

UNBREAKABLE SOUTH AFRICA

Couples Application Terms and Conditions

These Application Terms and Conditions (Terms) govern the application and selection process for a programme currently titled "Unbreakable South Africa" ("Programme"). The streaming Service and Goat Originals (Pty) Ltd are referred to together as the Producers. By submitting an application through the Unbreakable Entry Portal, each applicant agrees to be bound by these Terms.

These Terms apply to the application and selection process only. Any applicant selected to participate in the Programme will be required to enter into a separate participant agreement and comply with all applicable programme rules.

1. Application procedure

To apply, both members of the couple must complete the online application and upload the requested application video and photographs through the Unbreakable Entry Portal.

Applications will be accepted only during the application period displayed on the Unbreakable Entry Portal. Late applications will not be accepted.

Submitting an application does not guarantee that an applicant will be contacted, shortlisted, selected or permitted to participate in the Programme. The Producers may request further information from shortlisted applicants.

2. Couples eligibility and acknowledgements

Each applicant confirms and warrants that:

- they are at least 21 years old at the time of application;
- they are permanent legal residents of South Africa and may be required to provide proof of identity and travel eligibility;
- they are not married to each other or to any other person;
- neither of the applicants have any minor children who reside with them at the time of application or participation;
- they have the legal capacity to apply, have no conflicting legal obligations, and may travel if selected;
- they will not engage in unlawful conduct or conduct that is reasonably likely to bring the Producers or the Programme into disrepute; and

3. Selection, information and eligibility checks

The Producers' decisions concerning applications, selection and participation are final. The Producers are not required to provide reasons for their decisions, and the Applicants will not be entitled to challenge or appeal them.

If shortlisted, the Applicants may be asked to provide original identification documents, proof of travel eligibility and other information required to verify the information supplied in the application. The applicants may also be asked to participate in interviews, background checks, police clearance, biokinetic, psychological and medical assessments. Full details of any such assessment will be provided in advance.

The applicants consent to the Producers processing the personal information supplied in connection with the application and selection process for the purposes of assessing suitability and selecting participants for the Programme, in accordance with applicable law, including POPIA.

The applicants warrant that all information supplied is true, accurate and complete, and that the Applicants' application materials do not infringe any third-party rights.

4. Application materials, publicity and rights

By submitting an application, the applicant has, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, granted permission to the Producer and its successors, assignees and licensees, the right to use the applicant's name and/or likeness as such name and/or likeness appears on all materials submitted by the applicant or recorded (both audio and visual) by the Producer, which includes interviews, audition footage, photographs, likenesses, profiles, voices, performances, comments and any literary, artistic or musical material submitted or created for that purpose in the reality series, currently titled "Unbreakable South Africa – S1" ("Series") and in, and in connection with, advertising, publicizing, exhibiting and exploiting the Series, including ancillary products thereto by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The applicant hereby acknowledges that Producer shall have no obligation to utilize the applicant's Name and/or Likeness in the Series.

The Applicant hereby releases the Producer, its successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation and any other personal and/or property rights. In no event may the applicant terminate the rights granted hereunder or seek or obtain interdictory relief or other equitable relief with respect to the rights granted hereunder or the Series including, but not limited to, any right to enjoin the production, distribution, advertising, publicizing, exhibition or other exploitation of the Series or ancillary rights thereto.

If the Applicants become participants, the Streaming Service will coordinate publicity, digital and social-media activity relating to the Applicants' involvement in the Programme from the application process until three months after the final broadcast of the last episode of the Programme, unless the Producers notify the Applicants otherwise.

The Producers may amend these Terms, the application rules and the participation rules where reasonably necessary for the Programme. Updated terms will be made available on the Unbreakable Entry Portal, and publication there will constitute notice to applicants.

5. If selected

The Producers have no obligation to produce, complete, distribute or broadcast the Programme, even if the Applicants are selected. The Producers may discontinue, postpone or terminate the Programme or the application process at their discretion, without remuneration to the Applicants.

If selected, the Applicants must be available to travel and participate for the period and at the location(s) designated by the Producers, and must make themselves available for interviews, publicity and other Programme-related activities reasonably required by the Producers.

If selected, the Applicants must enter into the required participant agreement with the Producers and/or another relevant party. Failure to do so will result in non-eligibility and disqualification.

The applicants grant the Producers an irrevocable performer release and consent to the Producers photographing, filming, recording, editing, broadcasting, rebroadcasting, publishing and communicating

the Applicants' performances to the public, including for promotional purposes related to the Programme, without additional remuneration. The applicants waive any moral rights in those performances to the extent permitted by applicable law.

6. Disqualification

The Producers may disqualify the Applicants, without compensation, at any stage of the application process or Programme if the Applicants:

- provide information that is untruthful, inaccurate, misleading or incomplete;
- breach these Terms, the Programme rules or a participant agreement;
- are or become ineligible, including by reason of a conflict of interest or a material change in circumstances;
- are employees of the Producers, their affiliates, subsidiaries, agents or contractors connected with the Programme, or are otherwise disqualified by the Producers; or
- without reason in the Producers sole determination.

The applicants will not be employees of the Producers by reason of applying for or participating in the Programme and will not be entitled to employee benefits.

7. Confidentiality and media enquiries

The applicants must not disclose to any third party, without the Producers' prior written consent, information relating to the Programme, the application or selection process, the Applicants' potential or actual participation, the production team, other applicants or participants, or any other non-public information connected with the Producers or the Programme. If approached by the media, the Applicants must immediately refer the enquiry to the Producers.

8. Liability, indemnity and governing law

Participation in the application and selection process is voluntary and at the Applicants' own risk. To the fullest extent permitted by law, the Producers are not liable for any direct or consequential loss, damage, illness, accident, theft or injury arising from or connected with the application, audition, selection process or participation in the Programme, including travel.

The applicants hereby indemnify the Producers, their affiliated and subsidiary companies, officers, directors, employees and agents against claims, costs, damages and reasonable legal costs arising from the Applicants' breach of these Terms, infringement of third-party rights, or false, inaccurate or misleading information supplied by the Applicants.

These Terms are governed by South African law. The South African courts have exclusive jurisdiction over disputes arising from these Terms.

By clicking 'Submit', you confirm that you have read, understood and accept these Terms.