

Buy It Now 2019

## APPLICATION TERMS AND CONDITIONS

You hereby acknowledge and undertake to Studio Lambert Associates Ltd (“Producer”) that in consideration of the Producer agreeing to consider this application you hereby agree to the following terms and conditions:

1. You confirm that you have the right to live and work in the UK, the Channel Islands or the Isle of Man and hold a valid passport. Parents / legal guardians must apply on behalf of anyone under the age of 16. You will be asked to provide the Producer with valid and current photographic ID and other documentation in order to substantiate your age (i.e. birth certificate, driving licence and/or valid passport).
2. Applications must include a recent photograph of you and one photo of your product. Applications without photos will not be considered. The closing date for applications is 20<sup>th</sup> September 2019. The Producer reserves the right to change the closing date at any time in its sole discretion for any reason without notice.
3. Applications are open to entrepreneurs, inventors and license holders, who have rights to sell their product in the UK. You must either own your product or have the permission of the product owner(s) in order to take part. An invitation to participate in the series, is subject to proof of ownership of your product. Should you be successful in pitching your product, please note that: a) any indicative orders by a retailer will be subject to the retailer’s own due diligence at a later date; b) any arrangement made between you and the retailer is completely independent of **the Producer** and Channel 4; and c) **neither the Producer** nor Channel 4 shall have any liability in relation to any such arrangements made with a retailer.
4. By applying to participate, you are confirming that you are not, to the best of your knowledge after reasonable enquiry, infringing any third party's intellectual property rights (including but not limited to patent, trademark, copyright or design rights) - and that your product complies with all relevant laws and regulations, applicable to the sale of your product to the public.
5. Employees and members of their immediate families (including any live-in partner) of the Producer or Channel 4, any associated parent or subsidiary companies and/or any agencies, sponsors or contractors associated with the Programme are not eligible to apply.
6. You confirm the information supplied on the application form as well as all other information that you submit to the Producer will be true and honest, that you have not and will not deceive or mislead us in any way (including not withholding information) and you will continue to be entirely truthful and accurate in answering any questions and/or supplying information to us whether verbally or in writing. You agree to keep the Producer informed of any change to these circumstances or to the information set out in your application form or to any other information that you otherwise submit to the Producer in connection with the Programme.
7. If you have provided information relating to another person, including but not limited to contact information, you confirm to the Producer that you have obtained that person’s consent, having fully explained to them the purpose of providing the information.
8. Successful applicants may be selected to take part in the Programme at the sole discretion of the Producers whose decision will be final.
9. The Producer cannot guarantee that you will be contacted to take part in the Programme, or that your participation will be exploited in any media at any time. The decision of the Producer is final.
10. Following our review of your application, we may invite you to meet with us to discuss taking part in the Programme. If you are invited, we shall have the right to investigate and review the validity and authenticity of the information you submit (in any way we may reasonably choose) and in the event that such investigation and/or review of the information reveals any information to be false or misleading, or if we discover something that we feel may adversely affect your suitability to participate in the Programme, we may, at our absolute discretion, discontinue your participation in the selection process and/or the Programme.

11. You acknowledge that we may carry out background checks, including criminal record background checks, on all contributors. If you have anything in your past or you become involved in any criminal and/or civil proceedings or other conduct that may attract negative press or publicity at any time after submitting this application, you will make us aware of it immediately. Disclosing something of this nature to us will not automatically disqualify you from taking part but it is important we know of any relevant issues.

12. In the event that we meet you to discuss taking part in the Programme, you hereby grant all consents necessary for the Producer to film and record such meeting and to use recordings featuring your image and/or voice in connection with the Programme and/or ancillary rights in the Programme and to exploit the same in all media throughout the world in perpetuity without the need for payment to you and you unconditionally waive the benefits of any provision of law known as "moral rights" or any similar laws of any jurisdiction.

13. You will not, without the Producer's prior written consent, disclose, publish or discuss with any third party, including by way of social networking sites, any information relating to the audition process, the Programme, your appearance in the Programme (if any), the production team or any participants in the Programme nor any other information which may come to your attention during your involvement with the Programme including without limitation any information relating to the Channel 4, the Producer or otherwise save where such information is already in the public domain or as may be required by law.

14. The information you provide to us about yourself will be stored securely and processed in accordance with Studio Lambert's Data Protection Policy. For more information please see <http://studiolambert.com/privacy.html>.

15. Should you be selected to take part in the Programme you agree and undertake to enter into further contracts with the Producer and you agree to abide by the terms therein. Failure to do so may result in you no longer being considered for the Programme. The Producer's decision is final.

16. Due to the volume of applications received, the Producer cannot reply to everyone but thank you for your interest and for taking the time to complete this application form.

17. Other than as may be required pursuant to clauses 6 and 11 above, you may not make changes to the application form once it has been submitted.

18. These Terms and Conditions were last updated on 1<sup>st</sup> July 2019. Please note that we may update and amend these Terms and Conditions from time to time and it is your responsibility to ensure you review these Terms and Conditions regularly to familiarise yourself with any changes.