

TERMS AND CONDITIONS

The following terms set out the agreement between you and us for your application as a contestant on the Programme (this “**Agreement**”).

1. GENERAL

- 1.1 These terms and conditions relate to your application to take part in the Programme which we propose but do not undertake to produce for the Broadcaster.
- 1.2 Neither we nor the Broadcaster are liable to refund any costs or expenses incurred in applying to participate in the Programme, or in participating in the Programme, including but not limited to the costs of calls made, postage, ISP charges, telephony fees, travelling expenses, transportation, accommodation, meals, drinks, insurance, taxes and other costs unless otherwise agreed in writing and provided for by us.
- 1.3 We and our subcontractors do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any computer network, system, server, provider, telephony system or otherwise or any postal service failures which may result in any application not being properly received.
- 1.4 You agree that any application forms which are incomplete or incomprehensible, incorrectly addressed, lost in transit, or with insufficient postage, or not received by us at the relevant postal or email address (all as is applicable) may not be considered.
- 1.5 You accept that due to the large number of applications we receive that we will not acknowledge or respond to each application but only to those of successful applicants. We will review your application and shall decide which application is suitable to be put forward to the next stage of the selection process. You further accept that applicants will be selected at our sole discretion and such decision shall be final. You agree that there will be no right of appeal against any decisions taken by us on this matter.
- 1.6 You accept that receiving an application form and/or a phone call from a staff member of the Programme production team and/or attending an audition DOES NOT automatically mean that you will be appearing on the Programme and we reserve the right at our sole discretion at any time to stand you down, even if you have been given a date to attend auditions.
- 1.7 We do not represent, undertake or warrant that we will produce or broadcast any episode of the Programme which may or may not include an applicant's participation.

2. YOUR OBLIGATIONS

- 2.1 You agree to abide by the rules and regulations of the Programme as shall be notified to you in writing or verbally which you accept may be varied from time to time by us and you further accept that our decision is final.
- 2.2 You agree to attend any auditioning processes, heats and any promotional activities relating to the Programme if required by us on any dates as notified to you.
- 2.3 If applicable to the Programme, you agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner, if so required by us.

- 2.4 You warrant that you comply with each of the Eligibility Requirements above and if required by us, you agree to provide us with documentary evidence as well as providing all consents and assistance in carrying out any police background searches if so required by us to substantiate the information provided in this application form.
- 2.5 You warrant that nothing in this application will infringe the copyright or any other right of any third party or breach any contract or duty of confidence, constitute a contempt of court or expose us to any civil or criminal proceedings or be defamatory or blasphemous and/or otherwise intended to bring us or any other party into disrepute.
- 2.6 You hereby warrant that you have truthfully and accurately completed this application form and acknowledge and agree that we may in our sole discretion disqualify you from any stage of the Programme auditioning and selection process or the Programme itself at any stage if you supply or have supplied any untruthful, inaccurate or misleading details and/or information and/or have failed to abide by the rules of the Programme and/or otherwise have deceived us about your identity or fail to abide with any of our other reasonable instructions or directions or are otherwise in breach of any of the terms of this Agreement.
- 2.7 Should you be selected to go through to the next stages of the Programme contestant selection process, you agree that you shall notify us immediately if there are any criminal charges and/or convictions brought against you from the date of this application.
- 2.8 You agree that you will not withhold information from us of any material fact (including but not limited to existing medical conditions) that may in our reasonable opinion jeopardise or otherwise impact on the Programme or which might result in publicity adverse to our good name, the Broadcaster or the Programme. You agree that should you have anything in your history that would make for negative press or publicity you agree to make us aware of it in order to protect your public interest and our reputation and that of the Broadcaster.
- 2.9 You agree to notify us of any changes to the circumstances and/or information and/or data provided in this application form during your continued participation in the Programme selection process.
- 2.10 You agree to indemnify us and our successors in title, assigns and licensees against any and all claims, costs, actions, losses and/or damages suffered directly or indirectly by us as a result of the breach, non-performance or non-observance by you of any of your obligations, warranties, undertakings and representations under this Agreement.
- 2.11 You shall keep confidential and shall not disclose to any third party any confidential information, photographs or other material relating to us or the Programme or anyone taking part in it which comes to your knowledge as result of your participation in the Programme. The foregoing will not include matters already in the public domain (other than by way of your breach of this Clause).
- 2.12 You agree not to act in any way which is derogatory, defamatory to, or harm or damage the reputation of the Programme, the Company or BBC or their affiliated companies.
- 2.13 COVID-19:**
Health and Safety:
You agree to comply with any Producer's health and safety rules, guidance and protocols and health and safety policies and procedures and any specific production protocols

(including, without limitation, any protocols issued in relation to COVID-19), as such rules, guidance and protocols are updated and notified to you by any Producer from time to time.

Acknowledgement of Risk:

You acknowledge that there is an element of risk of exposure to COVID-19 associated with any form of participation in an activity involving other individuals working at relatively close proximity. While the Company shall adhere strictly to the production health and safety protocols and follow all risk assessment recommendations to minimise the risk of exposure to COVID-19, you acknowledge that there remains a possibility that you or a team member may come into direct or indirect contact with COVID-19 and you freely and willingly agree to participate in the production of the Programme in this knowledge.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 In the event that you are invited to attend an audition and any other subsequent stages of the Programme selection process you agree and consent to the filming and recording of your voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with your application for the Programme at our discretion (the "**Contribution**") and the use of your Contribution in the Programme in whole or in part or not at all. You irrevocably and unconditionally grant and assign to us any and all copyright and all other rights, title and interest in your Contribution so as to permit us the fullest use throughout the world of the Contribution or any part(s) thereof by all means and in all media in connection with the Programme or otherwise in perpetuity. For purposes of clarity, you accept that we have the right to edit, copy, adapt, dub or translate the Contribution as we see fit and you irrevocably waive in our, our assignees and licensees favour the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction.

3.2 You further agree to the photographic and video material(s) and any other materials you have submitted (collectively referred to as the "**Submission**") as part of your application to the Programme and/or your Contribution to be featured in the Programme and you warrant that you have the necessary licences, rights, consents and permissions to authorise us to use your Submission in full or in part. You hereby grant us a worldwide, perpetual, royalty free and transferable licence (with the right to sub-licence) to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to others, prepare derivative works of and to display your Submission by any medium or method whether now known or later developed to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewable and extension thereof and you irrevocably waive the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction.. You agree to provide us with details of all such licences, rights, consents and permissions if we so request.

3.3 For the avoidance of doubt, you agree that we have no obligation whatsoever to return any materials (including without limitation, the Submission) which you have submitted as part of this application whether or not you are selected as a participant and that we are in no way obligated to use any such materials in connection with the Programme.

3.4 You hereby grant us the right to use your name, voice, likeness, photographs and any biographical material concerning you in connection with the promotion and exploitation of the Programme and/or ancillary products/services and/or in connection with us and/or the broadcaster of the Programme, throughout the world in all media in perpetuity.

4. MISCELLANEOUS

STV STUDIOS T&Cs

You agree that we may freely assign or licence this Agreement and this Agreement shall be governed by and construed in accordance with the laws of Scotland, and the Scottish courts shall have exclusive jurisdiction.