STANDARD COMPETITION RULES

FRESH FM STANDARD COMPETITION RULES & TERMS AND CONDITIONS

These Standard Competition Rules apply to all competitions conducted by Fresh FM, unless otherwise stated in specific competition promotional material. By entering a competition, participants are deemed to have read, understood, and agreed to these Terms and Conditions.

1. General

1.1 Fresh FM reserves the right to amend, suspend, postpone, cancel, or terminate any competition or any aspect thereof at any time without prior notice.

1.2 The outcome of any competition is subject to the decision of Fresh FM, the appointed judges, presenter, or competition organiser. All decisions are final and no correspondence or appeals will be entertained.

1.3 These Terms and Conditions are binding on all participants and govern participation in all Fresh FM competitions.

2. Eligibility

2.1 Participants must be at least eighteen (18) years of age at the time of entry unless otherwise stated in the specific competition rules.

2.2 Employees of Fresh FM, affiliated companies, sponsors, advertising agencies, promotional agencies, and their immediate family members are not eligible to participate.

2.3 Fresh FM reserves the right to verify the eligibility of any participant and may request proof of identity and age prior to awarding a prize.

3. Entries

3.1 Fresh FM reserves the right to limit the number of entries submitted by any individual across any competition platform.

3.2 Fresh FM may disqualify any participant found to have submitted fraudulent entries, manipulated the competition process, provided false information, or otherwise breached these Terms and Conditions.

3.3 Any incomplete, incorrect, illegible, or late entries may be disqualified at the sole discretion of Fresh FM.

4. Winners and Prize Allocation

4.1 Only one (1) prize may be awarded per household within any thirty (30) day period.

4.2 Fresh FM reserves the right to withhold or refuse a prize if the winner, or another member of the same household, has won a prize within the preceding thirty (30) days.

4.3 This restriction also applies where participants use the contact details of family members or friends in an attempt to circumvent these rules.

4.4 Winners may be required to provide a valid Namibian Identity Document, passport, or any other reasonable proof of identity before a prize is released.

4.5 Finalists who fail to attend prize draws, events, recordings, or other required activities may forfeit their participation unless otherwise stipulated.

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5. Prizes

5.1 Prizes are not transferable, exchangeable, refundable, or redeemable for cash unless expressly stated otherwise.

5.2 Any prize not claimed within two (2) months of being won may be forfeited and reallocated at Fresh FM's discretion.

5.3 Fresh FM reserves the right to substitute a prize with another of equal or greater value should circumstances beyond its control require such substitution.

5.4 Prizes may not be sold, transferred, exchanged, or otherwise disposed of for financial gain.

5.5 Fresh FM reserves the right to revoke a prize if it is discovered that the winner has breached these Terms and Conditions.

5.6 Where a prize includes international travel, the winner and any accompanying guest must possess valid passports, visas, and any other travel documentation required by the destination country.

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6. Liability

6.1 Participation in any competition is entirely at the participant's own risk.

6.2 Fresh FM, Radiowave (Pty) Ltd, sponsors, employees, contractors, and agents shall not be liable for any loss, damage, injury, expense, claim, or liability suffered directly or indirectly as a result of participating in a competition or accepting a prize.

6.3 Fresh FM accepts no responsibility for technical failures, network interruptions, lost entries, unavailable communication services, software malfunctions, or any other circumstance that may affect participation.

6.4 Fresh FM shall not be held responsible for any defects, shortcomings, delays, cancellations, or failures relating to prizes supplied by third-party sponsors or service providers.

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7. Publicity and Media

7.1 By entering a competition, participants agree that Fresh FM may use their name, voice recordings, photographs, video footage, likeness, and competition-related content for promotional, marketing, publicity, and broadcasting purposes without additional compensation.

7.2 Winners may be required to participate in publicity activities relating to the competition.

7.3 Winner Verification and Publicity

Fresh FM reserves the right to request a recent photograph, video, voice note, copy of an identity document, or any other reasonable form of verification from any winner for the purposes of identity verification, winner announcements, publicity, marketing, promotional activities, and maintaining the integrity of its competitions.

7.4 Winner Publicity Requirement

Winners may be required, as a condition of accepting a prize, to provide a photograph, participate in interviews, submit video content, attend promotional events, or otherwise participate in reasonable publicity activities relating to the competition and/or Fresh FM's promotional efforts.

7.5 Refusal to Participate

Should a winner refuse to provide reasonable proof of identity or decline to participate in publicity activities that are communicated as a condition of the competition, Fresh FM reserves the right, in its sole discretion, to withhold, withdraw, or reallocate the prize to an alternative eligible winner. Fresh FM shall not be liable for any claim arising from the withholding or reallocation of a prize where a winner fails to comply with the publicity requirements set out in these Terms and Conditions.

7.6 Use of Winner Content

By accepting a prize, winners grant Fresh FM the right to publish, reproduce, broadcast, distribute, and otherwise use their name, photograph, likeness, voice recording, video content, and competition-related material across Fresh FM's radio broadcasts, website, social media platforms, digital channels, promotional material, and marketing campaigns without further compensation, unless prohibited by law.

8. Privacy

8.1 Fresh FM respects the privacy of all participants and will process personal information in accordance with applicable laws and regulatory requirements.

8.2 Personal information collected during a competition may be used for:

- Administering the competition;
- Contacting winners;
- Delivering prizes;
- Conducting promotional activities relating to the competition;
- Meeting legal and regulatory obligations.

8.3 Personal information will not be disclosed to third parties without consent unless required:

- For prize fulfilment;
- By law;
- To administer the competition effectively.

8.4 Participants may opt out of receiving future marketing communications from Fresh FM at any time.

8.5 Fresh FM retains ownership of its databases and records containing participant information.

9. Competition-Specific Rules

9.1 Additional competition-specific rules may apply and will be communicated through on-air announcements, social media platforms, the Fresh FM website, promotional material, or other official channels.

9.2 In the event of any conflict between these Standard Competition Rules and competition-specific rules, the competition-specific rules shall prevail.

10. Governing Law

10.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Namibia.

10.2 Any dispute arising from these Terms and Conditions shall be subject to the jurisdiction of the competent courts of Namibia.

Fresh FM reserves the right to interpret and apply these Terms and Conditions in a fair and reasonable manner to protect the integrity of its competitions, listeners, sponsors, and brand.

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FUTUREMEDIA

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