

FELABRATION AFROBICS DANCE CONTEST TERMS AND CONDITIONS

1. The organiser is a not for profit entity called Felabration Festival Organising Company Ltd/Gte (“FOC”) (RC no. 1160476) whose registered office is at 1, NERCD road Agidingbi, Ikeja Lagos.
2. The Felabration Afrobics Dance Contest (the Dance Contest) is not open to employees of the FOC, their close relatives or anyone otherwise connected with the organization or judging of performances.
3. All applicants and participants of the Dance Contest must be age 18 and above.
4. The Dance Contest is not open to professional dancers. i.e. persons who earn a living from dancing or offer dancing services for a fee.
5. The purpose of the Dance Contest is to promote the late Fela Anikulapo Kuti’s music and legacy and also promote the Afrobics style of dance pioneered by Ms. Yeni Kuti.
6. The finalists of the Dance Contest win the opportunity to dance at Felabration 2018 and the final winner stands a chance of winning the mystery prize.
7. Submission of forms is from the 2nd of June 2017 to the 31st of July 2017. No further submissions to the Dance Contest will be accepted after midnight of the 31st of July 2017.
8. To enter, complete the Felabration Afrobics Dance Contest Form above.a
9. All forms will be reviewed, thereafter invitations with audition dates and performance songs will be sent out to all applicants between the 1st of August 2018 and 31st of August 2018 or any other time deemed sufficient by the FOC. All applicants are expected to have a routine to the Fela song communicated and ready to be performed on their allocated audition day before the judges. Auditions will take place in the month of September 2018 or such other time as may be determined by the FOC. At their sole discretion, the judges may call participants back for additional audition rounds to determine finalists.
10. Three (3) finalists or more may be chosen. The finalists must be able to commit to performing when required at Felabration 2018, scheduled to take place between the 15th and 21st of October 2018 at the New Afrika Shrine, 1 NERDC Road, Agidingbi, Ikeja, Lagos or such other venue as may be required. The finalists may be asked to engage in dance offs where the final winner will be determined by the audience.
11. As a participant, I understand that my/ my group’s performance is based on the following conditions:
 - 11.1. I understand that FOC refuses to accept my submission in the absence of my acceptance of each and all the terms and conditions stated herein.
 - 11.2. I declare that I am eligible to enter and participate in the Dance Contest and will notify the FOC if this position changes.
 - 11.3. I declare that I am under no obligation or disability by law or otherwise which would prevent or restrict me from performing and complying with all the terms, covenants and conditions to be performed or complied with by me.
 - 11.4. I hereby grant to FOC, its licensees, assignees and other successors-in-interest all rights of every kind and character whatsoever in perpetuity to my performance, appearance, name, image and likeness and the results and proceeds thereof in connection with the Dance Contest and I hereby authorise the FOC or its media affiliates to photograph and record (on film, tape, or otherwise), my performance; to edit same as its discretion and to include it with the performance of others and with sound effects, special effects and music.
 - 11.5. FOC shall own all results and proceeds of my performance including the copyrights thereof and as such the FOC shall have the right (i) to include such results and proceeds in such performance and advertising and publicity relating to the Dance Contest and

- Felabration events; (ii) to reproduce such results and proceeds by any future means; (iii) to use and license others to use such recording and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising, sales promotion, merchandising, and for any other purpose; and (iv) to exhibit and perform such results and proceeds in theatres, on television and in any other present or future media, for profit and otherwise for commercial or non-commercial purposes and purposes of trade.
- 11.6. Subject to prior conflicting professional commitments, I agree to participate in such promotional activities, including without limitation, television and radio appearances, photo sessions, interviews and similar activities as the FOC may reasonably request for the promotion of Felabration 2018.
- 11.7. The FOC reserves the right in its absolute discretion to disqualify me if it has reasonable grounds to believe that I have breached any of these terms and conditions, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person.
- 11.8. I acknowledge that my services, appearance and performance hereunder are unique, innovative and personal in nature and that my failure to attend any of the audition stages/ slots assigned to me may lead to automatic disqualification. My invitation to audition may not be assigned to any third party. Time is of the essence for my audition slots and lateness may also be regarded as a failure to attend and grounds for disqualification.
- 11.9. No act or omission of the FOC hereunder shall constitute an event of default or breach of the Agreement. Nothing herein contained shall obligate the FOC to produce, use, exhibit, advertise or distribute photos or recordings of my performance.
- 11.10. The FOC reserves the right to cancel or suspend the auditions for the Dance Contest for any reason or due to an event of force majeure. The FOC shall not be liable to me under any circumstances in respect of any claim for any loss of profit or opportunity.
- 11.11. I agree to indemnify FOC from and against all claims, expenses, losses or liabilities (including, without limitation, reasonable legal fees and punitive damages) that may be asserted against the FOC or incurred by the FOC at any time in connection with my performance including without limitation those arising from any breach of warranties and promises given by me herein.
- 11.12. The completed forms and these terms and condition are governed by the laws of the Federal Republic of Nigeria.
- 11.13. In the event of any dispute concerning any claim arising in connection with the performances, such dispute shall be referred to the Lagos Multi- Door Courthouse (“LMDC”) for mediation which shall be conducted in accordance with the LMDC Mediation Procedure Rules or such other rules mutually agreed by the parties. Each party shall bear its own costs and would be liable to contribute the same agreement in respect of fees to be paid to the Mediator.
- 11.14. All rights, licenses and privileges herein granted to FOC are irrevocable and not subject to recession, restraint or by injunction under any circumstances.
- I have read and understood these terms and conditions and no oral representations of any kind have been made to me. Any modification or waiver of any of the terms and conditions must be in writing and signed by FOC. All references to first person are also binding on all the members of my performance group.