

NICKELODEON ONLINE TERMS AND CONDITIONS

Access to Information

You can read our access to information documentation by clicking [HERE](#).

This is the legal part. It's so everybody knows the rules for using the www.nickelodeonafrika.com website (the "Site"). Be sure to get your parents/guardian to discuss these rules with you.

PLEASE READ THESE CONDITIONS OF USE ("CONDITIONS OF USE") CAREFULLY BEFORE USING THE SITE.

"Viacom", "We", "us" and "our" means MTV Networks Africa (Pty) Ltd t/a Viacom International Media Networks Africa of 1 Saxon Road, Hyde Park, Johannesburg, 2196. If you have any questions or concerns please contact us. Our contact details can be found [HERE](#).

Access to the Site

By accessing and using the Site you agree to be bound by these Conditions of Use. If you do not agree with all of the Conditions of Use, please do not use the Site.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these Conditions of Use at any time. Such changes and/or modifications shall become effective immediately they're posted on the Site. We recommend that you review the Conditions of Use from time to time as your continued use of the Site, following the posting of changes, will mean you accept any revised Conditions of Use.

The Site is for your personal use only in accordance with the Conditions of Use. You cannot use it for any commercial purposes at all.

Ownership of Intellectual Property Rights

"Intellectual Property Rights" shall mean all patents, trade marks, service marks, copyright, database right, service marks, trade names, design rights, know-how, confidential information as well as the "look-and feel" of the Site and similar proprietary rights worldwide whether registered or unregistered.

Associated companies shall include Viacom International Inc and/or their subsidiaries, affiliates and assigns including any other form of business which is directly or indirectly controlled by Viacom International Inc.

All rights, title and interest in Intellectual Property Rights in the Site including without limitation games, ringtones, data, software, design, text, images, photographs, illustrations, audio-clips, video-clips, screen savers, artwork, graphic material or other elements (the "Material") are the property of Viacom and/or its associated companies, and/or its licensors and/or other respective owners and are protected under local and foreign Intellectual Property Rights laws.

If you use any Material you must maintain all copyright and other Intellectual Property Rights notices contained in such Material.

You agree not to copy, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, transmit, sell, rent, lease, lend, sub-licence or circulate any Material and/or part of or all of the Site to any third party (including, without limitation, the display and distribution of the Material via a third party website) without our express prior written consent. Use of Viacom's and/or our licensors' Material is only permitted with our express prior written permission.

You agree not to disassemble, decompile, reverse engineer or otherwise modify the Material or the Site in any way.

Submissions

Uploading and licence

Where we provide areas of the Site to allow users to post and exchange information, ideas and opinions, or other material including without limitation text, images, designs, audio and/or video clips (collectively referred to as "Submissions"), your Submissions represent the views and opinions of you and other contributors to the Site. In no event will we assume any responsibility or liability for any of your Submissions nor will we represent or endorse the accuracy or reliability of any advice, opinion, statement, suggestion or other information in your Submissions nor will we be liable for any loss or damages resulting from their use and/or appearance on the Site.

In consideration of using the Site you grant us and our associated companies a free of charge, perpetual, worldwide, royalty-free, irrevocable, non-exclusive licence to use, as we, in our discretion see fit, any Submissions (or other information) submitted by you to the Site (whether at our invitation or on an unsolicited basis). Such use may include, but is not limited to reproducing, editing, licensing, copying, adapting, transmitting, broadcasting, publishing or deleting. Given the volume of material uploaded to our online services we can't deal with each user individually so we need you to grant us this licence so we can operate our business effectively

You undertake, represent and warrant to us that any Submission is original to you and does not infringe any rights of any third party.

Your Submissions still belongs to you. We do not claim any ownership rights in your Submissions. This means that you continue to retain all ownership rights and you may still use your Submissions in any way you choose, including licensing that Submission to other websites.

How we may use your Submissions

In exchange for allowing you to upload your Submissions and make it available to the public via our online services, you grant us (for the full term of any rights that may exist in your material) the non-exclusive, worldwide, sub-licensable right to use your Submissions as follows (without payment to you or any third party):

We can play, publish, make available to the public, perform, display, reproduce, distribute and otherwise use your Submissions on television channels and/or other platforms owned and operated by us or our associated companies worldwide and on any other media whether now known or invented in the future (including, without limitation, websites and mobile phone services) ("Viacom services").

Why? We need these rights so that we can show your Submissions to the general public on our services, for example to broadcast them on our television channels and to stream from our websites.

We have the right to host, store, copy, modify, adapt, edit, translate, create derivative works from, incorporate into other works, and/or otherwise treat in any way your Submissions at our discretion.

Why? We need these rights so we can use your Submissions efficiently in our services. For example so that we can put your material into a technical format compatible with our services, or to edit or

incorporate your material into other programming, or cut the duration of your Submissions in order to meet television scheduling requirements.

We may (but we are not obliged to) identify you as the creator or author, for example by displaying your name or any photograph of you that you may have submitted when your material appears on Viacom services. We also have the right to sub-licence our rights in your Submissions to third parties in the normal course of our business.

Why? We need this right so we can allow our distribution partners (for example internet service providers or mobile network operators) to host your Submissions and also so that we can distribute your Submissions to other companies, such as television broadcasters and website owners for them to use on their services. There is no restriction on us obtaining advertising or sponsorship revenue in connection with your Submissions (for example selling advertising space next to your materials or using your Submissions in commercial advertisements).

You waive any “moral” rights in your Submissions for the purposes of us using it in accordance with these terms. Your moral rights include the right to be identified as the author and the right to object to derogatory treatment of your Submissions. We need this waiver because we may not always be able to identify you (or other users who have uploaded content) as the author, and we need to be able to edit or treat your Submissions as we see appropriate in our editorial judgment.

We have the right not to exhibit your Submissions on any Viacom Service or any other media, and the right to remove your material, or links or any other means of access to your Submissions, from our online or other services at our discretion at any time for any reason.

Terminating this licence

If you want us to stop using your Submission please submit the details of your Submission along with your instruction to remove this Submission by contacting us [HERE](#). We will then stop using your Submission in new programming on our Viacom services as far as reasonably practicable. However we are not obliged to stop your Submission where it is already being used or where we have already incorporated it into compilation packages or other programming or where we have sublicensed your Submission to a third party.

Your promises

It is very important that the Submissions you post or upload to our online services are your OWN work. Submissions that you did not create yourself, or that include video content owned by a third party, images of people or information about people without their permission can result in serious liability to us and to you.

Accordingly, **you promise that:**

You are the only creator, author and owner of the Submissions you post or upload, or if you are not the exclusive owner you have received written consent from the owner to upload or post the Submissions and to grant us the rights to use the Submissions as set out above.

Our use of your Submissions will not infringe any intellectual property or other rights of any third party (for example trade marks, copyright, privacy rights). This means that, if your Submissions contain any underlying copyrights such as music, lyrics, film footage, artwork or other copyright material owned by any other person, you confirm that you have obtained all necessary consents in writing (including from other people appearing in your Submissions) necessary for us to use your Submission as set out above.

The Submissions will not contain anything that is defamatory, offensive or illegal.

Your Submissions are free from any right or claim by anyone under any recording contract, publishing contract, or any union, guild or collecting society such as the Performing Right Society and you agree that you will inform us immediately if this status changes.

Moderation of Submissions

We do not necessarily (and are not obliged to) pre-moderate the Submissions that you submit to our online services, but we reserve the right to monitor any Submission submitted and any communications on our online services and you now consent to any such monitoring. We reserve the right to remove, at any time and without reason or prior notice or any liability to you, any Submission that you have submitted.

We will make every effort to ensure that the Site best serves your interests and those of all users and, therefore, we will have the right to monitor, remove, suspend, destroy, use and change any Submissions in any manner that we think necessary at any time.

You agree that you will not use any Submission or any part of the Site to:

collect, store and/or identify private or personal information of any user;

facilitate personal attacks on other individuals;

upload, post or e-mail any content or other information that we deem inappropriate for the Site;

harm children in any way including, without limitation, in relation to grooming children online under South African law and foreign law;

impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;

bully, stalk or otherwise harass any other user of the Site;

upload, post or e-mail any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

upload, post or e-mail any content that infringes any Intellectual Property Rights or other third party rights of any party;

upload, post or e-mail any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters' or any other form of solicitation;

upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment and/or the Site;

promote and/or generate revenue for yourself and/or any third party business activity; and/or

violate any applicable national or international laws or regulations.

Competitions and Other Activities

We provide additional terms and conditions for certain activities on the Site, including for competitions, provided by us and/or other third parties. These Conditions of Use are incorporated into those specific terms and conditions provided in respect of a particular activity. In the event of any conflict, the specific terms and conditions provided for the activity you have chosen will take precedence. You can look at our Competition Rules [HERE](#).

Disclaimer and Limitation of Liability

The Site and all Materials contained in it are provided solely for entertainment and promotional purposes.

The Site and all Materials contained in it are distributed and transmitted by us on an "as is" and "as available" basis. Except to the extent required by law, Viacom including its associated companies, its directors, employees, agents or sub-contractors (1) disclaims any and all express or implied representations, warranties and/or conditions of any kind, including, but not limited to the implied conditions and/or warranties of satisfactory quality, fitness for purpose, non-infringement, compatibility, security and/or accuracy; (2) is not responsible or liable for any infection or contamination of your system arising out of or in connection with your use of the Site or any connected website and does not warrant that the Site, the server(s) that make the Site available or any connected website are free from viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components; (3) is not responsible or liable for interruptions, delays, inaccuracies, errors, or omissions arising out of your use of the Site or any connected website or with respect to the Material, or Submissions contained on the Site; and (4) does not warrant that the Site, or any connected website, any materials, third party content, goods and services offered will be uninterrupted or error free.

The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any material and use of and access to the Site or any connected website rests with you.

To the fullest extent permissible by law, and except in the case of fraud and/or negligence resulting in death or personal injury, Viacom, its associated companies, and its respective officers, directors, employees, agents, licensors, consultants, representatives, and/or third party providers will not be liable for any loss or damage and/or claims of any kind arising out of or in connection with the Site and/or Postings and/or Submissions and/or Materials and/or any connected website including, without limitation, (1) indirect or consequential loss; (2) loss of profits or revenue or savings or other economic loss; (3) incidental, direct, or special loss or similar damages; (4) loss of or damage to data; (5) loss of business or goodwill; and/or (6) wasted or lost management time, even if advised of the possibility of such loss or damage or if such loss or damage was foreseeable. Notwithstanding the foregoing, in no event shall our liability to you for any and all losses or damages (whether in contract, tort, breach of statutory duty or otherwise) exceed the amount paid by you, if any, for accessing the Site.

Indemnity

You agree to fully indemnify, defend and hold harmless Viacom, its associated companies, its directors, employees, agents, licensors, representatives and third party providers from and against all loss and damages including reasonable legal fees, resulting from any breach of these Conditions of Use by you. We reserve the right to assume, at our sole expense, the exclusive defence and control of any matter

subject to full indemnity by you, in which event you agree to fully co-operate with us in defending any action or potential action.

Third Party Hyperlinks

The Site may contain links to other websites (“Hyperlinked Sites”) and these are provided for convenience only. We don’t endorse the opinions or views found in any Hyperlinked Sites. We don’t verify, endorse or take responsibility for the accuracy, completeness or quality of any content contained on these Hyperlinked Sites.

Furthermore, we are not responsible for the quality of or delivery of any products or services offered, accessed, obtained by or advertised at such Hyperlinked Sites. As such, neither we nor our associated companies will be responsible for content provided on any Hyperlinked Site.

Advertising / Microsites

We are not responsible for any adverts that appear on the Site. We don’t endorse, or make any representations or warranties concerning, any advertiser’s goods or services seen on the Site or on their website nor can we accept any responsibility for their goods or services.

Termination

We reserve the right to terminate your use of the Site and block any use in the future if we believe that you have breached any of these Conditions of Use or if you have breached any relevant law or regulation.

Miscellaneous

Unless otherwise specified, these Conditions of Use contain the entire understanding between you and us and supersede all prior terms or conditions in respect of your use of the Site.

If any provision of these Conditions of Use is found to be illegal, invalid or unenforceable, then to the extent to which such provision is illegal, invalid or otherwise unenforceable, it shall be severed and deleted and the remaining provisions shall survive and remain in full force and effect.

These Conditions of Use shall be governed by and construed in accordance with the laws of South Africa and any disputes arising shall be subject to the exclusive jurisdiction of the South African courts.

These Conditions of Use were last updated on **1 September 2015**.