

## **' WIN WIN WITH PEOPLE'S POSTCODE LOTTERY (SERIES 1)'**

### **TERMS AND CONDITIONS FOR APPLICANTS**

1. These Terms and Conditions are related to the television series currently known as (title subject to change) "WIN WIN WITH PEOPLE'S POSTCODE LOTTERY (SERIES 1)" ("the Series") that Hello Dolly Limited ("the Producer") may (but does not undertake) to produce.
2. All references in these Terms and Conditions to "Producer" shall be deemed to include the Producer and People's Postcode Lottery Ltd (being the co-producer of the Series) ("PPL") and ITV ("ITV") and all other broadcasters of the Series.
3. Initial Criteria for Applicants: You ("the Applicant") must meet all of the following criteria in order for us to consider the Applicant to participate in the Series:
  - a. Aged eighteen (18) years or over.
  - b. A current legal resident of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man ("UK") at the date of application.
  - c. Not a freelance worker, employee, agent, sub-contractor or other person engaged by the Producer or the Savanta Group Limited ("Personnel"), and have not previously been Personnel.
  - d. Not a live-in partner, cohabitant or immediate relative (e.g. (half, step or full) mother, father, son, daughter, brother or sister) of any Personnel.
  - e. Right to lawful residence in the UK (by way of being a UK citizen or with proper and valid visa/right to remain status in the UK, whether on an indefinite basis or otherwise).
  - f. In good health and able to participate in the Series if invited to do so (but for the avoidance of doubt, the Producer welcomes Applicants with disabilities and a disability will not be a basis for failure to meet this criteria).
  - g. Not party to any other contractual or other arrangement that, in Producer's sole discretion to determine, would constitute a conflict of interest or prohibit or inhibit the Applicant from participating in the Series if invited to do so and/or entering into any further agreements as may be required by Producer.
  - h. Have submitted a full and complete and wholly truthful Application Form with all supporting materials required (as set out on the Application Form) prior to 30th June 2025 being the Producer's intended last date to accept applications (although the Producer reserves the right, without any obligation, to amend that date to a later or earlier date, and/or to consider and accept applications after such date).

- i. Generally available for filming for the Series if invited at short notice on any date between 25<sup>th</sup> August 2025 and 9th October 2025 (such being stated here as a potential period of filming but such period shall be subject to change at the Producer's discretion).

#### 4. Basis of Application

- a. The Applicant acknowledges and agrees that the Applicant is applying to be a participant for the Series.
- b. The Applicant acknowledges and agrees that the Producer does not promise and gives no guarantees of any kind that the Applicant will be invited to participate in the Series, nor that the Series will be produced, or broadcast.
- c. The Applicant acknowledges and agrees that the Producer does not promise and gives no guarantees of any kind that the Applicant's appearance in the Series will be used, even if the Applicant has participated in the Series and the rest of the Series or any part it is broadcast.
- d. The Applicant acknowledges and agrees that if the Applicant is filmed for the Series, and if the Producer, at its discretion, determines to include the Applicant's appearance in the Series, is at the sole discretion of the Producer.

#### 5. Disqualification

- a. The Producer reserves the right to disqualify an Applicant at any stage of the evaluation process if:
  - (i) The Applicant's application form is incomplete in any way as determined by the Producer;
  - (ii) The Applicant does not meet the Initial Criteria in full;
  - (iii) The Applicant does not meet any further criteria as the Producer may set out during the processes that follow application;
  - (iv) The Applicant does not respond to any attempted contact(s) from the Producer within any period determined by the Producer;
  - (v) The Applicant does not fully and completely cooperate and assist the Producer on an entirely truthful and full and complete disclosure basis during any evaluation process that the Producer subsequently undertakes;
  - (vi) For any other reason that the Producer determines, at its sole discretion, is a basis for disqualification.
- b. Notwithstanding the foregoing, the Producer reserves the right, without any obligation, to invite an Applicant to amend or cure any disqualifying factors that are capable of amendment or cure and/or select an Applicant notwithstanding any disqualifying factors

and/or select an Applicant notwithstanding a prior rejection on the basis of any disqualifying factors.

- c. The Applicant acknowledges and agrees that the Producer shall not have any obligation to evaluate the Applicant and/or the Applicant's application form and/or supporting materials submitted by the Applicant. For the avoidance of doubt and without limiting the foregoing, the Producer shall not have any liability to the Applicant in the event of any technical failures which inhibit or prevent the Applicant's submission of the Applicant's application form and/or supporting materials and/or which inhibit or prevent the Producer's evaluation of them.

#### 6. Application and Decision Process

- a. The Applicant acknowledges and agrees that the Applicant's application form and supporting materials shall be uploaded to a database in order for multiple persons representing or otherwise connected with the Producer and the Series to evaluate the Applicant.
- b. The Producer (and any such other persons as designated by the Producer) shall evaluate the Applicant on a subjective basis and shall select Applicants at its discretion on a provisional basis.
- c. All decisions regarding selection are final. No appeals shall be considered and no feedback or critique or reasons shall be given and no correspondence shall be entered into.

#### 7. Selection

- a. If an Applicant is provisionally selected, the Applicant acknowledges and agrees the following:
  - i. the Producer may require the Applicant, if requested by the Producer, to take part in one or more video calls (such as by Zoom) for interview and discussion. Failure to attend the video call(s), if requested, may disqualify the Applicant from further consideration. The Applicant undertakes not to record the video call(s), and/or make it available to any third parties (including but not limited to by means such as streaming or permitting access to the video call(s)) and undertakes to keep confidential that the video call(s) are happening and/or have happened. However, the Producer may (but does not undertake to) record the video call(s) initially for internal evaluation purposes;
  - ii. the Producer may require further information and disclosures from the Applicant to further evaluate the Applicant's application form, which may include, without

limitation, supply of the Applicant's passport and/or any other documentation required by the Producer to evidence the Applicant's legal right to be in the UK and participate in the Series if invited to do so, and further details as the Producer may require about prior criminal convictions or criminal or civil proceedings to which the Applicant is or was party to. The Applicant is directed to the Privacy and Data Policy for more information about how this information will be held and assessed which can be found here: <https://www.hellodolly.tv/privacy-policy-website;>

iii. the Producer may conduct (or may at its discretion require the Applicant to supply the results of Producer specified) background checks (which may include, without limitation, checks on social media accounts and assessment by third party medical professionals) in order to verify any of the information supplied, and the Applicant agrees to provide the Producer with any assistance or further information necessary (in the Producer's opinion) in this regard. . The Applicant is directed to the Privacy and Data Policy for more information about how this information will be held and assessed which can be found here: <https://www.hellodolly.tv/privacy-policy-website;>

iv. the Producer may require the Applicant, if requested by the Producer, to take part in an in-person meeting/audition for interview and discussion. Failure to attend an in-person meeting/audition for any reason, if requested to do so, may disqualify the Applicant from further consideration. If the Producer determines (at its sole discretion) to stage in-person meetings/auditions, the Producer may (at its sole discretion) issue supplemental Terms and Conditions at that time which shall, if issued and on issue, be deemed to form part of these Terms and Conditions. The Applicant undertakes not to tell anyone that the Applicant is attending an in-person audition. The Applicant undertakes not to record any in-person audition, and/or make it available to any third parties (including, but not limited to, by means such as streaming or on a video call). However, the Producer may (but does not undertake to) record the in-person auditions, initially for internal evaluation purposes.

b. If the Producer decides (at the Producer's discretion) to select the Applicant to take part in the Series on whatever basis the Producer determines:

i. the Applicant will be required to sign a separate contributor agreement, Statement of Health Declaration and any other further agreements as may be

requested by the Producer (together, “the Contributor Agreement”). The Contributor Agreement will provide, among other things, that the Producer will own and control in perpetuity and may freely use, exploit and distribute all of the rights in the Series including the Applicant’s contribution to it (which shall include, in such circumstances, the Applicant’s application form and all recordings of video calls and/or auditions and all supporting materials supplied), and will stipulate the circumstances in which any prize and/or prize monies may be won and/or retained and when any such prize and/or prize monies are paid out. The Contributor Agreement will also provide that if the Applicant’s appearance is included in the Series, the Applicant will, if requested, be available to take part in promotion of the Series around the time that the applicable Series is broadcast, and will refrain from taking part in other TV shows until after a period of time following first broadcast of the last episode of the applicable Series. The terms of the Contributor Agreement are not intended to be in conflict with these Terms and Conditions but the Producer reserves the right to include any additional or different terms in the Agreement which may vary or augment any part of these Terms and Conditions where the Producer determines, at its sole discretion, that to be desirable or necessary; and

- ii. the Applicant’s signature and return to the Producer of the Contributor Agreement in the form given to the Applicant is required in order for the Applicant to participate. The Producer will not be under any obligation to consider any variations or amendments of the Contributor Agreement (although the Producer reserves the right to do so in (as determined by the Producer at its discretion) exceptional circumstances).
- c. Upon signature of the Contributor Agreement by the Producer and the Applicant, the Contributor Agreement shall in every respect be the full and complete agreement between them and shall govern and control all aspects of the Applicant’s participation in the Series.
- d. Notwithstanding any of the foregoing, the Producer reserves the right to withdraw the Applicant from the evaluation process at any stage of it for any reason that the Producer determines, at its sole discretion, is a basis for withdrawing the Applicant from the evaluation process, and without liability to the Applicant. No appeals shall be considered and no correspondence shall be entered into and the Producer shall have no obligation to provide reasons for the Producer’s determinations in this regard.

## 8. Warranties and Further Acknowledgments and Waivers and Consents

- a. The Applicant warrants that the Applicant is the owner of all rights in and to the materials submitted with the Applicant's application form.
- b. The Applicant warrants the Applicant has been entirely truthful (on a full and complete disclosure basis) with regard to all information required by the Producer and supplied by the Applicant on the Applicant's application form, and during the process of evaluation by the Producer.
- c. The Applicant acknowledges that the Applicant shall be responsible for all of the Applicant's costs as the Applicant may incur to apply and thereafter, if applicable, to take part in the process of evaluation by the Producer and thereafter, if applicable, to consider and enter into the Contributor Agreement.
- d. The Applicant acknowledges that the Applicant shall, if invited to participate in the Series on any basis, not receive any payment for such participation (any expenses or any prize and/or prize monies not being guaranteed and subject always to the terms of the Contributor Agreement).
- e. The Applicant waives any and all claims against the Producer and/or any related third party in respect of the application of the Applicant to participate in the Series and/or with regard to the Producer's and/or any related third party's subsequent evaluation of the Applicant and/or any failure or decline on the part of the Producer and/or any related third party to evaluate the Applicant for any reason whatsoever (provided nothing in these Terms and Conditions shall act to limit or exclude the Producer's liability for death or personal injury caused by the Producer's negligence).
- f. The Applicants waives the right to any injunctive or equitable relief in any circumstances as such right may otherwise arise.
- g. The Applicant acknowledges that the Producer will process his/her Personal Data in accordance with the Privacy and Data Policy which can be found here: <https://www.hellodolly.tv/privacy-policy-website> or otherwise as set out in clauses 11(a) and/or 11(b) (as applicable).

## 9. Confidentiality

- a. The Applicant undertakes not to discuss, disclose or supply to any third party or make public in any way (which includes, without limitation, posts to social media) any information or images concerning or related to the Producer, the Series or the Applicant's possible participation in the Series at any time without the prior written consent of the Producer.

- b. The Applicant acknowledges and agrees that this extends to any and all information as the Applicant may receive, including in a video call if the Applicant is invited to take part in a video call and/or in an in-person audition if invited to attend.
- c. The Applicant undertakes not to make public or supply the Application Form or any supporting materials supplied to the Producer by the Applicant to any third party (which includes, without limitation, posts to social media).
- d. The Applicant agrees and undertakes to observe the foregoing obligations forever or for the longest period permitted at law, and regardless if the Applicant is invited to participate in the Series in any way.

#### 10. Amendments/Variations to the Terms and Conditions

- a. The Producer reserves the right (but without any obligation) to amend or vary these Terms and Conditions at any time and from time to time (which amendments or variations may include, without limitation, amendments or variations to the Initial Criteria).
- b. In the event that the Producer exercises its right to amend or vary these Terms and Conditions, the Producer reserves the right (but without any obligation) to apply the amended/varied Terms and Conditions (including, without limitation, amendments or variations to the Initial Criteria) to Applicants after the date of such amendment/variations or to apply the amended/varied Terms and Conditions (including, without limitation, amendments or variations to the Initial Criteria) retrospectively to some or all prior Applicants.

#### 11. General

- a. The Producer may share Applicants' Personal Data with People's Postcode Lottery who may hold and process such Personal Data in accordance with the People's Postcode Lottery's Privacy and Data Policy which can be found here: <https://www.postcodelottery.co.uk/policies/privacy-policy> (as may be updated by People's Postcode Lottery from time to time).
- b. The Producer may share Applicants' Personal Data with ITV who may hold and process such Personal Data in accordance with the ITV's Privacy and Data Policy which can be found here: [https://www.itv.com/\\_data/documents/pdf/ITV\\_Broadcasting\\_Privacy\\_Notice.pdf](https://www.itv.com/_data/documents/pdf/ITV_Broadcasting_Privacy_Notice.pdf).
- c. Development and production of the Series may be abandoned or curtailed or postponed or abandoned at any time at the Producer's discretion without any liability of any nature to the Applicant.

- d. The Producer does not now and/or shall not have in the future any duty or liability, (direct or indirect, vicarious, contributory, or otherwise) with respect to any infringement or protection of the copyright and/or other rights in and to the Applicant's application form and/or recordings and/or supporting materials submitted by the Applicant (including without limitation, due to a data breach or acts of third parties).
- e. The clause headings in these Terms and Conditions are for convenience and reference purposes only and shall not limit, govern or otherwise affect interpretation.
- f. Nothing in these Terms and Conditions shall be deemed to express or imply any representation or guarantee that that all Applicants shall be evaluated on equal terms and/or that all participants in the Series are subject to the same application process and/or Contributor Agreement, all such matters being at the Producer's sole and complete discretion.
- g. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales that subject to the exclusive jurisdiction of the English courts.