

## **THE VOICE KIDS (SERIES 6) ENTRY TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1.** We are Lifted Entertainment (a label and trading name of ITV Studios Limited, a company registered in England and Wales (registered number: 0310625) of 2 Waterhouse Square, 140 Holborn, London, EC1N 2AE (“**we**”, “**us**”, “**our**”) and we are the producers of The Voice Kids (Series 6) (the “**Programme**”).
- 1.2.** By completing and submitting an entry form for the Programme (the “**Entry Form**”) for your Child’s (your “**Child**”) participation in the Programme you agree to these terms and conditions on your own and your Child’s behalf (the “**Terms and Conditions**”).
- 1.3.** *When you submit your Entry Form the 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 Entry Form.*

### **2. GENERAL**

- 2.1.** These Terms and Conditions relate to your submission of an Entry Form for your Child to take part in the Programme and will form part of a submitted Entry Form.
- 2.2.** We are not responsible for any expenses you incur in submitting an Entry Form.
- 2.3.** Due to the large number of entries we receive, unfortunately we can’t acknowledge or respond to each and every Entry Form submitted but only those who we wish to put forward to the next stage of the selection process. Entry 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 receiving a phone call and/or any other correspondence from a member of the Programme production team and/or attending any recording days it doesn’t automatically mean that you or your Child will be appearing on the Programme.
- 2.5.** You agree that we reserve the right at our sole discretion at any time up to the Closing Date to add more types of music acts that we consider for the Programme, including, without limitation, our ability to consider music acts larger than a Duo. If we consider acts of a group larger than a Duo then, each member of the larger group will need to complete and submit a separate Entry Form.

### **3. YOUR OBLIGATIONS**

- 3.1.** If required by us, we may require you and your Child to attend any auditions and/or any subsequent stages of the Programme selection process which your Child has been invited to. If you are not able to do so, you shall ensure your Child is accompanied by an appropriate adult (i.e. a responsible adult who is 18 (eighteen) years of age or older) of your choice. You must provide us with the name of such an appropriate adult in advance. Further, if your Child’s audition and/or subsequent selection stage falls on a weekday, you must provide written headteacher/principal consent authorising your Child’s absence to attend. Proof of valid identification and age will be required. We may in our absolute discretion refuse you (or the appropriate adult) and your Child entry if we suspect or find that your supporting documents are not genuine.
- 3.2.** You confirm that you are the parent/legal guardian of the Child and have legal responsibility for the Child.
- 3.3.** You agree to co-operate and shall procure that your Child co-operates in applying for and obtaining any licences which may be required by your Child’s local education authority (“**LEA**”) and/or relevant Magistrates Court and to ensure that your Child complies with all the requirements set out in the licence granted to us by the relevant LEA and/or Magistrates Court.
- 3.4.** You acknowledge that the Programme will be physically and psychologically demanding and so, if required by us, you agree to your Child meeting a suitably qualified practitioner to ensure that they are adequately prepared for, and supported throughout, the Programme selection process. You understand and acknowledge that your Child’s participation in the Programme may be subject to the assessments of these practitioners and the state of your Child’s health being to our satisfaction.
- 3.5.** If so requested by us, you agree to provide us with full details of:
  - 3.5.1.** any recording contract or music publishing agreements (whether written or oral and current or otherwise) which your Child has or previously had (the “**Previous Artist Agreements**”) and/or
  - 3.5.2.** any other agreement (whether written or oral) with any third party (“**Commercial Agreement**”) which your Child has or previously had which would restrict in any way your Child’s ability to participate in the Programme or otherwise obligate your Child to provide compensation to any third party in connection with your Child’s activities in the entertainment industry. Should you fail to inform us of any such Commercial Agreement, we shall be entitled in our absolute discretion to withdraw your Child from the selection process for the Programme.

and you hereby authorise us to hand over such Previous Artist Agreements and/or Commercial Agreements to our music partners, Universal Music Group (the “**Record Company**”) for their review.

3.6. You agree and acknowledge that if your Child enters into a new Commercial Agreement (which shall include, without limitation, any recording contract or music publishing agreement) between the date of you submitting the Entry Form until such time your Child is no longer in contention to be selected for the Programme without first seeking our prior written approval that your Child may be unable to continue in the casting and selection process for the Programme and we shall have the right to remove your Child from the casting and selection process for the Programme. We shall be entitled to exercise our discretion in this regard. You therefore agree to seek our written approval before entering into any new Commercial Agreement on behalf of your Child, which you and/or your Child may be offered during your Child's continued participation in the casting and selection process for the Programme.

3.7. If we are of the view that any Previous Artist Agreement and/or Commercial Agreement conflicts with these Terms and Conditions or in any way restricts your Child's ability to participate in the Programme (a "Conflict"), we shall discuss such Conflict with you and your Child and we shall be entitled, at our absolute discretion, to withdraw your Child from the casting and selection process for the Programme.

3.8. You also confirm:

3.8.1. you and your Child comply with each of the eligibility requirements set out in the Entry Form (the "Eligibility Requirements") and, if required by us, you will provide us with evidence to confirm any of the information provided in your Entry Form;

3.8.2. you understand and shall ensure your Child understands the nature and purpose of the Programme;

3.8.3. the content of your Entry Form shall, to the best of your knowledge and belief, be true in all respects;

3.8.4. to the extent your Entry Form submission remains 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;

3.8.5. that nothing in your Entry Form will infringe any applicable data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (both as amended, replaced or repealed from time to time);

3.8.6. that nothing in your Entry Form 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

3.8.7. you and your Child will comply with all other relevant laws in connection with your submission of your Entry Form.

#### 4. ANY PHOTOS, VIDEOS OR OTHER MATERIALS WHICH YOU SUBMIT WITH YOUR ENTRY FORM

4.1. If you submit any photos, videos and/or any other materials with your Entry Form (the "Materials"):

4.1.1. you confirm that you've got the rights and permissions to submit the Materials as part of your Entry Form; and

4.1.2. if your Child is selected for the Programme you give us permission to use the Materials as part of the Programme without any further fees becoming due to you.

#### 5. CONFIDENTIALITY

Unless otherwise agreed by us in writing, you and your Child shall keep any information, photographs or other material relating to your Entry Form confidential and shall not disclose it to any third party. The same applies to any information, photographs or other material we give to you or your Child and tell you or your Child to keep confidential.

#### 6. 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.