign for “Jungle Beat- the Movie” (“**the Competition**”) which is organized and administered by Starboard Limited, a company incorporated in Mauritius (hereinafter referred to as “**We**”, “**Us**”, “**Our**”).
2. **Please read these terms and conditions carefully. By participating in this Competition, all participants/”You” shall be deemed to be irrevocably acceptance of and agreement to be bound by these terms and conditions**, which will be solely interpreted by Us in our unfettered discretion. We may amend these terms and conditions at any time during the Competition by posting such amendments on our website: www.junglebeat.tv
3. Entry into the Competition is done entirely at the participant’s own risk.
4. Our employees, members, and directors, the members of their immediate family, and/or any of their affiliated companies and members of their immediate families, may not enter the Competition.
5. The Competition runs from _____ until _____ (at _____) (“**the Closing Date**”)
6. All entries received after the Closing Date will not be considered, notwithstanding the fact there may promotional material communicating that the Competition may still available after the Closing Date.
7. The Competition will be publicized via Instagram, Facebook and Twitter (collectively referred to as “**the Social Media Platforms**”).
8. The Competition is open to all natural persons who are 18 years old or older, and if You are younger your entry into the Competition must be submitted with the consent of your parents or legal guardian. We reserve the right at any time during the Competition to request proof of such consent.
9. Notwithstanding anything contained in these terms and conditions, below is the process to follow when taking part in the Competition and in order to be eligible to win the Prize:

By no later than the Closing Date, the participant must submit a video or still photographic post on any of the Social Media Platforms in which the participant and his/her family and/or friends demonstrate how they are going to enjoy the “Jungle Beat- the Movie” on Our ‘Worldwide Movie Night’ launch and in making such submission must Tag _____

10. In submitting his/her entry into the Competition (“**the Submission**”), the participant must comply with the terms and conditions of the Social Media Platforms through which he/she participates in the Competition and the participant hereby indemnifies and hold Us (which in terms of this clause includes but is not limited to our members, directors, representatives and affiliates) completely harmless from any claims that directly or indirectly arise as a result of the participant and its related persons breach or threatened breach of such terms and conditions. We reserve the right to disqualify any participant who fails to adhere or who violates or attempts to violate any of terms and conditions of applicable Social Media Platforms.
11. Multiple entries are allowed and the participant is entitled to submit one or as many entries as he/she wishes.
12. The winner will be determined by a panel of judges appointed by Us who shall assess the entries on the following criteria, including a) originality and creativity, b) complexity, and c) execution. The judges shall be entitled to exercise their unfettered discretion in relation to assessing the Submissions and in determining the winning Submission (“**the Winner**”).
13. The judges’ decision is final and no correspondence in relation to Submissions will be entered into by Us or the judges.
14. The Winner will be announced on the various Social Media Platforms on which We publish and the Winner will also be notified via the Social Media Platform on which they submitted their entry. We cannot be held responsible for any incorrect or incomplete information supplied by participants that may cause Us to be unable to contact a participant or the Winner.
15. The prize to be awarded to Winner shall be _____ (“**the Prize**”) and is not transferable, cannot be converted to cash or credit and are not negotiable.
16. If the Winner does not accept their Prize by giving written confirmation to Us, within 30 (thirty) days from the date of our notification, the Prize will be forfeited and they automatically waive any entitlement to the Prize. We cannot be held responsible for the participant failing for any reason to respond to our notification.
17. The Competition may be terminated, postponed or extended at any time by Us. In the event of such termination, all participants agree to waive (give up) any rights they may have in terms of this Competition and acknowledge that they have no recourse of any kind against Us or our promotional agents.
18. The Winner agrees that if requested by Us, he/she shall supply a valid identification document, proof of address, and proof of the winning/congratulatory notification, if applicable, and any other validation procedure determined by Us, in order to claim the Prize.
19. We will endeavor to keep all personal information private and confidential and shall use such information for the purposes of meeting Our obligations in terms of this Competition. **The participant hereby consents to Our use, storage and processing of his/her personal data for purposes of Us conducting the Competition including contacting the participant. Such information may include the following: your name, username, or other identifier, email address, country, postal address, telephone or mobile number, and age or date of birth.**

20. All copyrights and trademarks (whether registered or unregistered) including but not limited to text, logos, names or illustrations are the property used in connection with the Competition and the Jungle Beat- The Movie is Our property and all rights therein are fully reserved.
21. Participants may not use any material and all other content belonging to Us and may not copy, reproduce, republish, upload, post, transmit, distribute Our intellectual property in the Jungle Beat-The Movie, or part thereof unless such materials are being used strictly for the purposes of the participant's Submission and in accordance with these terms and conditions.
22. In submitting your Submission, participants are prohibited from including in such Submissions any unlawful material, displaying illegal activities, or any materials or activities that could expose you or any other actor therein to criminal and/or civil liability, and/or may not include materials or activities which in Our opinion: libels, defames, invades privacy, stalks, is obscene, pornographic, blasphemous, racist, abusive, harassing, threatening or offensive; disparages, criticizes, belittles, parodies or otherwise portrays in a negative light any actor appearing in the content; seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity; violates any law or may be considered to violate any law; that the participant does not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information; advocates or promotes illegal activity; impersonates or misrepresents the participants or actors connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavour (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting competitions or contests, displaying sponsorship banners, and/or soliciting goods or services); solicits funds, advertisers or sponsors.
23. Any violation, attempt and/or suspicion to violate any of these terms and conditions will result in the immediate disqualification of the participant from the Competition (without derogation or prejudice to Our other rights in law).
24. By submitting an entry the participant hereby grants Us, for no consideration, all rights to republish and/or use the Submission, including any likeness or materials therein as part of Our promotional activities relating to the Competition and our promotion thereof. By submitting a Submission, the participant undertakes and warrants that it has obtained the necessary consents from all persons included in the Submission, and/or that of the guardians and/or owners where there are children, animals and/or property included in the Submission.
25. **To the full extent permitted in law, participants indemnify Us (which in terms of this clause includes but is not limited to our members, directors, representatives and affiliates) for any loss or damage of whatsoever nature that We may suffer because of the participant's breach of these terms and conditions. Consequently, the participants agrees to compensate Us for any and all loss and damages it suffers (including consequential damages and/ or legal expenses incurred) because of the participant's breach of these terms and conditions. The participant also agrees to hold Us harmless for any claim made against Us by third parties due to the participant's breach of these terms and conditions.**
26. **All participants further indemnify Us (which in terms of this clause includes but is not limited to our members, directors, representatives and affiliates) from any claim should this Competition be called off or extended for any reason whatsoever. Consequently, all participants agree to waive any rights they may have in terms of this Competition and acknowledge that they have no recourse against Us.**
27. We are not accountable and shall not be liable for any faults, errors, and/or non-compliant practices deployed by third party websites, applications or Social Media Platforms.
28. The Winner may be required by Us to sign a detailed indemnity document prior to redeeming, or delivery of a Prize.
29. If required, as a result of a change in any applicable legislation or if the Competition is declared unlawful, We reserve the right to terminate this competition immediately and without notice. In the event of such termination, all participants agree to waive any rights they may have accrued in terms of this Competition and acknowledge that they have no recourse against Us (and/or our members, directors, representatives and affiliates).
30. At the end of the competition all of Our obligations in regard to the Competition as well as in regard to the Prize shall cease to exist.
31. These terms and conditions do not give any rights or benefits to any third parties who are not the participant who submitted the Submission.
32. These terms and conditions are the complete record in relation to the Competition, are severable and are governed by the laws of Mauritius and the participant hereby irrevocably consents to the jurisdiction of the courts of Mauritius (without regard for conflict of laws principles).