

“FIVE YEAR OLDS (WORKING TITLE)”
APPLICATION TERMS AND CONDITIONS

For the purposes of these terms and conditions:

“Broadcaster” shall mean Channel 4 Digital

“Producer” shall mean Darlow Smithson Productions Ltd

“Programme” shall mean Five Year Olds (working title)

“Contributor Privacy Policy” shall mean Banijay UK’s Contributor and Talent Privacy Notice available at - <https://banijayuk.com/documents-contributor-privacy-notice/>

By submitting this application form you hereby acknowledge, warrant, confirm and agree that:

1. You are aged eighteen (18) years or over and you are a current legal resident of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man (“UK”) at the date of your application; that you are not employed and have not been previously employed or engaged by the Producer or the Broadcaster and you are not a live-in partner or immediate relative (i.e. mother, son, daughter, brother or sister) of an employee of the Producer, any companies associated with the Producer and the Banijay group of companies (the “Banijay Group”) or the Broadcaster. Should your application be taken further you may be required to provide proof that you are a British National or of Your right to reside in or lawful or current legal residence of the UK.
2. If you are selected as a participant, the Producer has no obligation to produce the Programme and if the Programme is made there will be no obligation on the Producer or the Broadcaster to broadcast the Programme.
3. If you are selected to participate in the Programme you shall abide by all the rules of the Programme (as may be amended or supplemented from time to time) and shall accept that the Producer’s decision(s) in respect thereof as final and binding (including all decisions by the Producer concerning selection of the participants) and you agree not to challenge or appeal against those decisions.
4. If you are selected for participation in the Programme, nothing in your contribution to the Programme shall be calculated to bring the Producer, the Banijay Group or the Broadcaster into disrepute or prejudice the successful exploitation of the Programme and any such disrepute or prejudice may result in your disqualification from the Programme.
5. You have answered all of the questions on the application form and will answer any other questions in any other part of the selection process fully, honestly truthfully and accurately and confirm that you have not misled or attempted to mislead the Producer in any way as to your identity, experiences, Criminal History or in any other way. You agree to keep the Producer informed of any change to these circumstances or the information and/or data set out in this application form or provided in any other part of the selection or production process (if you are selected to participate). If you are found to have knowingly supplied inaccurate, misleading or false information at any point, you understand the Producer will be entitled to exclude you from the Programme selection process, or (if you are selected to participate) exclude you from participating in the Programme, and if you have already taken part in the Programme you may be required to forfeit your place in the competition and/or any prize or any other benefit you may have received or may be due to receive.

6. If you are shortlisted, the Producer may conduct background checks in order to verify any of the information you have supplied and you agree to provide the Producer with any assistance or further information necessary to do this. This could include checks of information that is publicly available online, including information you have made public via social media. Further information as to the basis upon which we request and process this information can be found in the Contributor Privacy Policy.

7. All applicants will be asked at a later stage of the application process to reveal/disclose certain information about previous criminal offences, cautions, current prosecutions, sanctions in relation to children and civil proceedings before taking part in the Programme ("Criminal History"). Further details as to the basis upon which we request and process your information can be found in the Contributor Privacy Policy.

8. You own all rights in the photograph(s) and/or audio visual and/or other material that you have submitted with this application form and/or may submit during the selection process and the Producer and the Broadcaster (and their licensees and assigns) shall be entitled to copy, edit and/or otherwise use the same at their sole discretion for the purposes of making, selling, promoting and exploiting the Programme and any other Programme or promotional material connected with it in all media, and you hereby grant the Producer and the Broadcaster (and their licensees and assigns) all necessary rights and consents for the full period of copyright to enable them to do such acts.

9. If you submit a video as part of your application, you warrant that you own all rights in the video, that you are the only person featured in the video and that you have authority to upload the video. Your video must not contain any material which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or which infringes the rights of any third party or which is calculated to bring the Producer and/or the Broadcaster into disrepute.

10. You will not discuss any information concerning the Producer, the Broadcaster, the Programme (including any photographs) or your possible participation in it, with any other person or company, whether by means of discussion, letter, press and television interviews, social media postings or otherwise, at any time without the prior written consent of the Producer.

11. The Producer complies with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation. The Producer will only process your personal data to the extent necessary to consider whether the Producer wishes you to be a potential candidate for the Programme and to contact you in relation to the Programme. The Producer will implement and maintain measures, in accordance with its security policies updated from time to time, to protect your personal data against accidental loss, unauthorised disclosure or access. Your personal data shall be held and deleted from the Producer's systems in accordance with the Contributor Privacy Policy. You acknowledge that you have read, understood and agree to the Contributor Privacy Policy about the collection and use of your personal information by the Producer <https://banijayuk.com/documents-contributor-privacy-notice/>

12. You understand that once this application form has been submitted no subsequent changes will be accepted by the Producer (save as may be required to update your personal details) and that in submitting this application form you are confirming that you have read and understood the information contained within the application form.

13. You will make yourself available at such times and locations as the Producer shall reasonably require in connection with the selection and production process.

14. If requested, you have listed and revealed all your past TV appearances and will keep the Producer informed of any further TV appearances which you may make after submitting this application form.

15. If there is an error or omission in the Programme application form, if the application is not accompanied by any additional documentation/photographs or similar as are required by the application form, or if it is interrupted or not in fully operating condition at any point and as a result you are not able to access the application form and apply for the Programme we will have no liability to you in respect thereof.

16. You are responsible for all costs associated with your accessing of the Programme application form including but not limited to: mobile network usage costs, data usage costs and costs associated with your internet provider. The Producer accepts no responsibility for any charges you may incur. The Producer recommends that for your ease in completing the Programme application form and to reduce any mobile network charges you might incur you use an available wireless network.

17. These Terms and Conditions were last updated on 20 January 2023. Please note that the Producer may update and amend these Terms and Conditions from time to time and any changes will be posted on the Programme website but it is your responsibility to ensure you review these Terms and Conditions regularly to familiarise yourself with any changes.