**TERMS AND CONDITIONS**

1. Introduction

The Bodiragatsi Jwame 4.0 – Dinaledi Tsa Bodiragatsi Jwa Rona competition ("the Campaign") is organised by First National Bank of Botswana Limited (FNBB). Participation is subject to these Terms & Conditions.

2. Eligibility
   - 2.1. The Campaign is open to Botswana residents aged 18–35 years.

3. Entry Requirements
   - 3.1. Entries must be original work created by the participant.
   - 3.2. Entries must not infringe any third-party intellectual property, privacy, or personality rights.
   - 3.3. FNBB reserves the right to reject submissions that are unlawful, defamatory, infringing, discriminatory, or otherwise inconsistent with FNBB's values, policies, or applicable laws

4. Intellectual Property
   - 4.1. Participants retain ownership of their submissions.
   - 4.2. By entering, participants grant FNBB a non-exclusive, royalty-free, perpetual licence to use, reproduce, adapt, publish, and display submitted content for marketing, reporting or educational purposes of any future campaigns of the programme (Bodiragatsi Jwame) or any of it successors on any media platforms.
   - 4.3. FNBB will not use submissions in a misleading or defamatory manner.

5. Image, Voice & Publicity Consent

Participants consent to the use of their name, image, voice, and likeness in connection with the Campaign and related communications.

6. Judging & Voting
   - 6.1. Submissions will be evaluated based on published criteria by a judging panel and, where applicable, public voting.
   - 6.2. Judges' decisions are final and binding.
   - 6.3. FNBB reserves the right to review, audit, and disqualify any votes or entries where irregular or fraudulent activity is detected.

7. Prizes
   - 7.1. Prizes will be awarded as described in official Campaign communications.
   - 7.2. FNBB reserves the right to substitute prizes of equal value if necessary.
     - 7.2.1. Approximate prize values will be communicated as part of Campaign materials.

7.3. Any applicable taxes are the responsibility of the recipient.
7.4. Any applicable taxes or statutory obligations associated with receipt of a prize shall be the responsibility of the recipient.

8. Liability & Assumption of Risk
   8.1. Participation is voluntary and may involve public performance, travel, or exposure.
   8.2. FNBB shall not be liable for any loss, injury, or damage suffered during participation, except where caused by FNBB's gross negligence or wilful misconduct.

9. Data Protection
   9.1. FNBB will process personal data in accordance with the Data Protection Act, 2024.
   9.2. Personal data will be processed on the basis of consent and/or contractual necessity for purposes of administering the Campaign.
   9.3. Personal data may be shared with third parties involved in the Campaign, including judges, service providers and media partners, where necessary.
   9.4. Personal data will be retained for the duration of the Campaign and for a period of [12–24 months] thereafter, after which it will be securely deleted or anonymised.
   9.5. Participants have the right to access, correct, or object to processing of their personal data, subject to applicable law.

10. Withdrawal Rights
   10.1. Participants may withdraw their entry prior to judging by notifying FNBB in writing. However, any content already published or used by FNBB in accordance with these Terms may continue to be used.

11. Disqualification & Withdrawal

FNBB reserves the right to disqualify any participant who breaches these Terms & Conditions or brings the Campaign into disrepute.

12. Governing Law
These Terms & Conditions are governed by the laws of the Republic of Botswana.

13. Acceptance
By signing and submitting the Entry Form, participants (and parents/guardians where applicable) confirm that they have read, understood, and agreed to these Terms & Conditions.

**Professional Exclusion Clause**

Bodiragatsi Jwame 4.0 is a developmental platform established to identify, develop, and showcase emerging creative talent in Botswana. For purposes of this competition, an "emerging creative" means an individual who demonstrates talent, originality, and potential within their creative discipline but has not yet achieved sustained commercial success, national prominence, or professional representation comparable to established industry professionals.

To preserve the development nature of the programme, the following persons are not eligible to participate:

• Individuals who are currently signed to, or bound by, an active commercial recording, modelling, talent, performance, publishing, entertainment, or management contract that provides professional representation or commercial exploitation of their creative work.

• Individuals who are represented by a professional talent agency, artist management company, modelling agency, entertainment management company, or similar organisation responsible for negotiating commercial opportunities on their behalf.

• Individuals who, within the last five (5) years, have won a national, regional, or international creative award as an overall winner in their field. For purposes of this clause, a qualifying award includes awards administered by recognised industry bodies, government institutions, or accredited organisations.

• Individuals whose primary occupation and principal source of income is derived from full-time professional creative practice.

• Individuals who have commercially released creative works through recognised professional channels and have demonstrably established a professional career in the relevant creative industry.

• Individuals who have previously achieved national or international commercial recognition, including but not limited to those whose works have been distributed, marketed, or promoted through professional commercial arrangements beyond developmental or community platforms.

• Previous overall winners of Bodiragatsi Jwame or any successor programme.