

Will You Be My Friend?: Terms and Conditions for Applicants

You agree to the following terms and conditions which apply to your application to take part as a participant for a non-Broadcast pilot 'Will You Be My Friend?' (the "**Programme**") which Five Mile Films Limited (referred to below as '**Five Mile Films, we, our**'), propose but do not undertake to produce.

1. You must be aged 18 or above on 1st January 2025.
2. The child who you are proposing to take part in the Programme ("Child") must be aged between 5 and 8 years old on 26th August 2025.
3. You have the permission of all other person(s) with parental responsibility for the Child to propose the Child to take part in the Programme (unless you have sole legal custody).
4. You and the Child must be current legal residents of the UK. Five Miles Films may request verification of your and the Child's identities as part of the application process, for example by the provision of valid and current photographic ID or other documentation (such as birth certificates, driving licence and/or valid passport).
5. You and the Child must be able to commit to all the filming days required for the Programme, which we estimate will be late August 2025. Should your application be successful, we will confirm the arrangements for filming and the relevant dates nearer the time.
6. All information supplied by you as part of the application for the Programme (including in relation to any criminal charges, convictions or proceedings) must be true and accurate. We will process your and the Child's personal data in accordance with our Privacy Policy (available at <https://www.fivemilefilms.co.uk/policy-contributors>) and the data protection consents obtained in the Online Application Registration Form. If you wish to review or amend the data protection consents provided, please contact us at privacy@fivemilefilms.co.uk. However, depending on the stage of the production process, if you withdraw any consent provided, we a) may not be able to consider you for a contribution to the Programme, or b) may continue to process your information in reliance on the Special Purposes exemption (see the Privacy Policy) where stopping the processing and deleting your data is incompatible with the artistic or journalistic purpose of the Programme.
7. You agree that you will not disclose the personal data of any other individual, either in your application form, during conversations or other communication with our production team, or during casting or filming of the Programme, without that individual's prior consent.
8. Five Mile Films decisions regarding the application and audition process and the selection of applicants for the Programme are entirely at our sole discretion, final and binding. If you have not heard from a member of the Five Mile Films team by phone or email by the end of August 2025, then unfortunately your application has been unsuccessful this time. If selected, there are no guarantees that you or the Child will be included in Programme or that production of the Programme will go ahead. This Programme is a pilot and not intended for broadcast to the public. If you have agreed that we may contact you in future if a further programme or series is commissioned for broadcast, then it is possible that you might be contacted to take part in the same, but there are no guarantees that we will do so.
9. At any stage of the application process, you agree that Five Mile Films may conduct background checks as we deem appropriate to assess the suitability of you and the Child to take part in the

Programme (which may include a DBS check and checks on your social media accounts) and to verify any of the information you have supplied, and you agree to provide Five Mile Films with any assistance or further information necessary to do this. You also agree that we may carry out health checks (for example obtaining advice from child or educational psychologists or other child specialists) as necessary and appropriate, to ensure that you/the Child are fit and suitable to take part in the Programme, as well as any live audition or interview during the application process.

10. You warrant that any material and information of any kind submitted by you to us at any time, for example as part of your application or during the selection process or, if selected, during production, in whatever form, including any written material and photographs:
 - a. is genuine, truthful, accurate and original to you;
 - b. has not been copied or reproduced from any published source, whether printed or digital/on- line;
 - c. does not infringe the copyright or any other right of any third party; and
 - d. does not breach any contract, duty of confidence or right of privacy.
11. In order to protect the content of the Programme, you must at all times keep all information about the Programme strictly confidential and must not give anyone any information or material or make any public statement or publish any photographs at any time by any means (including on blogs, websites and/or social networking platforms such as X (formerly Twitter), Facebook etc.) about the application or production process and/or the Programme or any other person involved in such processes. This confidentiality applies and continues whether or not you/the Child are selected to take part in the Programme or remain actively involved in the Programme. You are not permitted to respond to any approach from the press or anyone else enquiring about the application or production process, anyone else involved in the process and/or anything about the Programme and will refer any such enquiries immediately to Five Mile Films.
12. Five Mile Films aims to ensure the safe and efficient production of the Programme with due care to safeguarding and the welfare of all participants at all times. Five Mile Films reserves the right to suspend and/or end your/the Child's application and/or your/the Child's participation in the Programme at any time at its discretion taking into consideration these principles or if you are in breach of these Terms and Conditions.
13. If you are assisting or making an application on behalf of someone else, you must have their permission before submitting the application, and consents contained within the application must be given by the applicant themselves.
14. By continuing with your application, you agree that you have read, understood and accepted these the Terms and Conditions.
15. If you are chosen to take part in the Programme, you will be asked to sign Participant Agreements on behalf of yourself and the Child (to be signed by all parents/guardians with legal/parental responsibility for the Child), which sets out the terms of your and the Child's participation in the Programme. Whilst the Programme is a non-transmittable pilot, the Participant Agreement will include a full assignment of copyright in your/the Child's contributions to Five Mile Films, along with all consents necessary for Five Mile Films to use the Programme for its development purposes including viewing by potential broadcasters and financiers for the purposes of obtaining a commission.

16. Five Mile Films reserves the right to make changes to these terms and conditions at any time.