



CONTACT

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the **BOOKMARKS**2020

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A Quick Guide:

READ THE RULES	<p>Before you begin your journey to winning gold - PLEASE READ ALL THE RULES (ENTRY GUIDE) PROPERLY. PREFERABLY MORE THAN ONCE.</p> <p>Only work which has been approved by your publisher/client/agency heads and that has been published, launched or aired may be published.</p>
CHECK CATEGORIES & FEES	<p>Make sure you enter your work in the correct categories. If you need help determining which category is most appropriate for your work, please don't hesitate to contact thebookmarks@iabsa.net for assistance. Please check the entry fees and methods of payment. The Bookmarks reserves the right to move entries to more appropriate categories during the entry processing and prior to judging.</p> <p>The responsibility for ensuring that an entry is entered into the correct category lies with the entrant. The Jury are not allowed to move entries between categories during judging.</p>
NOTE THE ENTRIES TIMELINE	<p>ENTRIES OPEN: MONDAY 30 SEPTEMBER 2019 EARLY BIRD: 30 SEPTEMBER 2019 – 14 OCTOBER 2019 STANDARD: 15 OCTOBER 2019 – 5 NOVEMBER 2019 LATE FEE: 6 NOVEMBER 2019 – 20 NOVEMBER 2019 ENTRIES CLOSE: 20 NOVEMBER 2019 (MIDNIGHT) ELIGIBILITY PERIOD: 1 NOVEMBER 2018 – 13 DECEMBER 2019</p>
CREATE YOUR ENTRY	<p>Each category has different criteria that need to be met, including supporting media and documents. Please check the entry form and entry guide to ensure you're ready to upload your entry.</p>
PREPARE YOUR ONE-PAGER & RESULTS DOCUMENTS	<p>Two documents need to be submitted with each entry – a “one-pager” summary and a “Results” document that clearly prove the success of your entry (some categories do not require results – please read the relevant category criteria).</p> <p>Failure to produce compelling motivations will limit your entry's chance of winning. The basic structure of a “one-pager” should include your brief/objective and information based on the category entry criteria.</p>
SUBMIT YOUR ENTRY ONLINE	<p>Create an entry on the online system, choose a category and fill in the relevant information in the form. Entries can be edited at any stage before submission.</p>
UPLOAD MEDIA AND SUPPORTING DOCUMENTS	<p>Refer to the Entry Guide page for detailed instructions. All electronic media and documentation must be uploaded via the entry system. If you have any entry queries, please send an e-mail to bookmarks@loeries.com</p>
NEED HELP?	<p>If you have any technical queries, please call us on 011 772 1220 or send an e-mail to bookmarks@loeries.com.</p>

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The rules:

Please note that while we encourage and accept work being entered into multiple categories, it is advised that each entry is set up specific to that category in order for that piece of work to shine in the category you have entered it in. Entries may be submitted into any category, and into multiple categories. However the Bookmarks Jury President reserves the right to remove or reassign entries that are not relevant to the original category entered.

1. Entries must have appeared online during the period 1 November 2019 and 9 December 2019.
2. The deadline for all entries is **Tuesday 20 November 2019**
3. Entries from previous years (in particular, platforms, publications and apps) may be re-entered into categories where re-entries are explicitly allowed. [Click here to download the full list of 2020 categories and entry criteria](#) to see this information. Where required, entrants must motivate for what has changed in the work since the last time it was entered. Work deemed to be too similar to versions that have been entered previously may be removed from judging.
4. Except for the Publishing, some of the Craft categories and the Special Honours categories, entries are prohibited from carrying any agency branding or imagery, or any indication or reference whatsoever to the creator of the work. Entries are judged anonymously and any indication of who / which company created the work will not be allowed. [Click here to download the full list of 2020 categories and entry criteria](#) to see this information.
5. Work entered must have been developed for a South African audience; or by a South African agency for an international audience.
6. Any non-English entries must include subtitles. Also include any necessary explanation for the jury to understand the context of the translation.
7. A “One-pager” must be submitted with all entries, and entries which do not include this may be disqualified. Please see the “One Pager” guidelines below. A separate results page, in addition to the one pager, may be submitted where relevant.
8. The Bookmarks Jury President reserves the right to cancel a category and refund the entry fees if a suitable number of entries are not received or the entries are not of sufficient quality.

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The Categories:

1. Finding the right category for your work is an art not a science. Consider not only what fits your entry, but also what criteria it is likely to get judged against.
2. You may enter your work into as many categories as you wish. It will be judged according to the category description in every case and potentially by different juries. Please ensure you align multiple entries with the correct rationale and entry criteria for that category.
3. Please study the criteria CAREFULLY. These are the instructions that judges will be given to evaluate your work. If you haven't addressed these points your entry will suffer.
4. Craft categories are for recognizing the agency, publisher or brand - with the exception of the 'Craft: Excellence in software, coding & tech innovation' award. This is an individual or team award for demonstrable excellence and innovation in coding or use of technology in an online campaign or platform.. Whilst the entering company will still receive points, the award is given to the individual/ team only in this one award.
5. Agency of the Year, Brand of the Year and Publisher of the Year: are won based on points earned in the Bookmarks show in categories which contribute points (see Categories and Criteria sheet). No entries are required or accepted for these.
6. **SPECIAL HONOURS:** Submit a Motivation: In brief, why are you nominating this person or company for the award? Convince us! You may submit examples of supporting work as part of your motivation, if you choose. Be sure to mention the nominee by name.
7. **NEW SUB-CATEGORIES:**

Sub Category	Category	Panel
Employee Experience Platform	Platform	Builders
Brand system or Brandfile platform	Platform	Builders
Best Direct Brand or Online Business	Special Honours	SpecialHonours
Break Through on a Budget	Campaign	Marketers

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The one-pager

1. This is a page with all the information to “sell” your entry to the judges, in response to the criteria listed for the entry category. Please pay special attention to the weighting of each entry criteria.
2. Your “One-pager” must be submitted as a high-res jpeg (see specs provided at the end of this document)—PDFs will not be accepted.
3. Round 1 is an “In or Out” filtering stage of judging. The intention behind filtering the entries in this round is that the judges are then able to devote the majority of their time to considering the best entries in each category. In this round judges may base their decision SOLELY on the “One- pager” and it is therefore critical that your “One-pager” does your work justice. Consider carefully what you need to tell the judges in order to persuade them that it’s worth moving your entry forward to the second round.
4. Slightly different information will be appropriate for the various categories. Please study the CRITERIA carefully. Also include:
 - The title and description of the work;
 - A representative work visual (if applicable)—like a screen-grab or an example banner;
 - In the Publishing categories where the entry is an item/s published (and not a site/platform/service), provide the link/s to the story/video/podcast/ etc; and
 - Supporting evidence for the applicable criteria.

Other Supporting Material

Entry format: Except for links to content items in some Publisher categories websites or landing pages should be presented as an overview video or in high res jpegs.

You can choose to submit your supporting material in video format or as additional jpegs – or a combination of both (specs are provided at the end of this document).

This media should include all relevant information about the work – sufficient to give a judge a clear idea of what you have done.

DO NOT PLACE YOUR NAME OR YOUR AGENCY BRANDING ON YOUR ENTRY. As all work is judged anonymously, you must ensure that no reference to your agency is included on the entry – or you may be contacted to resubmit your entry. PLEASE NOTE THAT THIS IS NOT APPLICABLE TO ENTRIES IN THE PUBLISHER CATEGORIES.

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Entry Tip: Be realistic about how much time judges have to view your work. The judges have no obligation to review your entire submission and experience shows that a short punchy entry, with our clear outline of how your work meets or exceeds the entry criteria, beats a 10-minute case video every time!

Evidence of Results: Bookmarks is a show committed to awarding work that has delivered results. Majority of categories including a 30% weighting for results achieved, and are judged accordingly. Other than Craft, Special Honours, Data Stories, News Innovation. Results are not JUST screen grabs of your Google Analytics dashboard.

The judges typically consider the following:

1. The articulation of your business or campaign objective and how this was achieved by the work submitted.
2. Whether the results are believable (avoid “4567% increase in Twitter followers”).
3. Whether the entry was meaningful to the client or business;
4. Whether the results submitted are relevant to the specific category being reviewed; and
5. Whether the results submitted represent an efficient use of the client’s budget. Return on Investment is therefore key.

Entry assets:

- The presentation images will be a summary of your entry and will be used for judging, as well as on screen at the awards ceremony, should your work win.
- **Do not place your name or your agency branding on your Jpeg, with the exception of Publisher categories where relevant.**
- A maximum of 15 JPEGS allowed, as part of supporting material
- High resolution (300dpi) Jpegs ONLY. • MUST BE 7063(w) x 5008(h) pixels. File size is 5MB - 15MB per image.
- Text must be legible when projected to a screen.
- Submit close up images of small details that need to be seen by the jury.
- **Overview video maximum length = 2 minutes Maximum size = 400MB**
- If it is felt necessary, the full-length work may accompany the 2-minute entry and may be viewed at the judges’ discretion.
- **PLEASE NOTE:** All non-English entries must have English subtitles.
- Choose one of the following if using video files as supporting material:

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Choose one of the following if using video files as supporting material:

FORMAT (PREFERRED)	FRAME SIZE	FRAME RATE	BIT RATE
HD 720p	1280x720	25 fps	16 Mbps
HD 1080	1920 x 1080	25 fps	16 Mbps
FORMAT (ACCEPTED)	FRAME SIZE	FRAME RATE	BIT RATE
PAL 4:3	720x576	25fps	5 Mbps
PAL 16:9	1024x576	25 fps	5 Mbps
NTSC 4:3	720x480	29.97 fps	5 Mbps
NTSC 16:9	854x480	29.97 fps	5 Mbps

Video files must be transcoded to the below specifications:

- Video must be encoded to Quicktime (.MOV/)
- Bitrate as per table above
- Frame reordering: Enabled
- Key Frames: Automatic
- Quality: High (Multi-Pass recommended)
- Streaming: None
- Audio AAC Stereo 48kHz
- Audio Bit Resolution: 16bit
- Audio Encoding: Constant Bit Rate (CBR)
- Audio Bit Rate: 192kbps
- Video Clock/Slate: NONE
- Non-English entries must have subtitles

If you have any technical queries, please call us on 011 772 1220 or send an e-mail to bookmarks@loeries.com.

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Entry Fees

Categories	2020 Standard Fee	2020 IAB SA Member Fee (discount)
Platform	R1 380 ex VAT	R1 059 ex VAT
Communities	R1 380 ex VAT	R1 059 ex VAT
Channels	R1 380 ex VAT	R1 059 ex VAT
Emerging Digital Technologies & Channels	R1 380 ex VAT	R1 059 ex VAT
Publishing	R1 380 ex VAT	R1 059 ex VAT
Campaign	R1 380 ex VAT	R1 059 ex VAT
Craft Awards	R1 434 ex VAT	R 913,50 ex VAT
Special Honours	R1 370 ex VAT	FREE to enter
Special Honours Student HON01	R. 479 ex VAT	FREE to enter

Early Bird Entry Discount:

Any entry completed and paid for between Monday 30 September 2019 and Monday 14 October 2019 by close of business, will receive a 10% discount. Thereafter normal rates will apply, as per the outlined award fees for 2020.

Late fee (5 November 2019 – 20 November 2019): Entries submitted past the 5th November 2019 will be subject to a 10% late penalty fee. The entry timeline closes on 20 November 2019 and no entries will be submitted past that date.

PLEASE NOTE: The “Best Brand”, “Best Agency” and “Best Publisher” categories are free, as they are drawn from performance in the competition and therefore do not need formal entries.

ELIGIBLE ENTRIES: Please make sure your work is eligible - read the Entry Rules before submitting your work. All entries are subject to the Terms & Conditions of The Bookmark Awards.

METHODS OF PAYMENT: Payment can only be made by Bank Transfer or Credit Card. Account details are provided on the invoice.

NO REFUNDS ON ENTRIES: Under no circumstances will refunds of any fees or costs relating to Entries or entry into the Bookmarks be issued to Entrants. The fees paid for Entries are intended to cover the costs of administration, processing and judging the Entries and preparing the awards.

If you have any entry queries, please send an e-mail to thebookmarks@iabsa.net. If you have any technical queries, please call us on 011 772 1220 or send an e-mail to bookmarks@loeries.com.

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Judging Process

JUDGING TAKES PLACE IN TWO ROUNDS:

1. ROUND 1: ONLINE (OFF-SITE JUDGING)

The judges login via the Loeries online judging System and will begin by reading your One Pager” supplied as part of your entry. Thereafter each judge will view the material in more depth for those entries that they believe have a strong chance of progressing through the competition. **THE JUDGE IS UNDER NO OBLIGATION TO READ ALL YOUR MATERIAL OR WATCH ALL OF YOUR VIDEOS.**

2. ROUND 2: ON-SITE JUDGING

The judges convene for two days of intense judging to score all finalists. Scoring is secret and only the Jury President will know at the end of the judging who the winners are.

At all times, including Round 1 and Round 2, judges are recused from judging their own work, or work that presents a conflict of interest. In round 2, recused judges are physically absent and do not participate in the discussions. In facilitating round 2, the Jury President will be assisted by three additional jury chairs. To ensure neutrality, neither the president nor chairs judge entries. Their role is to manage the judging process, and to ensure fairness and equal application of the entry criteria and competition rules.

THE SHORTLIST:

Based on the criteria, entries are narrowed down to a shortlist before final evaluation by the judges. This shortlist will be released prior to the Bookmarks show.

The final score then determines their qualification for Bronze Certificates, or Silver, Gold or Perspex (for special honours) Pixels.

Shortlisted entries do not automatically qualify for an award. Self-promotional work will not be eligible for Gold Pixels.

If you have any entry queries, please send an e-mail to thebookmarks@iabsa.net.

If you have any technical queries, please call us on 011 772 1220 or send an e-mail to bookmarks@loeries.com.

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Terms & Conditions

1. INTRODUCTION

The Interactive Advertising Bureau of South Africa (IAB) (Registration No. 2011/011625/08) (the “Association”) is the organiser, administrator and owner of The Bookmark Awards (the “Bookmarks”), which includes an annual award ceremony and related activities which promote and reward digital media and marketing excellence. The Association is also the owner and operator of the website located at www.thebookmarks.co.za (the “Website”).

These terms and conditions are binding on all persons that access the Website (referred to as “Users” and/or “Entrants”, as defined below). By entering the Website, the person accessing the Website agrees to be bound by these terms and conditions. Further, all persons or entities entering the Bookmarks (“Entrants”), agree to these terms and conditions. A person that enters the Bookmarks on behalf of another person or entity hereby warrants their authority to do so. The Association reserves the right to request proof of such authority and to disqualify the Entrant if no proof is furnished. If a person does not agree to these terms and conditions, such person may not enter, view or make use of the Website or enter the Bookmarks.

The Association may from time to time amend these terms and conditions without notice to a User or Entrant. The User or Entrant’s continued use of this Website or participation in the Bookmarks shall constitute their agreement to the amended terms and conditions.

2. THE BOOKMARKS

Rules of the Bookmarks: All entries for the Bookmarks (“Entries”) are subject to the rules of the Bookmarks, as contained in these terms and conditions, any other applicable rules or terms and conditions on the Website and any amendment or update to any of the aforesaid. In the event of any contradiction between these terms and conditions and any other rules, terms or conditions on the Website, these terms and conditions will take precedence.

During the judging process, the decisions of the judges of the Bookmarks shall be final in regard to all matters or disputes relating to judging of entries and the awarding of awards. The decisions of the Board of Directors of the IAB and the Jury President of the Bookmarks shall be final regarding all matters or disputes that arise after the judging process has been concluded as well as all other matters that do not form part of the judging process, such as whether an Entrant is eligible to enter the Bookmarks, which category an Entry should fall in and whether an Entrant has complied with all entry terms and conditions.

ENTRY INTO THE BOOKMARKS:

Anyone involved in the creation, publishing or production of work (including directly from the brand, agency or production company) may enter work in the Bookmarks.

More provisions about the works that qualify for entry, the submission guidelines, and the applicable categories can be found under “How to Enter” on the Website.

The Entrant is responsible for obtaining any and all releases and consents necessary to permit the use and exhibition of the Entry and entered work for all purposes relating to the Bookmarks, the activities of the Association and as set

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out in these terms and conditions. The Association reserves the right to at any time request proof of such permissions. An Entry may be disqualified if such proof cannot be made available to the Association.

All Entries must be approved by the relevant client for whom they were produced and all necessary permissions must be obtained. In particular, the client for whom the work was created must consent to entry of the relevant work into the Bookmarks and for it to be used in accordance with these terms and conditions. An Entry may not be entered if the work is subject to any agreements with third parties and/or other licenses and the necessary consents have not been obtained.

The Association has the right to request written proof of the initial publication date, as well as written proof of all required permissions. On request by the Association, the Entrant must provide the Association with proof of such consent and the contact details of the relevant client's representative. The Entrant grants the Association permission to verify whether the permissions mentioned above have been obtained.

An Entrant must provide the Association with an entry confirmation form, in the form prescribed by the Association, signed by the Entrant's Chief Executive Officer, Executive Creative Director, Editor, Publisher or such other authorised representative as may be approved by the Association.

An Entry may also not be entered if the Association will be required to make any payment to any person or entity, including, without limitation, any collecting societies or holders of performer's rights, moral rights or any intellectual property rights.

An entrant may not enter any work or Entry into the Bookmarks if it:

- Infringes or violates the rights of any third party, including, without limitation, copyright, trademarks, patents, trade secrets, contractual licensing rights, privacy rights, moral rights or any other intellectual property rights;
- Violates any applicable local, provincial, national or international law or incorporates any content that would encourage or promote the violation of any law;
- Promotes or incites intimidation or harassment of any individuals or groups of individuals or discriminates against any individuals or groups of individuals;
- Contains pornographic or graphic sexual content, hateful content of any kind (such as sexism or racism) or promotes or incites violence or harm to any person or animal; or
- Is offensive, obscene or inappropriate.

Ineligibility: Any Entry that has infringed any of its country of origin's laws or voluntary or regulatory codes (including codes of advertising or practice) is not eligible. In the case of South African entries, any advertisements withdrawn or ruled against by the Advertising Standards Authority in terms of their Code of Advertising Practice or other relevant code are not eligible for entry. In the case of editorial content, any published material ruled against by the Press Ombud or the Press Council's Appeals Panel in terms of the Press Code are not eligible for entry. It is the responsibility of the entrant to notify the Association if the Entry has been ruled against or withdrawn, and to withdraw such work from the Bookmarks. If the Association has awarded an award in respect of an Entry which is or becomes ineligible, the Association may withdraw such award. The Entrant shall ensure that all clearances in respect of the Entry has been obtained and shall provide proof thereof to the Association upon the Association's request.

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Disqualification and Sanctions: The Association reserves the right to reject or disqualify an Entry as well as all other Entries of an Entrant if an Entry does not fully comply with the above provisions or any other provision of these terms and conditions or any other terms and conditions, criteria, guidelines or requirements relating to Entries, as amended from time to time (collectively the “Collective Rules”). If one or more awards have been awarded to an Entrant and the Association determines that the Entrant did not comply with the one or more of the Collective Rules, the Association shall be entitled to withdraw all awards awarded to the Entrant, whether or not the Entrant’s other Entries comply with the Collective Rules. In such an event, the Association may also impose additional sanctions on that Entrant, including, without limitation, the issue of a press statement, a prohibition on representatives of the Entrant serving as judges of the Bookmarks, a prohibition on the Entrant entering the Bookmarks for any period specified by the Association, and such other sanctions as may be determined by the Association in its discretion. The Association shall in its sole and absolute discretion be entitled to determine whether any Entry does not comply with one or more of the Collective Rules.

An Entrant may not tamper with this Website, interfere or tamper with or manipulate the judging or awards process or interfere with the independence of the judges in any manner. The Association reserves the right to disqualify any Entrant or Entry if the Association determines, in its sole and absolute discretion, that the Entrant has interfered or tampered with the entry, judging or awards process or has interfered with the independence of the judges.

License: By submitting an Entry into the Bookmarks, the Entrant grants the Association an irrevocable, perpetual, royalty free, non-exclusive, sub- licensable, unconditional and transferable license throughout the world to publish, reproduce, copy, transmit, broadcast, publicly perform, display, exhibit and/ or otherwise use or reuse the Entry and the Entrant’s name, image, likeness, background and biographical material in any and all media, including, without limitation, any publication, advertisement, marketing or promotional material, print, digital or electronic media, the internet, any broadcast channel on the internet, audio and audio visual media and television or radio station in any manner for purposes of promoting Association and the Bookmarks, by any means by the Association. The Entrant also grants permission to the Association to show, copy or play the Entry at such times as the Association deems appropriate. The Association shall be entitled to make available for educational and reference purposes, including electronic publishing, any Entries. If any television or radio station agrees to telecast a news or other program related to Bookmarks or the Association, the Entrant agrees to obtain any permissions and to bear and pay for all talent or any other applicable charges incurred by inclusion of the Entry in the program, if required. The Entrant waives and shall procure the waiver of all moral rights vesting in or relating to the Entry. The Entrant waives and indemnifies the Association from any and all claims that may arise based on moral rights or unfair competition relating to the Association’s use of the Entry.

Publicity: The Entrant grants the Association the right to use and announce the Entrant’s name, voice, likeness, image and biographical data and any information relating to the Entry for promotional purposes relating to the Association or the Bookmarks in perpetuity, in any media and in any part of the world.

Warranties: By submitting an Entry the Entrant warrants that it is entitled to grant the license referred to above and that it has obtained all necessary permissions, usage rights and waivers of moral rights from all third parties who contributed to or commissioned the Entry or were otherwise involved in the entry or the production thereof, including without limitation the advertiser whose goods or services the Entry promotes, producers, directors, photographers, illustrators and performers, together with the owners of any trade or service marks or any other intellectual property, whether registered or not, which are included in or form part of the Entry. The Entrant also warrants that the credits and information in the Entry are true and correct and that publication and use of those credits and information will not infringe any moral or other rights of the Entrant or any third party.

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Indemnity and Liability: The Entrant hereby indemnifies and holds harmless the Association, its sponsors and all entities and persons associated with the Bookmarks against any liability, claims, damages, costs (including legal fees and court costs expenses or penalties arising from or relating to any breach or alleged breach of the aforementioned representations and warranties by the Entrant or use of the Entry by the Association. The Entrant agrees that Association shall not be liable for any loss, damage, injury, cost or expense arising from acts or omissions of Entrant, including but not limited to the payment of any money owed to interested third parties, and the Entrant hereby indemnifies the Association against all such losses, damage, injuries, costs and expenses.

The Association, the sponsors of the Bookmarks and all entities and persons related to the Bookmarks and their employees, officers, contractors, consultants and associates shall not be liable for and the Entrant hereby indemnifies and holds them harmless against any claim, liability, injury, cost (including legal fees), expense or penalty suffered or incurred by any person as a result of entering and participating in the Bookmarks or accepting or using any prize.

The Association and all persons and entities associated with the Bookmarks shall not be responsible to the Entrant for incorrect or inaccurate entry of information, human error, technical malfunction or if any Entry is submitted or received late, damaged, stolen, lost, incorrect, directed, undelivered, delayed or incomplete or does not reach the Association.

Judging: The outcome of the Bookmarks depends on the skill shown in Entries. There is no element of luck or chance involved in the awarding of awards. Not all entries will receive awards, and there may be no award given in some categories. The Association reserves the right not to award any award if the Company or the judges deem Entries to be of an insufficient standard.

Property of Entries: All documents, storage media and other material that accompany or forms part of an Entry or are submitted with it will become the sole property of the Association. The Association will not return any items entered or submitted to the Association and will not be responsible for any loss or destruction of or damage thereto of whatever nature. The Association shall be entitled to dispose of, destroy, store or exhibit all documents, storage media and other material forming part of or accompanying an Entry.

Right to Withdraw and Change Entries:

The Bookmarks reserves the right, in its sole discretion, to reject any Entry, or move any Entry to an alternative category.

No Refunds on Entries: Under no circumstances will refunds of any fees or costs relating to Entries or entry into the Bookmarks be issued to Entrants. The fees paid for Entries are intended to cover the costs of administration, processing and judging the Entries and preparing the awards. Tickets to IAB events (including but are not limited to the Digital Summit and the Bookmark Awards): No refunds will be given to ticket holders for any event. The Association may choose, at its sole discretion, to resell tickets on the behalf of the ticket holder and in this instance to refund the ticket holder, less an administration fee.

The Bookmarks Ceremony: The Association may make changes to the Bookmarks ceremony without prior notice, including changes to times. The ticket holder grants the Association and its agents an irrevocable, royalty free, non-exclusive license throughout the world to publish and use any imagery of the ticket holder acquired or taken during the Bookmarks ceremony, in any publication, advertisement, marketing or promotional material (including television or radio station news or other programs related to the Association or the Bookmarks), for the sole purpose of promoting

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the Association or the Bookmarks, by any means the Association chooses, including and without limitation print, electronic media and broadcast.

The Bookmarks reserves the right to make available for promotional, educational or reference purposes, including electronic publishing, any imagery of the ticket holder.

Use of Trademarks: All Entrants and Users agree not to use any of the trademarks, trade names and marks of whatever nature owned or used by the Association from time to time in relation to The Bookmarks or anything similar thereto (the “Trademarks”) without the Association’s prior written consent. Without limiting the generality of the aforesaid, no Entrant or User may, without the Association’s prior written consent, use or refer to the Trademark “The Bookmark Awards” or “The Bookmarks” or anything similar thereto in relation to any event or party hosted or organised by the User or Entrant or include any of the Trademarks in the name of any such event or party. The User undertakes to ensure that all of its clients, associated companies, employees, consultants, contractors and agents comply with the aforesaid provisions.

3. ONLINE TRANSACTIONS

Payment options accepted: Payment may be made via Visa or Master Card credit cards or by bank transfer into the Association’s bank account, the details of which are provided at the payment interface.

Credit card acquiring and security: Credit card transactions will be acquired for the Bookmarks by iVeri who are the approved payment gateway for Nedbank. iVeri use SSL3 and no credit card details are stored on the website. Users may go to www.iveri.com to view their security certificate, security policy and further information. Customer details will be stored by the Association separately from card details which are entered by the client on iVeri’s secure site. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. The transaction Currency is ZAR (South African Rand).

Pricing: The price of any entry (“the Entry Fee”) will be the price quoted on the Website in respect of any particular category. All Entry Fees shall only apply and be valid until the entry deadline stipulated in the Entry Guide on the Website.

4. GENERAL

Ownership of website and intellectual property: The Website is owned by the Association and the User acknowledges that the Association or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the Website, including, without limitation, copyright, Trademarks, patents, inventions, goodwill and trade secrets.

Website Use: The User may not, without the Association’s written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the intellectual property or the Website’s contents. The user shall not infect the Website with viruses, worms, Trojan horses or any other code that has malicious, contaminating or destructive properties nor shall the user damage, interfere with or intercept any data or information contained on the Website. Access to this Website is made available for information purposes only. No content, information, statement or opinion on this Website should be construed as any kind of advice.

The Association reserves the right to make any changes to the Website and its content and/or services offered through the Website at any time and without notice. The Website may contain links to other websites. The Association has no control over such websites, does not review their content and will not be liable for their content or accuracy. The User

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accesses such websites at the User's own risk and discretion. The User may not link to this Website without the Association's prior written consent.

No Warranties or Liabilities: The Association makes no warranties, whether express or implied, in regard to the Website, its contents, accuracy or availability. Without limiting the aforesaid, the Association does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, Trojan horses or any other code that has malicious, contaminating or destructive properties. The User assumes all responsibility and risk for the use of the Website. The Association shall not be liable for any loss, injury, damage, cost, penalty or claim resulting from the use of the Website, whether direct or indirect, and whether or not the Association has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim. The User hereby indemnifies the Association and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by the User in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.

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