



TERMS & CONDITIONS FOR PITCH SUBMISSIONS

The 2026 Durban FilmMart × MTN One TV Pitch Session (“**Pitch Session**”) provides established African producers and production companies with an opportunity to pitch bold, authentic and commercially viable African film and television projects to MTN One TV.

MTN One TV is seeking stories that are locally rooted, universally resonant and created for youth and mass-market audiences across its key African markets.

Participation in the Pitch Session does not constitute a commission, option, development agreement, production agreement, licence agreement or financial commitment by MTN One TV, Durban FilmMart or any associated partner.

By providing your pitch, you (hereinafter, referred to as a “**Participant**” and “**you/your**”), hereby irrevocably agree to be bound by these terms and conditions pertaining to the 2026 Durban FilmMart × MTN One TV Pitch Session. Each Participant agrees to be bound by the decisions of the MTN One TV review panel, which are final and binding in all respects.

In the event of a conflict or inconsistency of any nature between these terms and conditions and any other applicable terms and conditions, these terms and conditions will take precedence for purposes of this pitch submission. MTN One TV may, in its sole discretion, amend these terms and conditions at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date that Participants are notified of such change or from the date of publication of the revised terms and conditions on the Durban FilmMart webpage, which can be accessed by clicking the following link: **[Durban FilmMart to insert]**

1. Eligibility

- 1.1. Pitch submissions are open to established producers operating through registered production companies.
- 1.2. The lead producer must:
 - 1.2.1. be a citizen, a legal permanent resident, or possess a valid work permit authorising the Participant to work in South Africa;
 - 1.2.2. be 18 (eighteen) years or older as at the time that the pitch is submitted (i.e. on **[insert date]**);
 - 1.2.3. have no criminal record (Participants with any criminal record shall be automatically disqualified);
 - 1.2.4. be willing to provide, and verify, to MTN One TV and allow MTN One TV to transfer, process and/or store their personal information including, but not limited to, full name/s



and surname, identity / passport / residence permit / social security number, age, physical residential address and mobile telephone number in accordance with their participation in the Pitch Sessions;

- 1.2.5. have a minimum of seven (7) years' professional industry experience, with a demonstrable track record relevant to the genre and/or format being submitted;
 - 1.2.6. operate through, or be formally attached to, a registered production company with appropriate governance structures;
 - 1.2.7. demonstrate experience managing professional creative and technical teams;
 - 1.2.8. demonstrate production management and budgeting capability appropriate to the scale of the proposed project;
 - 1.2.9. have experience delivering content to recognised broadcast, streaming or comparable professional standards;
 - 1.2.10. demonstrate an understanding of audience development, distribution and the intended market for the project; and
 - 1.2.11. own, control or be legally authorised to represent the intellectual property and all necessary underlying rights associated with the submitted project.
- 1.3. Durban FilmMart and/or MTN One TV reserve the right to request supporting documentation confirming eligibility, company registration, professional experience, rights ownership or production track record.

2. What MTN One TV Is Looking For

- 2.1. Projects must be:
 - 2.1.1. original;
 - 2.1.2. fresh and distinctive;
 - 2.1.3. culturally authentic;
 - 2.1.4. commercially viable;
 - 2.1.5. locally rooted with the potential to resonate across markets;
 - 2.1.6. relevant to contemporary African audience;
 - 2.1.7. suitable for youth and mass-market audiences; and
 - 2.1.8. capable of engaging digitally connected and mobile-first viewers.
- 2.2. The primary audience that pitch submissions must target are youth aged 18–34 and mass-market consumers, with a particular focus on audiences in South Africa, Nigeria, Ghana and Zambia, while retaining broader Pan-African appeal.



2.3. MTN One TV encourage pitch submissions to explore universal themes including family, ambition, identity and resilience

3. Eligible Formats and Genres

3.1. Pitch submissions will be considered in the following formats:

Format	Guideline
Limited Series	6–8 × 45–60 minutes
Scripted Series	13 × 45–60 minutes
Unscripted Series	13 × 45–60 minutes
Micro-drama	30 × approximately 2 minutes
Feature Film	60–90 minutes

3.2. Genres may include, but are not limited to:

3.2.1. drama;

3.2.2. reality;

3.2.3. comedy;

3.2.4. action;

3.2.5. thriller;

3.2.6. romance; and/or

3.2.7. animation.

4. Pitch Submission Requirements

4.1. In order to for each submission to qualify for review, it must include the following elements:

4.1.1. project title.

4.1.2. format and genre.

4.1.3. logline.

4.1.4. synopsis.

4.1.5. pitch deck.

4.1.6. pilot script and/or relevant episode script.

4.1.7. episode breakdown or series outline, where applicable.

4.1.8. estimated production budget.

4.1.9. indicative production schedule.

4.1.10. lead producer biography/profile and relevant track record.

4.1.11. production company profile.

- 4.1.12. details of key creative personnel, where confirmed.
- 4.1.13. current financing status.
- 4.1.14. intellectual property and rights status.
- 4.1.15. intended target audience and market.
- 4.2. All materials must be submitted in the prescribed format and by the published deadline. Late or incomplete submissions may be deemed ineligible and will not be considered.

5. Intellectual Property

- 5.1. By submitting a pitch, the Participant warrants that:
 - 5.1.1. the pitch submitted is their original work or that they have the necessary legal authority to make the pitch submission;
 - 5.1.2. they own or control all rights necessary to pitch, develop and potentially produce the pitch submitted;
 - 5.1.3. the pitch submitted does not infringe the copyright, trade mark, privacy or other rights of any third party;
 - 5.1.4. to the extent that the pitch submission incorporates any third party subject matter, whether in terms of any open source licence or otherwise, you enjoy the lawful right to make use of such subject matter; and
 - 5.1.5. where the pitch submitted is based on existing material, including a book, article, life story, format or other underlying intellectual property, the Participant holds or controls the necessary rights or permissions.
- 5.2. Participants retain ownership of their intellectual property unless otherwise agreed through a separate written agreement.
- 5.3. Submission of a pitch does not transfer ownership of the project or its underlying intellectual property to Durban FilmMart or MTN One TV.
- 5.4. The use of any MTN trade mark / logo shall at all times be subject to the direction and requirements of MTN. Except as provided for in these terms and conditions, you shall have not right whatsoever to make use of any MTN trade marks / logo in any way.

6. Selection Criteria

- 6.1. Eligible submissions will be assessed using a consistent judging framework based on the following criteria:
 - 6.1.1. Story – Originality, strength of concept and audience appeal.
 - 6.1.2. Market Fit – Relevance to the intended audience, ability to travel across African markets and commercial viability.

6.1.3. Team – Producer experience, creative capability and demonstrated delivery record.

6.1.4. Production – Budget realism, production feasibility and achievable timeline.

6.1.5. Impact – Cultural relevance, representation and audience engagement potential.

6.2. All selection decisions are final and Participants agree that neither Durban FilmMart nor MTN One TV are obliged to provide individual feedback to unsuccessful Participants.

7. Shortlisting

7.1. A limited number of pitch submissions will be selected to participate in the Durban FilmMart × MTN One TV Pitch Session 2026 and shortlisting does not constitute or guarantee a commission, option, acquisition, development agreement, investment, funding commitment or any commercial agreement.

7.2. Durban FilmMart and MTN One TV reserve the right to shortlist fewer projects than anticipated where pitch submissions do not meet the required creative, commercial, technical or production standards.

8. Compulsory In-Person Pitching

8.1. Shortlisted Participants must be available to pitch their submission in person at the 2026 Durban FilmMart in Cape Town.

8.2. The lead producer, or an approved senior representative of the production company with authority to discuss the project, must participate in the Pitch Session.

8.3. Remote or pre-recorded pitches will not be accepted unless expressly authorised in writing by Durban FilmMart and MTN One TV under exceptional circumstances.

8.4. Failure to attend the scheduled Pitch Session may result in the pitch submission being withdrawn from consideration.

9. The Pitch

9.1. Shortlisted producers should be prepared to address:

9.1.1. the project's central creative proposition;

9.1.2. story and characters;

9.1.3. format and episode structure;

9.1.4. target audience;

9.1.5. market positioning;

9.1.6. commercial potential;

9.1.7. production approach.

9.1.8. estimated budget.



9.1.9. production timeline.

9.1.10. key creative and production team.

9.1.11. financing status.

9.1.12. intellectual property and rights position.

9.1.13. potential for continuation, adaptation or expansion, where applicable.

9.2. MTN One TV representatives and/or an appointed panel may ask questions following each presentation at the Pitch Session

9.3. Further information regarding pitch duration, presentation format and scheduling will be provided to shortlisted producers.

10. No Guarantee of Commission

10.1. Participation in the Pitch Session does not guarantee that a project, to which the pitch is related, will be commissioned.

10.2. Following the Pitch Session, MTN One TV may elect to:

10.2.1. enter into further discussions with one or more Participants;

10.2.2. request additional development or materials;

10.2.3. explore an option, licence, acquisition, development or commissioning arrangement; and

10.2.4. decline to pursue any project presented.

10.3. MTN One TV is under no obligation to commission or acquire any project submitted or pitched through this initiative.

10.4. If MTN One TV wishes to pursue a project, all rights, commercial terms, budgets, development requirements, production requirements, delivery specifications and other conditions will be negotiated separately and recorded in a formal written agreement.

10.5. Participants must not commence production or incur expenditure on the assumption that a pitch has been commissioned unless and until a formal written agreement has been concluded.

11. Similar Projects and Concepts

11.1. Participants acknowledge that MTN One TV, Durban FilmMart and participating industry representatives may receive, consider, develop, commission or already be involved with projects containing themes, concepts, characters, genres, settings or ideas that are similar to those contained in a submission. Furthermore, Participants acknowledge their understanding that MTN One TV have its own dedicated business development, as well as research and development teams dedicated to these functions, including working with industry partners as external advisors. It is a condition of MTN One TV's engagement with

you that you acknowledge that none of these ongoing efforts will be affected or influenced as a result of MTN One TV's engagement with you or the information shared during such engagement.

- 11.2. Submission of a pitch does not prevent MTN One TV or any participating organisation from developing, acquiring, licensing or commissioning other projects containing similar subject matter, ideas or creative elements.

12. Confidentiality

- 12.1. Reasonable care will be taken by MTN One TV and Durban FilmMart in handling submitted materials.
- 12.2. Participants acknowledge that submissions may be reviewed by MTN One TV, Durban FilmMart and/or appointed industry representatives, assessors and judges for the purposes of selecting pitch submissions for the Pitch Session.
- 12.3. Unless separately agreed to in writing, submission of a pitch does not create a confidential or fiduciary relationship between the Participant and MTN One TV, Durban FilmMart, assessors, judges or participating partners.
- 12.4. Participants should therefore only submit information necessary for the assessment and pitching of their project.

13. Costs and Participation

- 13.1. Participants are responsible for all costs associated with preparing and submitting their pitches.
- 13.2. Unless otherwise expressly communicated in writing, shortlisted Participants are responsible for their own:
 - 13.2.1. travel;
 - 13.2.2. accommodation;
 - 13.2.3. visas, where required;
 - 13.2.4. local transport;
 - 13.2.5. subsistence; and
 - 13.2.6. any other costs associated with attending Durban FilmMart.
- 13.3. No costs may be claimed from MTN One TV or Durban FilmMart unless expressly agreed in writing in advance.

14. Shortlisted Pitch Submission and Durban FilmMart Accreditation

- 14.1. Each shortlisted pitch will receive two (2) complimentary Durban FilmMart accreditations for the purpose of participating in the Durban FilmMart × MTN One TV Pitch Session 2026.

- 14.2. These accreditations will provide access in accordance with the applicable Durban FilmMart accreditation category and event access conditions.
- 14.3. Any additional accreditations required by the shortlisted project team will be for the Participants' own account.
- 14.4. Complimentary accreditation does not include travel, accommodation, visas, local transport, subsistence or any other costs associated with attending Durban FilmMart, unless expressly agreed in writing by Durban FilmMart.
- 14.5. Shortlisted Participants are responsible for ensuring that the appropriate representatives from their project are registered and available to participate in the Pitch Session at the scheduled date and time.

15. Marketing, Publicity and Recording

- 15.1. Shortlisted Participants agree to participate in reasonable publicity associated with the Pitch Session.
- 15.2. By accepting a place in the Pitch Session, shortlisted producers grant Durban FilmMart and MTN One TV permission to use their:
 - 15.2.1. name;
 - 15.2.2. company name;
 - 15.2.3. project title;
 - 15.2.4. approved logline and/or project description;
 - 15.2.5. biography;
 - 15.2.6. headshot;
 - 15.2.7. approved project imager; and
 - 15.2.8. photographs, video and recordings captured during the Pitch Session.
- 15.3. These materials may be used for reasonable editorial, marketing, promotional and publicity purposes relating to Durban FilmMart, the Pitch Session and its participating partners.
- 15.4. This permission does not transfer ownership of the submitted project or its underlying intellectual property.

16. Grounds for Disqualification

- 16.1. Durban FilmMart and/or MTN One TV may disqualify a submission where:
 - 16.1.1. information supplied is materially false or misleading;
 - 16.1.2. the Participant does not meet the eligibility requirements;

- 16.1.3. the Participant does not own, control or have authority to represent the necessary rights including any intellectual property rights;
- 16.1.4. required submission materials are incomplete;
- 16.1.5. the submission is received after the stated deadline;
- 16.1.6. the Participant breaches these terms and conditions;
- 16.1.7. a shortlisted producer fails to participate in the compulsory Pitch Session without prior written approval; and
- 16.1.8. continued participation could reasonably expose MTN One TV, Durban FilmMart or participating partners to legal or material reputational risk.

17. Changes to the Pitch Session

- 17.1. MTN One TV and Durban FilmMart reserve the right, where reasonably necessary, to amend:
 - 17.1.1. submission deadlines;
 - 17.1.2. eligibility requirements;
 - 17.1.3. selection criteria;
 - 17.1.4. pitch dates or times;
 - 17.1.5. pitch format;
 - 17.1.6. number of shortlisted projects;
 - 17.1.7. judging or assessment procedures; and
 - 17.1.8. these terms and conditions.
- 17.2. MTN One TV and Durban FilmMart may also postpone, suspend or cancel the Pitch Session due to circumstances beyond their reasonable control. Reasonable efforts will be made to communicate material changes to affected Participants.

18. Limitation of Liability

- 18.1. To the fullest extent permitted by applicable law MTN One TV, Durban FilmMart and their respective affiliates, partners, employees, representatives and appointed judges or assessors will not be liable for any loss, damage, cost or expense arising from participation in the submission, selection or Pitch Session process, except where such liability cannot lawfully be excluded.
- 18.2. Participants remain responsible for their submission materials, rights clearances, intellectual property and participation costs.



19. General Terms

19.1. Without detracting in any way from the provisions contained in these terms and conditions, the following general provisions shall apply:

19.1.1. By entering and participating in the Pitch Session, you acknowledge that your personal information may be transferred across jurisdictions which may not have privacy standards comparable to that in the European Union and that any such transfer or processing of your personal information is subject to the privacy policies of the MTN One TV and any third parties and understand that the use of your personal information by any such third party is subject to the applicable privacy policy, and that neither MTN One TV nor Durban FilmMart are responsible for such use.

19.1.2. IN THE EVENT OF A DISPUTE BETWEEN THE PARTICIPANTS AND MTN ONE TV, THE DECISION OF MTN ONE TV WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, MTN SHALL BE ENTITLED TO DEAL WITH SUCH DISPUTES (OR ANY FAILURE BY PARTICIPANTS TO FOLLOW THE TERMS AND CONDITIONS) IN ITS SOLE DISCRETION, INCLUDING THAT MTN ONE TV SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS WHICH IT MAY HAVE IN TERMS OF THESE TERMS AND CONDITIONS, TO IMMEDIATELY DISQUALIFY PARTICIPANTS FROM THIS PITCH SESSION. BY SUBMITTING A PITCH, PARTICIPANTS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS MTN ONE TV AND DURBAN FILMMART, THEIR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE PITCH SESSION OR SUBMITTING A PITCH VIA THE DURBAN FILMMART WIP SUBMISSION PORTAL.

19.1.3. Participants who, in MTN One TV's sole determination, act unlawfully, fraudulently, in breach of these terms and conditions or otherwise dishonestly, or that brings MTN One TV, its affiliates, or any member of the MTN One TV's good standing into disrepute or threatens to do so, may be disqualified from participating in the Pitch Sessions without any rights or entitlements. Any attempt by you to interfere with or manipulate the pitch submissions may be a violation of criminal and/or civil law and may result, among other things, in your disqualification from the Pitch Sessions .

19.1.4. MTN One TV and Durban FilmMart may require the successful Participants to be identified, photographed, filmed and the foregoing to be published in any media, subject to the successful Participants' right to decline participating in any such marketing activities.



19.1.5. Any correspondence from MTN One TV shall only be valid and binding if it originates from and is signed, electronically or otherwise, by an MTN One TV employee who is specifically authorised to bind MTN One TV. The responsibility to verify the binding nature of any correspondence remains yours.

19.1.6. ADDITIONAL TO ANY OTHER RIGHTS CONTAINED IN THESE TERMS AND CONDITIONS, MTN ONE TV RESERVES THE RIGHT TO TERMINATE THE SUBMISSION PORTAL AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, DURBAN FILMMART WILL PROVIDE A NOTICE ON THE SUBMISSION PORTAL AND IT SHALL BE THE RESPONSIBILITY OF PARTICIPANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL PARTICIPANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST MTN ONE TV AND/OR DURBAN FILMMART, AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE MTN ONE TV AND/OR DURBAN FILMMART.

19.1.7. MTN ONE TV AND/OR DURBAN FILMMART ARE NOT LIABLE FOR ANY ENTRY THAT IS INCOMPLETE OR INCORRECT AND/OR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED.

19.1.8. The laws of South Africa shall govern the Pitch Sessions. Any litigation arising out of, or in connection with the Pitch Sessions shall be subject to the jurisdiction of the relevant court/s of South Africa. By participating in the Pitch Sessions, you irrevocably submit to the sole and exclusive jurisdiction of the courts of South Africa for such purpose, and waive any objection in connection with the same.