TERMS AND CONDITIONS (Challenge Me (working title) Series 1)

By completing and signing your 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 these or any additional costs be covered by us or the Broadcaster.

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, 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 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 acknowledge that as part of the selection process you may be required to undergo a variety of physical challenges and you therefore confirm that you are in good mental and physical health and that you are not aware of any physical or mental reasons (including phobias, allergies, heart disease, epilepsy, high blood pressure, back complaints or any recent illness, operation or course of treatment) which would, or be likely to, endanger your health or the health of others during your participation in the Programme.

1.7 You accept that receiving an Application Form and/or a phone call 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 or recordings. We also have the right to require you to verify to us that your Submission (as defined below) can be performed in our studio under studio conditions.

1.8 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 such rules and regulations may be varied by us from time to time and that our decisions in this matter are final.

2.2 You agree to attend any auditioning processes 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 (as set out in the Application Form) 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.

You agree to sign a contestant agreement ("**Contestant Agreement**") on our request and shall promptly execute and deliver such Contestant Agreement and perform such acts as may be required for the purpose of giving full effect to the Contestant Agreement.

2.5 You warrant that nothing in your Application Form will:

2.5.1 infringe the copyright or any other right of any third party;

2.5.2 breach any contract or duty of confidence;

2.5.3 constitute a contempt of court or expose us to any civil or criminal proceedings; and/or

2.5.4 otherwise be intended to bring us or any other party into disrepute.

2.6 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:

2.6.1 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;

2.6.2 you fail to abide by these Terms and Conditions or the rules and regulations of the Programme;

2.6.3 you fail to abide with any of our other reasonable instructions or directions;

2.6.4 by reason of your conduct (including past conduct) you bring us or the Broadcaster into disrepute; and/or

2.6.5 you fail to meet the Eligibility Requirements.

2.7 You agree to notify us of any changes to the circumstances and/or information and/or data provided in your Application Form, including any medical conditions which arise or criminal charges, investigations and/or convictions which are brought against you, during your continued participation in the

Programme selection process and the Programme itself.

2.8 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/or Skype 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. You further warrant that no person and or animal shall be or was harmed and/or maltreated as part of your Submission.

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 this application 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. **HOW YOUR INFORMATION WILL BE USED**

4.1 "**Personal Data**" means data which relates to you, where you can be identified directly from that data or from that data together with other information in our possession; and "**Sensitive Personal Data**" means personal data consisting of information as to your a) racial or ethnic origin; b) political opinions; c) religious beliefs or other beliefs of a similar nature; d) membership (or not) of a trade union; e) physical or mental health or condition; f) sexual life; g) commission or alleged commission of any offence; h) involvement in and the outcome of proceedings for any offence committed or alleged to have been committed by you.

4.2 "**Your Information**" means any of the information, whether verbal or written, which you have or may subsequently provide to us in connection with your appearance on the Programme, including but not limited to any information which you have or may subsequently provide to us during the application and selection process and/or during the production of the Programme and any your Personal Data and/or your Sensitive Personal Data.

4.3 For the purposes of the Data Protection Act 1998, as amended, you hereby agree and give your consent to the holding and processing of Your Information in any form, (whether obtained or held in writing, electronically or otherwise) by us and any third parties authorised by us, for the purposes of the development, production, promotion, exploitation and transmission of the Programme and such consent includes, but is not limited to, use by us of Your Information as follows:

4.3.1 to assess whether or not to select you for the Programme;

4.3.2 to deal with any questions or complaints arising in relation to the Programme;

4.3.3 to pass on to a regulator or governmental authority or law enforcement authorities including without limitation the Information Commissioner and/ or OFCOM should it be requested from us or if we are legally obliged to disclose Personal Data by a Court Order (and such request will be considered by us in light of our obligations under the Data Protection Act 1998 or any other applicable legislation/ law;

4.3.4 to share with professional advisors and/ or the broadcaster and/ or the company within the ITV group of companies if we need to for any of the above purposes

4.3.5 to verify your age, identity and other information as we may require for the production and exploitation of the Programme;

4.3.6 to carry out background checks with data handling agencies, law enforcement and government agencies.

4.4 We (or other group companies) will only contact you about future series of the Programme and other shows produced by us or by another company within the ITV plc group of companies if you have

specifically consented under the section of the Application Form headed "**Future Contact**". If you do not consent to this future use of Your Information and you are not selected to participate in the Programme Your Information will be securely destroyed once the Programme selection process has been completed.

4.5 You have the right of access to Your Information. If you decide that, other than as such parts of Your Information may have already been incorporated into the Programme, you no longer want us to hold, use or process all or any part of Your Information or you want to update your contact details please contact us.

5. **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. The foregoing will not include matters already in the public domain (other than by way of your breach of this Clause).

6. **MISCELLANEOUS**

Should there be a dispute regarding your participation in the Programme our decision on this dispute shall be final. You agree that we may freely assign or licence your Application Form (including these Terms and Conditions) and that 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.