

NAME THAT TUNE APPLICATION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 We are Bright Entertainment (a label and trading name of ITV Studios Limited), a company registered in England and Wales (registered number: 03106525) of ITV White City, 201 Wood Lane, London, W12 7RU (“we”, “us”, “our”), together with our co-producer Bigger Stage Limited of 1st Floor, 8 Bridle Close, Kingston Upon Thames, Surrey, England, KT1 2JW (Bigger Stage) and we are the producers of Name that Tune (Series 1) (the “**Programme**”) which we intend but do not undertake to produce for ITV (the “**Broadcaster**”).
- 1.2 By completing and submitting an application form for the Programme (the “**Application Form**”) for yourself to participate in the Programme you agree to these terms and conditions (the “**Terms and Conditions**”).
- 1.3 When you submit your Application Form these Terms and Conditions will be legally binding on you so please make sure you read these Terms and Conditions carefully to make sure you are completely happy with them before you submit your Application Form.

0. GENERAL

- 2.1 These Terms and Conditions relate to your submission of an Application Form for you to take part in the Programme and will form part of your registration and submission of the Application Form.
- 2.2 We are not responsible for any expenses you incur in submitting an Application Form.
- 2.3 Due to the large number of entries we receive, unfortunately we can’t acknowledge or respond to each and every Application Form submitted but only those who we wish to put forward to the next stage of the selection process. Application Forms put forward to the next stage of the selection process will be selected at our sole discretion.
- 2.4 Please be aware that by registering and/or submitting an Application Form and/or receiving a phone call and/or any other correspondence from a member of the Programme production team and/or attending any recording days *doesn’t* mean that you will be appearing on the Programme. We will review which entries should be put forward through to the next stage of the Programme selection process. All participants on the Programme will be selected at our sole discretion and you accept that by submitting your Application Form that such decisions shall be final and that there will be no right of appeal against any decisions taken by us on this matter.

0. YOUR OBLIGATIONS

- 3.1 If required by us, we may ask you to attend auditions, rehearsals and other meetings for your continued participation in the selection process for the Programme on dates as shall be notified to you and you agree to use your best endeavours to fulfil such requirements.
- 3.2 You also confirm:
 - 3.2.1 you comply with each of the eligibility requirements set out in the Application Form (the “**Eligibility Requirements**”) and, if required by us, you will provide us with evidence to confirm any the information provided in your Application Form;
 - 3.2.2 you understand the nature and purpose of the Programme;
 - 3.2.3 the content of your Application Form shall be true, complete and accurate in all respects respects (or we may withdraw you from the Programme and/or reclaim or withhold any prize awarded to you. Whilst disclosure of criminal convictions, civil orders and/or current or pending criminal proceedings and/or anything else negative in your background will not automatically exclude you from being considered for or participating in the Programme, we shall be entitled to exercise our sole discretion. Certain crimes, civil orders, pending criminal proceedings and/or investigations and/or negative matters may result in us ending your involvement in the casting process for the Programme. In all cases our decision shall be final);
 - 3.2.4 to the extent you remain in contention for inclusion in the Programme, you will advise us of any information which might compromise or call into question the integrity of the Programme and/or which might impact our reputation;

- 3.2.5 that nothing in your Application Form and/or the Materials will infringe any data protection laws, including the UK General Data Protection Regulation and the UK Data Protection Act 2018 (both as amended, replaced or repealed from time to time);
- 3.2.6 that nothing in your Application Form and/or the Materials will infringe any copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, and/or otherwise bring us, the Programme or any other party into disrepute; and
- 3.2.7 you will comply with all other relevant laws in connection with your submission of your Application Form and Materials.

0. ANY PHOTOS, VIDEOS OR OTHER MATERIALS WHICH YOU SUBMIT WITH YOUR APPLICATION FORM

If you submit any photos, videos and/or any other materials with your Application Form or during any part of the application or casting process (including where we record any audition you take part in) (the "**Materials**"):

4.1 You confirm that:

- 4.1.1 you've got the rights and permissions to submit the Materials as part of your Application Form;
- 4.1.2 you have permission from any other parties/person(s) who features in and/or whose work is included in the Materials; and
- 4.1.3 our use of the Materials will not infringe the rights of any other party or entitle any person to claim payment from us.

4.2 If we elect to do so, you give us permission to use the Materials as part of the Programme throughout the world in perpetuity in any and all media now known or devised in the future without any further fees becoming due to you and you agree to waive any "moral rights" that you have in the Materials.

0. CONFIDENTIALITY

Unless otherwise agreed by us in writing, you shall keep any information, photographs or other material relating to your Application Form and any other part of the casting process for the Programme that you are involved in confidential and shall not disclose any information relating to it to any third party. The same applies to any information, photographs or other material we give to you. For the avoidance of doubt, you agree to keep all information relating to the Programme application and casting process (including, without limitation, any telephone calls, auditions and other correspondence) confidential.

0. MISCELLANEOUS

- 6.1 We may amend, change or revise the Terms and Conditions at any time in our absolute discretion.
- 6.2 We shall be entitled to assign these Terms and Conditions and these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties herein hereby submit to the exclusive jurisdiction of the courts of England and Wales.