

## **True Wanderers APAC**

### **Terms & Conditions for finalists**

- Contest open only to bonafide citizens of South Africa
- Participants must also be at least eighteen (18) years of age and should have a valid motorcycle driving license.
- By entering this contest, you warrant and represent that all photographs, videos and write-ups (herein referred to as "Artwork") you submit are your own original work, do not infringe upon any copyright, invade any right of privacy, contain any defamatory, libelous or slanderous material, or violate any other right of any person or entity, and are not otherwise contrary to law.
- Travelogue entries will be accepted only before the final date. No travelogue will be entertained after that.
- Travelogue entries that contain pornographic material, propagate "hate" messages, make defamatory statements, or which are otherwise extraordinarily offensive are not eligible.
- Photographs and videos uploaded must not depict a violation of the basic ethics of safe motorcycling. Any riding pictures or videos with the riders not in proper riding gear (which at the very basic constitutes a helmet, full length clothing, gloves and shoes) shall be summarily rejected.
- Photographs, videos and text submitted as the profile of the contestant must not endorse or be perceived to endorse a commercial product or service. This includes but is not limited to the display of brand names or trademarks on any people, equipment or other objects visible in the photograph.
- For any photograph or video submitted in which another person is recognizable, any liability for claims for misuse of that image shall lie upon you and not the organizers of the event.
- All photos, videos and text submitted with or as a part of the profile shall become the property of the organizers who shall be free to use it as they find suitable.
- Disclaimer. The organizers shall not be responsible for: (a) any late, lost, misrouted, garbled, distorted, or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications related malfunctions or failures; (c) any contest disruptions, injuries, losses or damages caused by events beyond the control of Wrangler or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the contest.
- By entering the contest, entrants grant the organizers a royalty-free, worldwide, perpetual, non-exclusive license to reproduce, display, distribute, and create derivative works of the entries, in whole or in part, in any media or product now existing or subsequently developed, for any educational, promotional, publicity, exhibition, archival, scholarly and any other governmental purposes. Any photograph reproduced will include a photographer credit if and to the extent feasible. The organizers will not be required to seek any additional approval in connection with such uses.
- You agree that it is your sole responsibility to obtain all permissions necessary for the grant of the rights contained in paragraph 11 above. You also agree, as a condition of being awarded any prize in the contest, to take, at the organizers

request, any further action (including, without limitation, execution of assignments, transfers, affidavits and other documents) reasonably necessary, as requested by the organizers, to effect, perfect, or confirm the organizers rights in and to your photographs and videos or other rights granted in these rules.

- You warrant that (i) the Artwork are original and do not infringe upon or violate the rights of any third party; (ii) the transfer of ownership of the Artwork under this Agreement will not violate or infringe the rights of any third party; and (iii) the Artwork are not subject to any encumbrances. You will indemnify, defend and hold harmless Sector Apparel its subsidiaries and/or affiliates from any claims, damages, losses or expenses (including attorney's fees) arising out of any breach or any alleged breach of any of the foregoing warranties.
- No Confidentiality. Photographs and videos submitted as a part of your travelogue to the organizers will not be treated as confidential, and by entering this contest and submitting photographs and videos, you represent and warrant that they do not include or disclose any trade secrets, proprietary information or other confidential information.
- Miscellaneous. The contest and these Full Contest Rules will be governed, construed and interpreted under laws of South Africa. Entrants agree to be bound by these Full Contest Rules and by the decisions of Wrangler, which are final and binding in all respects. Wrangler reserves the right to change these Full Contest Rules at any time, in its sole discretion, and to suspend, cancel, postpone or extend the contest or any entrant's participation in the contest should viruses, bugs, unauthorized human intervention or other causes beyond Wrangler's control affect the administration, security or proper play of the contest or Wrangler otherwise becomes (as determined in its sole discretion) incapable of running the contest as planned. Entrants who violate or fail to comply with these Full Contest Rules, violate any law, rule or regulation in connection with participation in the contest, tamper with the operation of the contest, or engage in any conduct that is detrimental or unfair to Wrangler, the contest or any other entrant (in each case as determined in <external judging panel> sole discretion), are subject to disqualification from entry into the contest. If you have any questions about these Full Contest Rules or the contest, please e-mail them to [clair.m@sectorgroup.co.za](mailto:clair.m@sectorgroup.co.za) or send written questions to: Clair Mortimer
- This contest is open to the public, excluding employees and relatives of Wrangler South Africa including all sponsors, partners of True Wanderers APAC
- The final decision of the organizers will be final and binding.