



### African Animation – Cartoon Network Africa Creative Lab (the “Competition”)

Please note by submitting your entry, you confirm that you have read and agree with the below rules (the “Rules”).

1. Subject to clauses 3 and 4 below, the Competition is open to (each a “Participant”):
  - a) individuals of eighteen (18) years of age or older who (i) are residents and/or nationals of any of the countries listed in Annex 1 of these Rules (each a “Country” and collectively the “Countries”); (ii) submit their Animated Short Form Project (defined below) in accordance with these Rules; and (iii) are professionals within the animation industry (e.g. creators, writers, graphics) and/or students in an African animation school located in any of the Countries;
  - b) Companies who are based in any of the Countries.
2. The commencement date of the Competition is 00:01 on 07 June 2018 (“Commencement Date”) and the closing date for the promotion is 23:59 on 31 August 2018 (“Closing Date”). Entries made outside the Commencement Date and Closing Date will not be valid.
3. No entry fee is payable.
4. Employees and their immediate families of Turner Broadcasting System Europe Ltd., (“TBSEL”), and their respective parent companies, group companies, subsidiary companies and agencies are not eligible to participate in the Competition.
5. Entrants may submit more than one (1) Animated Short Form Project.
6. Any project that has already been optioned, pre-bought and/or bought by an African channel will not be eligible.

### Entry

7. Each Participant must submit an Animated Short Form Project aimed at children aged between six (6) and twelve (12) years of age, and which shall be aligned with the Cartoon Network brand and style and with the editorial guidelines provided by Turner, which can be found at [www.CartoonNetworkAfrica.com/CreativeLab](http://www.CartoonNetworkAfrica.com/CreativeLab) (the “Website”) (“Animated Short Form Project”). The Animated Short Form Project shall be submitted via a shared Dropbox link sent to the following email address: [CN.Africa.CreativeLab@Turner.com](mailto:CN.Africa.CreativeLab@Turner.com) and shall be accompanied by the following materials (the “Materials”):
  - 7.1. one (1) concept presentation which shall include, but not limited to:
    - Concept presentation: pitch, heroes description, storyline(s),
    - a graphic description of the Animated Short Form Project;
  - 7.2. the completed consent form, downloadable from the Website;
  - 7.3. indication of the participant’s (i) name; (ii) surname; (iii) email address; (iv) telephone number; (v) age; and (vi) country of residence.Participants may send additional materials such as story-boards, animatics and/or videos when submitting their Animated Short Form Project to support their application.
8. The Competition is held in English. Each Animated Short Form Project and the Materials must be submitted in the following languages:
  - 8.1. English;



8.2. Any other language(s), provided that such Publication is accompanied by a full translated, subtitled and/or transcript version of the Animated Short Form Project and/or the Materials.

#### **Selection Process**

1. A panel of distinguished and independent judges with appropriate knowledge and experience within the entertainment industry in Africa (the "**Panel**") shall select between September and November 2018 ten (10) finalists from all Participants (each a "**Finalist**") who have validly submitted their entry in accordance with the Panel's selection criteria (each a "**Valid Entry**").
2. The members of the Panel shall be selected by TBSEL in its absolute discretion. The Panel shall not be able to vote or comment on any Animated Short Form Project submitted by any members of any organisations that may belong to, employees or family members.
3. The Panel shall send the Animated Short Form Project of each Finalist to Turner, and Turner shall select one (1) winner ("**Main Winner**") and two (2) runners up (each a "**Runner Up**").
4. Turner will announce the Main Winner at the Event during one (1) day during the Event Dates.

For the purposes of this Competition, the Main Winner and the Runners Up shall collectively be referred to as the "**Winners**" and each a "**Winner**".

#### **Prize & Requirements**

5. Each Winner shall win the following ("**Prize**"):
  - 5.1. one (1) trip to Johannesburg, South Africa, on the dates for a duration to be determined by TBSEL in its absolute discretion, subject to availability ("**Trip**"), which shall include the following:
    - 5.1.1. one (1) general access ticket to the TV and Film market known as "DISCOP", scheduled to take place in Johannesburg, South Africa, on 14 – 16 November 2018 (both days inclusive).
    - 5.1.2. return economy flights from an airport located in the country of residence of the Main Winner to and airport located in Johannesburg, South Africa ("**Destination Airport**"), on dates and at the times to be determined by Turner in its absolute discretion, subject to availability;
    - 5.1.3. twin room accommodation in a hotel to be determined by TBSEL in its absolute discretion ("**Hotel**");
    - 5.1.4. return transfers from Destination Airport to Hotel and from Hotel to the Event;
    - 5.1.5. selected meals throughout the duration of the Trip, as determined by TBSEL in its absolute discretion;
  - 5.2. the chance to enter into the development process of a pilot based on his concept to be determined by Turner in its absolute discretion.
6. The Main Winner shall be granted with the Cartoon Network Africa Creative Lab award.
7. Each Winner may be required to sign a waiver prepared by TBSEL, in its complete discretion, specific to the Prize confirming understanding, compliance with and acceptance of the waiver.
8. TBSEL shall cover the costs associated with visas and/or other documents required for travel. However, all other costs associated with the Prize, including without limitation, tax, valid health insurance for travel, transportation, accommodation, equipment, sustenance, any entertainment and anything related to the Prize not specifically included and outlined in the definition of the Prize above will be borne solely by the Winner.
9. Accommodation is on a room basis and Winner will be responsible for all food and beverage consumed at the Hotel and elsewhere which is not specifically included and outlined in the definition of the Prize and all additional room charges.



### General Terms

1. Incomplete, illegible and/or fraudulent entries or acts or any other entries or acts which bring or would be likely to bring the reputation of TBSEL into disrepute shall render the entrant ineligible to participate in the Competition and will be disqualified.
2. Each participant grants TBSEL unrestricted, unfettered and irrevocable non-exclusive rights in all works submitted for entry into the Competition (or where such rights are owned by a third party, you shall procure that such third party grants such rights) for TBSEL to use such works in any way it determines in its sole discretion.
3. Should the quality of entries fall below the standard required, the judges reserve the right not to select a finalist.
4. The judges of the Panel reserve the right to transfer entries for consideration in other categories at their discretion.
5. The judges of the Panel uphold the integrity and reputation of the Competition and, as such, reserve the right to disqualify any piece of work and/or finalist if, in the judges' opinion, there exists reasonable doubt about the authenticity and/or accuracy of the submitted entry and/or the integrity of the finalists.
6. The decision of the Panel is final and no correspondence will be entered into.
7. Categories and sponsors of the awards may be subject to change.
8. Winners will be required to sign affidavits of eligibility, confirming amongst other things copyright clearance of all material used in the Animated Short Form Project(s) and/or Materials and containing releases granting TBSEL the right to use their names, voices, pictures and work submitted, without compensation, in any media for the purposes of advertising/public relations, media training in journalist workshops and publicizing all matters related to the Competition.
9. Each entrant grants to Turner, its licensees, distributors, agents, representatives and other authorized users, a perpetual, worldwide, irrevocable, assignable, fully-paid, royalty-free licence, fully sub-licensable, to exercise all intellectual property rights, in and to all or any part of entrants' Animated Short Form Project, and exploit the Animated Short Form Project by any means, including by creating derivative works of the Animated Short Form Project or for purposes of advertising and promotion, in any medium now known or hereafter developed.
10. Each entrant shall be free to create the Animated Short Form Project using his/her creative skills, provided however that the Animated Short Form Project:
  - 10.1.1. is an original piece created by the entrant. By accepting these Rules, the entrant confirms that the Content is its own original work, and that he/she is the owner of any content and that he/she has all necessary licences, rights, consents, and permissions to authorise Turner to use the content;
  - 10.1.2. does not infringe the rights of any third party, including, among others, copyrights, trademarks, privacy or publicity, or other intellectual property rights;
  - 10.1.3. does not promote any specific political message or trend;
  - 10.1.4. does not contain any personal information about persons, such as proper names or postal addresses (and, in the case of including any type of personal information, the entrant and/or its parents/legal guardian acknowledge and accept that such information is disclosed to the public, which will be the solely responsible for any consequence of such disclosure due to a fault of the entrant and/or its parents and/or legal guardian and that will hold Turner harmless with respect to any related losses or damages in which Turner may incur);
  - 10.1.5. does not violate any applicable law;
  - 10.1.6. does not contain references to pornographic, indecent or inappropriate activities, sexual or racist insults or connotations, offensive language, obscenities or any material that is libellous or defamatory, nor may it offend or disparage groups or individuals, including, but not limited to, degrading attitudes based on in race, gender or religion;
  - 10.1.7. does not make reference to brand names, logos or registered trademarks other than those related to the names, logos or trademarks of Turner; and
  - 10.1.8. does not denigrate Turner or any other person or party related to the Competition, or communicate in any way messages that are not consistent with the goodwill associated with them.



11. Each participant hereby consents that TBSEL may share the information you provide with the distinguished organisations that support the Competition.
12. Winners hereby agree that they shall participate in reasonable publicity resulting from the Competition, including but not limited to interviews, if requested to do so by TBSEL, and consent to TBSEL using their name, photograph and audio and/or visual recordings of them in any publicity relating to the Competition.
13. TBSEL reserves the right to:
  - 13.1. change the format of the Competition and/or delay or postpone the Competition or any stage(s), in whole or in part due to reasons beyond its reasonable control, without liability to the entrant; and/or
  - 13.2. refuse entry of any individual to the Competition or future events organised by TBSEL;
  - 13.3. where Competition reasonably believes that the Main Prize and/or Finalist has been transferred to a third party in whole or in part;
  - 13.4. where an entrant has been disqualified from any TBSEL competition or promotion within twelve (12) months of the Commencement date;
  - 13.5. where TBSEL reasonably believe such individual has not complied with these Rules; and/or
  - 13.6. where such individual is ineligible to participate in the Competition (or if participation in the Competition should have been refused for any reason whatsoever).
14. TBSEL reserves the right to substitute any prizes, of reasonably comparable value, in the event that the award prizes for any reason are unavailable. Prizes are non-transferable.
15. TBSEL and all sponsors of the Competition disclaim any liability for loss to any person or property relating to the delivery and/or subsequent use of, or participation in, any of the prizes awarded. The Winners agree to abide by any and all terms and conditions of the supplier(s) of the prizes. The promoter is TBSEL. For a complete list of finalists please email [cn.africa.creativelab@turner.com](mailto:cn.africa.creativelab@turner.com) or visit [www.CartoonNetworkAfrica.com/CreativeLab](http://www.CartoonNetworkAfrica.com/CreativeLab) at the end of November 2018.
16. TBSEL has the right to refuse entries not complying with the above rules. TBSEL's decision as to eligibility individual entries not complying with the above rules will be final and no correspondence will be entered into.
17. The Competition shall be covered and construed with the laws of England.
18. You acknowledge that this is only a Competition and the awarding of any prize does not give rise to an employment, agency or joint venture relationship or arrangement between you and TBSEL.
19. By submitting your entry, you confirm that you have read and agree with these rules.



## ANNEX 1

### COUNTRIES

- Angola;
- Benin;
- Botswana;
- Burkina Faso;
- Burundi;
- Cameroon
- Cape Verde Islands
- Central African Republic;
- Chad;
- Comoros;
- Democratic Republic of the Congo;
- Republic of the Congo;
- Djibouti;
- Equatorial Guinea;
- Eritrea;
- Ethiopia;
- Gabon;
- Gambia;
- Ghana;
- Guinea;
- Guinea-Bissau;
- Ivory Coast
- Kenya;
- Lesotho;
- Liberia;
- Madagascar;
- Malawi;
- Mali;
- Mauritania;
- Mauritius;
- Mayotte;
- Mozambique;
- Namibia;
- Niger;
- Nigeria;
- Reunion
- Rwanda;
- Sao Tome;
- Senegal;



- Seychelles;
- Sierra Leone;
- Somalia;
- South Africa;
- St. Helena;
- Sudan;
- Republic of South Sudan;
- Swaziland;
- Tanzania;
- Togo;
- Uganda;
- Western Sahara;
- Zambia; and
- Zimbabwe



### CONSENT FORM

I, the signatory, hereby assign to Turner Broadcasting System Europe Limited (hereinafter “Turner”) the non-exclusive, perpetual, worldwide, irrevocable, assignable, fully-paid, royalty-free licence, fully sub-licensable, to exercise all intellectual property rights, in and to all or any part of the Animated Short Form Project (as defined in clause 7 of the Terms and Conditions), and exploit the the Animated Short Form Project by any means, including by creating derivative works of the the Animated Short Form Project or for purposes of advertising and promotion, in any medium now known or hereafter developed. I hereby confirm that the Animated Short Form Project has been produced by me, and that I have freely submitted my Animated Short Form Project to the African Animation – Cartoon Network Africa Creative Lab (the “Competition”).

This especially includes the assignment of the exclusive, unrestricted as to content, time and place and freely assignable to any third party right to Turner to use the Animated Short Form Project for press and promotion purposes in connection with the Competition in whole or in part, any number of times, with or without editing, by Turner, Turner’s affiliated companies and/or advertising and cooperations partners of Turner, in particular in all media and for all types of use to duplicate, either physically or non-physically, to distribute and/or publish (internet, intranet, printed magazines, newspapers, journals, etc), to broadcast (in particular freeTV and payTV), to reproduce, to exhibit and to make the Animated Short Form Project available on demand on the internet and other media (particularly on websites and video-on-demand) and to use the Animated Short Form Project comprehensively for advertising and promotion purposes.

I agree that:

1. I have read and agree to the Rules of the Competition;
2. I am the unrestricted owner of the hereby transferred rights and delegated powers, particularly that any depicted person agreed with the production and the exploitation of the Animated Short Form Project according to this agreement and that I can freely and unconditionally dispose over these rights and therefore will hold Turner harmless against any third-party claims insofar;
3. Turner may use the Animated Short Form Project in the manner described in this Release in all media (whether now known or hereafter devised) throughout the universe and in perpetuity;
4. I have the right to grant Turner the full right to use the Animated Short Form Project, that no other permissions and no payments are required for Turner to use the Animated Short Form Project as described herein, and that neither the Animated Short Form Project nor anything contained therein will infringe the rights of any third parties;
5. I acknowledges that the submission to the Competition is voluntary and that I will not receive financial compensation of any type associated with the participation in the Competition nor the publication of the Animated Short Form Project;
6. I also agree, that there will be no credit in any set form, but a naming will be made on a case-by-case basis after choice and determination of Turner;
7. I may be photographed, filmed, or videotaped and I hereby give Turner the unqualified right to take pictures and/or recordings of me, I and grant the perpetual right to use my likeness, image, photo (collectively, “Image”), without compensation, for broadcast or exhibition in any medium and to put the finished pictures/recordings to any legitimate use without limitation or reservation. I hereby waive, release and forever discharge Turner from and against any and all claims or actions arising out of or resulting from any use of my Image. I agree that I may be required to be part of such number of interviews in relation to the Competition, as determined by Turner in its absolute discretion.
8. Turner shall be under no obligation to use or publish the Animated Short Film Project;



9. I will not institute or assert, or cause or consent that others institute or assert any claims, demands or action against Turner in connection with the use of the Animated Short Film Project;
10. I shall indemnify, defend and hold harmless Turner from all liabilities or losses, including, without limitation, reasonable legal fees arising out of or in connection with this Release; and
11. This Release shall be subject to the laws of England and Wales.

ACCEPTED AND AGREED:

First Name:

Surname:

Signed:

Date:

Age:

Phone Number:

Email Address:

Physical Address:

Country:

For and on behalf of Turner Broadcasting System Europe Limited