

EAST COAST RADIO MUSIC SOCIETY

Terms & Conditions

Last Updated: July 2026

1. Introduction

1.1 The East Coast Radio Music Society ("Music Society") is a voluntary audience research community operated by East Coast Radio, a division of Kagiso Connect Limited ("ECR", "we", "our", or "us").

1.2 The purpose of the Music Society is to gather listener feedback, opinions, preferences, and insights relating to music, programming, content, promotions, and listener experiences.

1.3 By registering as a member of the Music Society, you agree to be bound by these Terms and Conditions.

2. Definitions

For purposes of these Terms and Conditions:

"Member" means any person who has successfully registered as a member of the Music Society.

"Music Society" means the East Coast Radio listener research panel.

"Research Activity" means any survey, poll, music test, questionnaire, focus group, interview, discussion panel, or similar audience research initiative conducted by ECR.

"Personal Information" shall have the meaning given to it in the Protection of Personal Information Act, 4 of 2013 ("POPIA").

"Prize Draw" means any random selection process conducted by ECR to reward qualifying participants in a Research Activity.

3. Membership

3.1 Membership of the Music Society is free.

3.2 Members must:

- be residents of South Africa;
- be at least 18 years of age; and
- provide accurate and complete registration information.

3.3 ECR reserves the right to verify membership information at any time.

3.4 ECR reserves the right to refuse, suspend, or terminate membership where:

- false information has been provided;
- fraudulent activity is suspected;
- a member repeatedly submits misleading or inappropriate responses; or
- a member breaches these Terms and Conditions.

4. Participation in Research Activities

4.1 Membership does not guarantee participation in every Research Activity.

4.2 Invitations to participate may be issued based on demographic, geographic, listening, or research requirements.

4.3 Participation in any Research Activity is voluntary.

4.4 Members may choose to skip or withdraw from any Research Activity at any time.

4.5 Members agree to provide honest, genuine, and independent opinions and responses.

4.6 Responses generated using automated systems, bots, artificial intelligence tools, or on behalf of another person may be excluded from analysis and may result in membership termination and disqualification from any associated Prize Draw.

4.7 ECR reserves the right to disregard incomplete, duplicate, fraudulent, or suspicious responses.

5. Use of Research Feedback

5.1 Feedback provided by Members may be used by ECR for:

- music research and scheduling;
- audience analysis;
- programming decisions;
- marketing and promotional planning;
- product and service development;
- strategic business planning; and
- general research purposes.

5.2 Feedback may be analysed individually or in aggregated form.

5.3 ECR may use anonymised findings in presentations, reports, internal planning documents, promotional materials, or commercial discussions.

5.4 Participation in the Music Society does not guarantee that any particular song, artist, presenter, programme, music genre, feature, or suggestion will be broadcast or implemented.

5.5 ECR remains solely responsible for all programming and editorial decisions.

6. Prize Draws and Incentives

6.1 ECR may, from time to time, offer incentives, rewards, experiences, vouchers, merchandise, tickets, or other prizes to eligible Members.

6.2 Eligibility requirements for each Prize Draw will be communicated in the relevant survey invitation, email communication, or promotional material.

6.3 Unless otherwise stated:

- entry into a Prize Draw is automatic upon successful completion of the relevant Research Activity;
- only one entry per qualifying Member will be permitted; and
- winners will be selected by random draw from all eligible entries.

6.4 ECR reserves the right to verify the eligibility of any winner before awarding a prize.

6.5 Prizes:

- are not transferable;
- may not be exchanged for cash unless otherwise stated;
- may not be sold or auctioned; and
- may be substituted with a prize of equal or greater value if necessary.

6.6 Winners will be contacted using the details supplied by the Member.

6.7 If ECR is unable to contact a winner within a reasonable period, or a winner fails to claim a prize within the specified period, ECR reserves the right to select an alternative winner.

6.8 A Member may not win more than one Music Society prize within a three-month period unless otherwise determined by ECR.

7. Publicity

7.1 Members may be invited to provide testimonials regarding their participation in the Music Society.

7.2 No Member's name, photograph, recording, or likeness will be used publicly without appropriate consent.

7.3 Winners of Prize Draws may decline publicity opportunities.

7.4 Where consent has been provided, ECR may use such material for marketing, promotional, and public relations purposes without additional compensation.

8. Intellectual Property

8.1 All survey responses, comments, suggestions, ideas, and feedback submitted by Members may be used by ECR for research and business purposes.

8.2 Members grant ECR a perpetual, non-exclusive, royalty-free right to use, analyse, reproduce, modify, publish, and incorporate submitted feedback into its products, services, programming, and business activities.

8.3 Members acknowledge that no compensation is payable for ideas, suggestions, opinions, or feedback submitted through the Music Society, unless specifically agreed by ECR in writing.

9. Personal Information and Privacy

9.1 ECR will collect and Process Personal Information in accordance with POPIA and applicable privacy laws.

9.2 Personal Information may include:

- name and surname;
- age;
- gender;
- contact details;
- location information;
- listening habits;
- music preferences; and
- responses submitted through Research Activities.

9.3 ECR may use Personal Information for:

- administering Music Society membership;
- conducting audience research;

- communicating survey invitations;
- conducting Prize Draws;
- reporting research findings; and
- improving ECR products and services.

9.4 Personal Information will not be sold to third parties.

9.5 ECR may share Personal Information with authorised service providers, research partners, or Prize Draw sponsors where necessary to administer the Music Society or fulfil prizes.

9.6 Any third party receiving Personal Information will be required to implement appropriate security and confidentiality safeguards.

10. Withdrawal from the Music Society

10.1 Members may withdraw from the Music Society at any time by contacting ECR or using any unsubscribe mechanism provided.

10.2 Upon withdrawal, Members will no longer receive Music Society communications.

10.3 Research responses submitted before withdrawal may continue to be retained and used in anonymised and aggregated form.

11. Security

11.1 ECR will take reasonable technical and organisational measures to protect Personal Information against loss, misuse, unauthorised access, disclosure, alteration, or destruction.

11.2 While ECR takes reasonable precautions, no online platform can be guaranteed to be completely secure.

12. Limitation of Liability

12.1 To the fullest extent permitted by law, ECR shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from participation in the Music Society.

12.2 ECR shall not be liable for:

- technical failures;
- interrupted communications;
- survey platform outages;

- lost responses; or
- circumstances beyond its reasonable control.

12.3 Nothing in these Terms excludes liability which cannot legally be excluded under South African law.

13. Changes to the Music Society

13.1 ECR reserves the right to:

- modify the Music Society;
- suspend research activities;
- amend these Terms and Conditions;
- discontinue the Music Society; or
- introduce additional participation requirements.

13.2 Updated Terms and Conditions will be published on www.ecr.co.za and shall take effect upon publication.

14. General

14.1 These Terms and Conditions shall be governed by the laws of South Africa.

14.2 If any provision of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.3 Participation in the Music Society does not create any employment, agency, partnership, or contractual relationship other than as expressly set out in these Terms and Conditions.

14.4 These Terms and Conditions constitute the entire agreement between ECR and Members concerning participation in the Music Society.

15. Contact Details

For enquiries relating to the East Coast Radio Music Society:

Email: music@ecr.co.za

Website: www.ecr.co.za