

GENERAL TERMS & CONDITIONS

MTN FAME EXPRESS

Welcome to the Singing SuperStar portal, hereafter termed as MTN Fame Express. It's an initiative to promote amateur singers to the next level of singing and prepare them to become professional singing stars. **MTN Fame Express is not a regular music competition in anyway. There is no official commitment of any sort, whether as prize or leader board position or contract liabilities for any participant who opts for audition.** All participants and linked entities have to abide to the following Terms and Conditions of the MTN Fame Express:

- A. MTN Ghana reserves the right to change the structure of the Competitions organized from time to time basis without prior information to any participant. Participants are themselves responsible to know the terms and conditions and running structure of the competition live at any time.
- B. This Competition is open to all active subscribers on the MTN network. .
- C. Charges for the participation are clearly announced on the IVR user interface Each participant is responsible to know about all the charges applicable for the audition and then give their consent.
- D. MTN Fame Express organizes the social music rating for the participants. This is not a regular music competition in any way. The MTN Fame Express rates the performances/auditions based on computer based method which is benchmarked based on the algorithm rationalized as per the best available information on the criteria, and scored based on the comparison of the audition performance against the benchmarked attributes (by the computer) of the original track of the same song. Though rating software algorithm has been fine tuned to give good indication of the quality of the audition, but the Rating computed by the computer is merely based on the best of the capability of the software and does not guarantee in any way the accurate rating as per the establish musical standards.
- E. Performance time should not exceed 60 seconds and audition would comprise of the vocal track of the participant along with the background track of the original song selected by the participant
- F. Criteria of any prize given to the winners or the leader board position is solely based on the computer based rating, social likes and other criteria which would be conveyed to the participants through the user interfaces. MTN reserves the right to change the criteria at any time.
- G. By acknowledging the consent on the Terms and Conditions published here participants and each contestant represents and warrants his or her compliance with these rules and regulations of MTN Fame Express. No contestant (s) will be permitted to contest/perform audition unless he or she has acknowledged and agreed to these rules and regulations

- H. MTN AND ALL ITS AFFILIATES, ("Sponsor") reserves the right — at any time — to disqualify (any) participant(s) in the audition whose entry and/or profile page and/or comments, in the sole opinion of the Sponsor, contains content that:
- a. Is Hate speech — speech or acts that are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group will be cause for disqualification;
 - b. Is Obscene or offensive material;
 - c. Defames character — speech or acts that invades the privacy of any person, or otherwise infringes upon any person's or company's intellectual property or contains disparaging remarks; and/or
 - d. Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate. We also expressly reserve the right to edit comments and comments that are deemed in sponsors' sole discretion to be inappropriate in any manner (i.e.: content that may be offensive, but may not rise to the level of a disqualification of a participant). Please do not hate on contest entrants and community members. MTN Fame Express is a stage on which undiscovered artists should showcase their talent and skill — not their venom. Please respect other MTN subscribers using the service.
- I. END USER LICENSE AGREEMENT
- a. Each participant agrees and acknowledges that all right, title and interest in and to the entry and any materials or information supplied by participant to MTN Fame Express and MTN AND ALL ITS AFFILIATES, in relation to the Competition/Portal service (collectively the "Materials"), including without limitation any and all intellectual property rights therein, are irrevocably assigned to MTN AND ALL ITS AFFILIATES, and participants retains no rights whatsoever specifically including the rights to the underlying musical composition. MTN AND ALL ITS AFFILIATES, shall own all rights to in and to the master recording therein. MTN Fame Express and MTN AND ALL ITS AFFILIATES, has the right to edit, adapt, modify, publish, promote, and otherwise use or not use the entry and the information contained therein in any way, in any media throughout the world, without any compensation to the participant. Participant agrees to do all things and execute all documentation necessary to effect the assignment and/or waiver herein described.
 - b. MTN AND ALL ITS AFFILIATES, has no obligation to use, publish or exploit any Materials, including the songs submitted by the participants;
 - c. OTHER THAN AS SET FORTH HEREIN, MTN AND ALL ITS AFFILIATES, OR ITS ASSIGNS MAY COMMERCIALY EXPLOIT THE MATERIALS WITHOUT LIABILITY OR ADDITIONAL CONSIDERATION OF ANY KIND TO THE ENTRANTS. All uploaded works from users shall immediately become the property of MTN AND ALL ITS AFFILIATES, and those works shall be used in consistent with the the country's Copyright Code. As such any MTN Fame Express user, who is currently signed to an exclusive recording agreement, should not post songs on this site without the prior written consent of the label to which you are signed. At no time may a participant use any content, specifically including but not limited to the imported

beats, for their own use, whether in a promotional or commercial capacity. All information on the IVR Portal/ belongs exclusively to and MTN AND ALL ITS AFFILIATES, and may not be used in any way outside of the confines of the game. Any entrant found to be using such content inconsistent with these rules will be immediately removed from the game and subject themselves to liability at law or in equity MTN AND ALL ITS AFFILIATES, will file claims, prosecute and vigorously pursue any and all users that are not in conformity with the rules and regulations of the game. Please be aware, in the event that any entrant is using the game to solicit any act which is unlawful including but not limited to child pornography, drug sales or online scams, MTN AND ALL ITS AFFILIATES, will fully cooperate with any and all local, state and federal law enforcement agencies investigating such activity.

- J. Hold Harmless of Service Provider Technology and hosting for aspects of this IVR Portal by TelcoVAS, a Third Party Application Service Provider ("Service Provider"). However, MTN controls the content, membership and policy of this service, including those information served by the Service Provider on its behalf.. Notwithstanding anything to the contrary, by participating in this service you agree to indemnify and hold harmless the Service Provider on all matters related to your interaction with others using this service and participation with this service, including your representation that you are at least thirteen years old. As such, the Service Provider is a third party beneficiary to your agreement with this service; such agreement with this service is defined above.
- K. MTN reserves the right to publish the specific list of songs from a specified genre of its own choice. At all times during the Competition MTN reserves the right of veto over the choice of song. Participants are permitted to select the song they wish to perform only from the list of published songs on the MTN Fame Express IVR portal.
- L. MTN reserves the right to amend the Competition Rules or terminate the Competition at any time without any liability to any participant. MTN further reserves the right to disqualify at its discretion any participant who for any reason fails or is disqualified from or unable to participate in the Program and/or Competition
- M. Participants shall at all times behave appropriately when taking part in the Competition and observe the Competition Rules and any other rules or regulations in force at the studios and/or locations.
- N. In the event that as a result of the criteria opted for the leadership position, there is a tie between two (or more) participants, MTN shall be entitled to determine in its absolute discretion which participant is rated better and/or which participant goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further performances from the participant as it in its absolute discretion deems necessary. In the event of any dispute concerning the

operation of any element of the Competition or these Competition Rules, the decision of MTN will be final.

- O. Subscribers who are chosen as “winners” shall be required to produce a valid ID card and fill out a Prize Acceptance form.
- P. Subscriber shall therefore be paid via the MTN Mobile Money platform.