

THE CHASE – APPLICATION TERMS AND CONDITIONS
LAST UPDATED 31.07.18

By completing and signing your Application Form for the Programme (as defined in the Application Form) you hereby agree to the following terms and conditions (the “**Terms and Conditions**”):

1. **GENERAL**

- 1.1. These Terms and Conditions relate to your application to take part in the Programme and form part of your Application Form.
- 1.2. You are solely responsible for any and all costs or expenses incurred by you in applying to participate or your participation in the Programme, (including but not limited to: calls made, postage, ISP charges, telephony fees, travelling expenses, transportation, accommodation, meals, drinks, insurance, taxes and other costs). Under no circumstances will we or the Broadcaster cover these or any additional costs.
- 1.3. We and our subcontractors do not accept any responsibility whatsoever for any technical failure, malfunction of or any other problem with any computer network, system, server, provider, telephony system or otherwise or for any postal service failures which may result in any application not being properly received.
- 1.4. You agree that if your Application Form is incomplete or incomprehensible or incorrectly submitted and if applicable incorrectly addressed, lost in transit, containing insufficient postage, not received by us at the relevant postal or email address or sent in after any specified closing date that it may not be considered.
- 1.5. You accept that, due to the large number of applications we receive, we will not acknowledge or respond to each and every application but only to those of applicants who we wish to put forward to the next stage of the selection process. We will review your Application Form and shall decide which applications are suitable to be put forward to the next stage of the selection process. You accept and agree that contestants will be selected at our sole discretion, that such decisions shall be final and that there will be no right of appeal against any decisions taken by us on this matter.
- 1.6. You accept that receiving an Application Form and/or a phone call and/or other correspondence from a member of the Programme production team and/or attending an audition and/or attending any recording days DOES NOT automatically mean that you will be appearing on the Programme and we reserve the right, at our sole discretion, to stand you down at any time during the production process, even if you have been given a date to attend auditions and/or recordings.
- 1.7. We do not represent that we will produce or broadcast any episode of the Programme or to include any applicant's participation in the Programme.

2. **YOUR OBLIGATIONS**

- 2.1. 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.
- 2.2. You agree to attend any auditioning processes, heats and promotional activities relating to the Programme if required by us on any dates as shall be notified to you.
- 2.3. You agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner, if so required by us.
- 2.4. You warrant that you comply with each of the Eligibility Requirements above and, if required by us, you agree to provide us with documentary evidence as well as providing all consents and assistance in carrying out any background searches if so required by us to substantiate the information provided in your Application Form.
- 2.5. You agree, that if you are formally selected to appear on the Programme, to sign a contestant agreement (“**Contestant Agreement**”) at our request and you shall promptly execute and deliver such Contestant Agreement and perform such acts and complete any other documentation as may be required for the purpose of giving full effect to the Contestant Agreement.
- 2.6. You warrant that nothing in your Application Form will:
 - 2.6.1. infringe the copyright or any other right of any third party;
 - 2.6.2. breach any contract or duty of confidence;
 - 2.6.3. constitute a contempt of court or expose us to any civil or criminal proceedings; and/or
 - 2.6.4. otherwise be intended to bring us or any other party into disrepute.

- 2.7. You agree that you will comply with all relevant laws in connection with the Contribution (as defined below) and you shall not engage in any activity, practice or conduct which would constitute tax evasion (meaning any conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017) or an offence under the Bribery Act 2010;
- 2.8. 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:
 - 2.8.1. you supply or have supplied any untruthful, incomplete, inaccurate or misleading details and/or information or you have deceived us or the Broadcaster in any way including without limitation about your identity;
 - 2.8.2. you fail to abide by these Terms and Conditions or the rules and regulations of the Programme;
 - 2.8.3. you fail to abide with any of our other reasonable instructions or directions;
 - 2.8.4. by reason of your conduct (including past conduct) you bring us or the Broadcaster into disrepute; and/or
 - 2.8.5. you fail to meet the Eligibility Requirements.
- 2.9. You agree to notify us of any changes to the circumstances and/or information and/or data provided in your Application Form.
- 2.10. You agree to indemnify us and our assigns and licensees against any and all claims, losses and/or damages suffered directly or indirectly by us as a result of the breach, non-performance or non-observance by you of any of your obligations and representations under your Application Form including but not limited to any extra costs of production of the Programme.

3. INTELLECTUAL PROPERTY RIGHTS

- 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 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 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.
- 3.3. You further agree that any photographic material(s), video material(s) and/or any other materials you have submitted as part of your application to appear as a contestant in the Programme and/or as part of your Contribution (collectively referred to as the "**Submission**") may be featured in the Programme and you warrant that you have the necessary licences, rights, consents and permissions to authorise us to use your Submission in full or in part.
- 3.4. You grant us a worldwide, perpetual, royalty free and transferable licence (with the right to sub-licence) to use, edit, record, modify, translate, distribute, make available to others, prepare derivative works of and exploit your Submission by any medium or method whether now known or later developed throughout the world for the full term of copyright and other rights and all renewable and extension thereof. You agree to provide us with details of all such licences, rights, consents and permissions relating to the Submission if we so request.
- 3.5. For the avoidance of doubt, you agree that we have no obligation whatsoever to return any materials (including without limitation, the Submission) 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 any such materials in connection with the Programme.
- 3.6. You grant us the right to use your name, voice, likeness, photographs and any biographical material and any Contribution or Submission concerning you in connection with the promotion and exploitation of the Programme and/or ancillary products/services and/or in connection with us and/or the broadcaster of the Programme, throughout the world in all media in perpetuity.
- 3.7. You irrevocably waive the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction in respect of any Contribution and/or Submission.

4. CONFIDENTIALITY

You shall keep confidential and shall not disclose to any third party any confidential information, photographs or other material relating to us or the Programme or anyone taking part in it, which comes to your knowledge as result of your participation in the Programme (if any). The foregoing will not include matters already in the public domain (other than by way of your breach of this Clause).

5. PERSONAL DATA

You agree that nothing in your Application Form or Contribution will infringe any laws relating to data protection, data privacy and/or information security (including the General Data Protection Regulation (Regulation (EU) 2016/679) (the “**GDPR**”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time). If you have access to personal data (as defined in the GDPR) during your participation in the Programme, you must ensure that you: (i) only use such personal data for the purposes for which it is provided and not for purposes unrelated to your participation; (ii) destroy or return the information at the end of your participation in the Programme, at our discretion; (iii) take adequate precautions to protect such personal data in your hands from loss or damage, or unauthorised access or disclosure; and (iv) familiarise yourselves with, and comply with our privacy notice at <https://itvstudios.com/privacy-notice/talent-contributors-audience> in relation to such personal data.

6. DIVERSITY

Broadcasters and Creative Diversity Network (CDN) are monitoring diversity on UK television through Diamond. We have a legitimate interest to collect diversity information about our industry, and if you provide us with your name and email address we will enter this in a system called Silvermouse and you will be invited to provide your diversity characteristics. The broadcasters and CDN, as data controllers, are responsible for this data and will retain your name and email address for this purpose in Silvermouse for as long as diversity is monitored by them. We also collect information about how viewers might perceive diversity on screen. Further information about Diamond can be found here: <http://creativediversitynetwork.com/diamond/contributors/>.

7. MISCELLANEOUS

- 7.1. We may amend, change or revise the Terms and Conditions at any time in our absolute discretion.
- 7.2. 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.
- 7.3. Should there be a dispute regarding your participation in the Programme our decision on this dispute shall be final.
- 7.4. You agree that we may freely assign or licence your Application Form (including these Terms and Conditions).
- 7.5. Your Application Form and any non-contractual obligations arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with your Application Form or its subject matter.