

LOVE ISLAND – APPLICATION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. We are ITV Studios Limited trading as Lifted Entertainment, a company registered in England and Wales (registered number: 0310625) of ITV White City, White City Place, 201 Wood Lane, London, W12 7RU and (“we”, “us”, “our”) and we are, together with our co-producer, GroupM Motion Entertainment (“**Motion**”), the producers of LOVE ISLAND (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.

2. 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. Neither we nor Motion are 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. We shall not enter into any correspondence regarding any unsuccessful application or any decisions taken regarding your application.
- 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.

3. ANY PHOTOS, VIDEOS OR OTHER MATERIALS WHICH YOU SUBMIT WITH YOUR APPLICATION FORM OR DURING THE CASTING PROCESS

- 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 you and your voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with your application for the Programme (the “**Contribution**”) and the use of your Contribution in connection with the Programme and/or future series of the Programme and/or spinoffs of the Programme in whole or in part or not at all.
- 3.2. You irrevocably grant and assign to us by way of present assignment of present and future copyright, all rights of any nature in and to the rights, title and interest in your Contribution so as to permit 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 and/or future series of the Programme and/or spinoffs of the Programme or otherwise in perpetuity. For purposes of clarity, you accept that we have the right to edit, copy, adapt or translate the Contribution as we see fit. You agree to waive any “moral rights” that you have in the Contribution.
- 3.3. 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 (the “**Materials**”), you confirm that:
 - 3.3.1. you’ve got the rights and permissions to submit the Materials as part of your Application Form;
 - 3.3.2. you have permission from any other parties/person(s) who features in and/or whose work is included in the Materials; and
 - 3.3.3. our use of the Materials will not infringe the rights of any other party or entitle any person to claim payment from us.
- 3.4. If we elect to do so, you give us permission to use the Materials as part of the Programme and/or future series of the Programme and/or spinoffs of the Programme, throughout the world in perpetuity in any and all media (including without limitation in marketing materials and on social media) now known or in the future without any fees becoming due to and you agree to waive any “moral rights” that you have in the Materials.
- 3.5. For the avoidance of doubt, you agree that we have no obligation whatsoever to return any materials (including without limitation, the Materials) which you have submitted as part of your Application Form

whether or not you are selected as a participant and that we are in no way obligated to use the Materials in connection with the Programme.

4. YOUR OBLIGATIONS

- 4.1. 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. If requested by us, you must bring proof of age and any other documents required to any auditions to which you are invited.
- 4.2. As part of your continued participation in the selection process for the Programme, you agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner, if so required by us.
- 4.3. You also confirm:
 - 4.3.1. 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;
 - 4.3.2. you understand the nature and purpose of the Programme;
 - 4.3.3. the content of your Application Form shall be true, complete and accurate in all 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);
 - 4.3.4. 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;
 - 4.3.5. 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);
 - 4.3.6. 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
 - 4.3.7. you will comply with all other relevant laws in connection with your submission of your Application Form and Materials.
- 4.4. You agree to abide by the rules and regulations of the Programme as shall be notified to you in writing or verbally. You accept that we may vary such rules and regulations from time to time and that our decisions in this matter are final.
- 4.5. You agree, that if you are selected to appear on the Programme, to sign a further participant agreement at our request and you shall promptly execute and deliver such participant agreement and perform such acts and complete any other documentation as may be required for the purpose of giving full effect to the participant agreement.
- 4.6. You agree that we may in our sole discretion disqualify you from any stage of the Programme auditioning and selection process or the Programme itself and/or withhold or reclaim any prize or other benefit awarded or due to be awarded to you as a result of your participation in the Programme if:
 - 4.6.1. you supply or have supplied any untruthful, incomplete, inaccurate or misleading details and/or information or you have deceived us, Motion or the Broadcaster in any way including without limitation about your identity;
 - 4.6.2. you fail to abide by these Terms and Conditions or the rules and regulations of the Programme;
 - 4.6.3. you fail to abide with any of our other reasonable instructions or directions;
 - 4.6.4. by reason of your conduct (including past conduct) you bring us, Motion or the Broadcaster into disrepute; and/or
 - 4.6.5. you fail to meet the Eligibility Requirements.
- 4.7. To the extent your Application Form is being considered by us in relation to your participation in the Programme, you agree to notify us of any changes to the circumstances and/or information and/or data provided in your Application Form.

5. 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 or via any social media channels. 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.

6. MISCELLANEOUS

6.1. _____ We may amend, change or revise the Terms and Conditions at any time in our absolute discretion.

6.2. _____ In the event of any conflict which arises and/or inconsistency between any of the terms in these Terms and Conditions and the ITV General Participation Terms detailed at <http://www.itv.com/terms/participation-charity/itv-general-participation-terms>, these Terms and Conditions shall prevail.

6.3. _____ Should there be a dispute regarding your participation in the Programme our decision on this dispute shall be final.

6.4. _____ 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.