

CLUB AMC NETWORKS INTERNATIONAL - SOUTH AFRICA

Effective Date: June, 2019

The entity AMC Networks International Broadcasting Limited (“**AMC SA**”) owns or distributes the television channel, described on paragraph 1 below, (the “**Channel**”). In promotion of the Channel, AMC SA has created a viewers’ loyalty club that allows, following registration via the Channel by the viewer (hereinafter, the “**Club**”), to participate in the activities, events, raffles and promotions that, AMC SA organizes in relation to the Channel, individually or jointly with third parties.

These terms and conditions of membership of the Club, subject to any amendments as may be made by AMC SA from time to time (the “**Ts&Cs**”), will be valid from the Effective Date.

1. DESCRIPTION OF THE CLUB AND THE CHANNEL.

Registration for the Club may be made via the Channel, whose territorial scope, as far as the Club is concerned, is limited to South Africa.:

2. CONDITIONS OF CLUB MEMBERSHIP

2.1 Requirements to become a Member

Any natural person that fulfils the following requirements can belong to the Club:

- Have full capacity to act. Minors (i.e. any person younger than 18 years of age) cannot register in the Club;
- Being resident in South Africa;

Not be a director, member, partner, employee, agent, or consultant of AMC SA or any entity within the AMC Networks Inc corporate group, or any other person who directly or indirectly controls or is controlled by AMC SA or any affiliate thereof with regard to the relevant Promotion.

2.2 Registration

To register for the Club, the interested person must only complete the registration form, that will be provided by AMC SA through different means and, in particular, through the official website of the Channel. The registration may also be made through social media (hereinafter, people who meet the above requirements, and apply for membership in the Club through these means, the “**Members**”).

Both the registration for the Club and the maintenance of the status of Member is free, and therefore it shall not be necessary to pay any registration fee or any ongoing membership fee for such membership.

The Members shall be solely responsible and fully liable for the information they provide in respect of their individual identity, and the veracity, accuracy and updating of the data provided in the form. In any case, AMC SA reserves the right to deny or unilaterally revoke the membership of a Member when there are circumstances that require it, such as offensive, and/or fraudulent activity by any Member_ or activity otherwise contrary to applicable legislation and/or that violates third party rights. In the same way, the Members may revoke their consent to belong to the Club at any time, as well as exercise any of the rights recognized by the applicable personal data protection legislation, in applicable cases and subject to any requirements of applicable law.

The data provided by the Members which contains personal information, according to the applicable legislation, will be treated in accordance with such legalisation and, with the AMC SA Privacy Policy.

3. CONTENT OF CLUB MEMBERSHIP.

3.1 Types of Promotions

As a result of their membership, the Members may participate in certain events and activities that AMC SA decides to develop as part of the Club and that, without prejudice to any other, will be divided into the following categories:

Welcome Promotion

By the mere fact of registration, and without the need of further action on its part, the Member will participate in a series of prize draws or raffles, exclusive to the Club Members, which may, in its discretion, be organized by AMC SA from time to time. The winners of those prize draws will be selected from the Members of the Club at the relevant date on which the relevant prize draw is made.

Special Promotions

Likewise, to mark certain events or in certain situations, Members that indicate to AMC SA their interest, or certain categories of Members (for example, those located in a certain geographical area), may take part in other promotions, which will be notified by AMC SA on a case by case basis. Participation in these Promotions may require an additional registration by, and/or express consent from the Members who wish to participate.

Further details including any defined eligibility criteria, any further actions required by Members to participate in such promotions and/or details and/or conditions of any specified prizes, will be provided at the relevant time,

Loyalty Promotions

AMC SA may determine the right of certain Members to participate in certain other Promotions, or the direct awarding of prizes, to certain Members by reason of their period of Membership of the Club, or other special circumstances as may be determined by AMC SA in its discretion from time to time.

Non-Exclusive Promotions

AMC SA may undertake Promotions and/or other activities which are not exclusive to the Members (i.e. non-Members may also participate), but this does not imply that the Members cannot take part in such Promotions and/or activities if the necessary requirements for such participation are met by such Members.

(Welcome Promotions, Special Promotions, Loyalty Promotions, and Non-Exclusive Promotions collectively referred to hereinafter as, the "**Promotions**")

For the purposes of clarification, nothing prevents registering as a Member at the time of participating in a Promotion, where Membership is a necessary requirement to participate in a Promotion.

3.2 Advertising of Promotions

AMC SA will advertise Promotions which may be taking place via its own media, or those in which it has its own or sponsored space (the Channel, official websites, the Channel's official profiles on social media, collaborators' websites etc.).

Likewise, current Promotions could be advertised by means of communication to the Members, either by email or by making use of other contact information that they have provided. AMC SA intends to proceed in this way, especially in relation to Special Promotions and Loyalty Promotions.

3.3 Promotion Rules

In any case, every Promotion shall be subject to specific operating rules which are adopted and published or notified to the Members in a convenient manner (the "**Promotion Rules**"). The Promotion Rules shall establish, in relation to every specific Promotion, the terms and conditions of the Promotion, the specific requirements for participation therein, the eligibility criteria, the conditions of awarding and/or enjoyment of the prizes, and any other rules that may govern the specific Promotion.

In case of any conflict and/or contradiction between the provisions of the present Ts&Cs and the Promotion Rules, the provisions of the Promotion Rules shall prevail.

3.4 Other conditions relating to Promotions.

AMC SA shall freely determine the number, and frequency of the Promotions, without a minimum commitment or an obligation to carry them out, or under what conditions. Likewise, it will provide the prizes (if any) at its sole discretion.

4. APPLICABLE CONDITIONS TO DEVELOPMENT OF CERTAIN PROMOTIONS

4.1 Participation in Promotions

If the participation by a Member in a Promotion, in the specific terms in which it occurs, leads to a violation of the applicable regulations and/or a legitimate third-party claim, AMC SA's liability shall be limited to the Member's exclusion from the specific Promotion.

4.2 Content created by Members

When the conditions of participation in a Promotion, specifically, may require a contribution of elements created by the Member (of any nature: graphics, audiovisual, literary, etc. the "**Content**") and without prejudice to any provisions contained within any applicable Promotion Rules, the Member acknowledges that:

- Any Content that violates applicable law, contains foul or explicit language, and/or, in any other way, violates the moral, public order and/or rights of AMC SA, any member of the AMC Networks Inc group, and/or any third parties, may be excluded from the Promotion. In particular, Content that may infringe intellectual and/or industrial property rights, or which contain personal images in a way that threatens the reputation, privacy and/or rights of confidence, privacy and health of individuals and/or groups, or against children's rights, shall not be accepted by AMC SA;
- The participating Member shall grant to AMC SA, with express authorization to assign to third parties, for the term and, under the other conditions, established in the Promotion Rules, the exploitation rights over its Content as long as necessary for the purposes of the relevant Promotion. Therefore, each participating Member hereby warrants and represents exclusively to AMC SA, with the full guarantee of indemnity for AMC SA, the authorship and originality of its Content (including all elements contained in it), as well as that its Content does not infringe the rights of third parties;
- When the Content incorporates a personal image of the Member or third parties, the Member hereby consents to the use by AMC SA and/or any entity within the AMC Networks Inc group, of such image (and further guarantees that the Member has the consent of any and all third parties featured in any such images) for as long as necessary for the exploitation of the Content for the purposes of the Promotion and, specifically, in relation to the association of such images with the brand of the Channel, with respect to considered promotional and/or advertising use;
- In any case, each Member hereby guarantees that the exploitation of the Content for the purpose of the Promotion in accordance with the provisions of the applicable Promotion Rules, will not violate applicable law, nor the rights of any third parties.

4.3 Rules for the election of winners

The criteria to determine the winners (and, therefore, winners of the corresponding prize) in a certain Promotion, shall be those specified in the relevant Promotion Rules:

- If the Promotion Rules specify that the winners will be decided based on merit or any other criteria, the jury's decision designated by AMC SA will be final and may not be challenged by any Member or any other person;
- If the election of winners involves an open vote of the public, or of a certain category of voters, deadlines and requirements for the voting will be specified by AMC SA. In any case, such voting will take place on a regular and transparent manner.

4.4 Prizes

The awarding, delivery and enjoyment of the prizes awarded in each Promotion will be regulated by the provisions in their corresponding Promotion Rules. In any case:

- The winning Member will be informed that they have won the relevant Promotion by the means indicated in the Promotion Rules;
- It will be necessary that the winning Member, expressly, declares the acceptance of the prize by the procedure and within the timeframe established in the Promotion Rules;

- Once such acceptance occurs, the name and surname of the relevant Member(s) may be published in any marketing, advertising and/or administrative materials, websites and/or documents relating to the Promotion in order to make known the result of such Promotion and, consequently, the identity of the winner;
- The winning Member's identity shall be confirmed on the basis of their registration data as provided by them when registering for the Club;
- It shall be necessary for the winning Members to carry out the necessary formalities and comply with the applicable law in relation to the granting of the prize. No liability will be accepted by AMC SA in the event the effective delivery of the prize was not possible due to a Member not having complied with such formalities;
- If due to the nature or amount of the prize, tax is required to be paid in connection thereto, AMC SA will request from the winning Member the mandatory documentation to comply with the applicable tax obligations;
- Prize(s) may be substituted by others of similar nature and/or economic value in the event of unavailability of original state prize(s) at the time of their awarding;
- At no point can a prize be claimed if, due to inactivity of the winning Member or other circumstances beyond the control of AMC SA, effective delivery is not possible within six (6) months from the communication to the Member confirming that such Member is the winner of a specified Promotion.

5. MISCELLANEOUS

5.1 Acceptance of the Ts&Cs

By registering as a Member of the Club you agree to be bound by the Ts&Cs and the Privacy Policy in force from time to time.

5.2 Notifications

The notifications to the Member that are required for compliance with the provisions of Ts&Cs will be made by AMC SA by means and/or to addresses provided at the time of registration as a Member. Each Member hereby acknowledges and agrees that the notifications relating to the Club, while the status of Member is not revoked, will not be considered commercial communications, but informative.

5.3 Updates to the Ts&Cs.

AMC SA may revise the Ts&Cs from time to time. In this case, AMC SA will notify the Members by publishing the updated version of the Ts&Cs with a new "Effective Date", as well as notifying of said update. By continuing as a Club Member after such date, each Member hereby agrees that the Member has been informed of the current version of the Ts&Cs, except in the case of substantial variations, in which case, renewal of the consent for membership of the Club will be required. In case of disagreement with the new conditions, a Member may revoke their consent to be a Member of the Club, and/or exercise his personal data protection rights through communication to AMC SA, and following the procedure established in the Privacy Policy.

5.4 Jurisdiction.

The Member decides to register as such by his own will and is responsible for compliance with local law, whenever and to the extent such applicable law applies. AMC SA may limit access, participation and/or availability of the Club, in whole or in part, in relation to any person, geographical territory and/or jurisdiction, at any time and whenever there is reasonable cause according to the applicable law.