

Project Clover (working title) ("Programme")
APPLICATION TERMS AND CONDITIONS

By commencing the application form for the Programme ("**Application Form**"), you agree to the following terms and conditions ("**Terms**");

1. GENERAL

- 1.1. These Terms relate to your application to take part in the Programme and the casting and selection process for the Programme. These Terms, together with the Application Form, form the "application". For the purposes of your application, "**we**", "**us**" and/or "**our**" shall mean Clover Television Limited, and "**Broadcaster**" shall refer to the commissioning broadcaster/network, financier and/or distributor of the Programme.
- 1.2. The Programme name/title is a working title and is subject to change in our sole discretion. Our decision in this matter shall be final.
- 1.3. Applications and/or any documents you submit may not be considered if they are incomplete, incomprehensible and/or incorrectly submitted. We do not accept any responsibility whatsoever for any technical failure, malfunction, delays of or any other problem which may result in any application and/or documents not being properly received by us by the specified closing date or within the specified timeline (where applicable).
- 1.4. Closing Date: The closing date for applications is set out in the Application Form. We reserve the right to extend or close the application process at any time in our sole discretion for any reason and without notice.
- 1.5. Due to the number of enquiries and/or applications we expect to receive, we cannot guarantee that we will read, review or process every application or enquiry and we will not be able to acknowledge or respond to each and every one. Please note we will only be contacting those applicants who we wish to put forward to the next stage of the casting and selection process. You accept and agree that the casting and selection process, including the applicants and/or participants selected for the Programme, is at our sole discretion. Applications are not guaranteed to be successful. Our decisions in these matters shall be final and there will be no right of appeal against any actions or decisions taken by us on these matters.
- 1.6. You accept that by submitting an Application Form; receiving any document, phone call and/or correspondence from us; attending an audition/interview; being shortlisted and/or taking part in any recording day DOES NOT automatically mean that you will be taking part in and/or appearing on the Programme and we reserve the right, in our sole discretion, to stand you down at any time, even if you have been given a date to attend an audition, interview and/or recording.
- 1.7. We and the Broadcaster shall have no obligation to continue the casting and/or selection process, to include any applicant's participation in the Programme or to develop, produce or broadcast the Programme, make use of any of the Contribution and/or the Personal Media (as defined below) (or any part(s) thereof) or publicise the same.

2. YOUR OBLIGATIONS

- 2.1. If you are invited and/or selected to take part in the casting and/or selection process for the Programme, you agree to:
 - 2.1.1. provide us with (i) valid and original proof of your age and identity (such as a passport); (ii) valid

and original proof of your right to legally live and work in the UK; (iii) your current valid driving licence, as requested. Please note if you do not provide us with the same as requested and in such form as notified to you, we may be unable to continue with your application and may stand you down from applying and/or participating in the Programme;

- 2.1.2. attend any casting and/or selection process relating to the Programme at such location(s) and/or using such technology (such as by way of example Skype or Facetime or Zoom) as requested by us and on any dates as mutually agreed;
 - 2.1.3. undertake a medical and/or psychological assessment, conducted by a qualified practitioner, if required by us. You further acknowledge and agree that such practitioner shall share their review, report, information, results and/or findings in respect of such assessment with us and we may share the same with the Broadcaster and other authorised third parties as set out in our privacy policy: www.clovertellevision.co.uk/privacy-policy
 - 2.1.4. complete a self-disclosure form, driver's declaration, a statement of health form health questionnaire and/or such other forms and/or documents as we may request and you agree and consent to us conducting background and/or other checks on your behalf (including but not limited to criminal records check, DBS checks, driving licence check, Factiva check, Google search, social media search and/or similar);
 - 2.1.5. share such information and/or documents about you, your identity and/or background, as requested by us, (including but not limited to information relating to your businesses and/or companies, driving (including any ban, suspension and/or points on your driving licence), any criminal and/or civil allegations or investigations, unspent criminal and/or civil proceedings you have been and/or are involved in, and/or any conduct or anything in your past that may attract negative press or publicity). Please note that 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.
- 2.2. You confirm that you shall comply with each of the Eligibility Requirements as set out in the Application Form and, if requested, shall provide us with documentary evidence as well as providing all consents and assistance necessary to carry out any searches (including but not limited to criminal records checks, DBS checks, company and/or business checks, social media and internet searches) if so required by us.
 - 2.3. We shall have the right to investigate and review the validity and authenticity of the Information and/or document about or provided by you (in any way that we may reasonably choose) and in the event that such investigation and/or review of the Information reveals any information that we feel may adversely affect your suitability to continue to participate in casting, we may, at our absolute discretion, discontinue your participation at any time.
 - 2.4. If selected to participate in the Programme, you acknowledge and agree that you may be required to travel and provide services in the UK and such other locations/countries as notified to you. You confirm that you are not aware of any reason that would prevent you from travelling to any country and meeting any entry requirements for such country.
 - 2.5. You agree that if you are selected to take part in the Programme to promptly sign and return a long form agreement (in such form as we provide to you). You further agree to perform such acts and/or complete such documentation as reasonably requested by us for production purposes for the Programme.
 - 2.6. You agree to follow our directions and instructions during the casting and/or selection process and if selected to take part in the Programme, you agree to abide by any further directions, instructions and/or rules of the Programme as we may notify to you (whether verbally or in writing). You accept that we may alter, change or add to such directions, instructions and/or rules from time to time in our sole discretion and our decisions in these matters are final.

2.7. You agree to comply with all applicable laws and regulations in connection with the casting and/or selection process and/or if selected, your participation in the Programme.

2.8. You confirm that:

2.8.1. the information supplied on the Application Form and any other documents, as well as all other information that you share with us will be true and honest;

2.8.2. you have not and will not deceive or mislead us in any way (including not withholding any information);

2.8.3. you are applying as yourself to participate in the Programme; and

2.8.4. you will continue to be entirely truthful and accurate in answering any questions and/or supplying information to us whether verbally or in writing

2.9. You agree to keep us informed of any change(s) to your circumstances or to the information set out in your Application Form and other documents completed by you and any other information that you share with us at any time in connection with the Programme including any criminal charges, investigations and/or convictions, and/or restraining or non-molestation orders which are brought against you or by you.

2.10. We may, in our sole discretion, disqualify you and terminate the agreement between you and us at any time from any stage of the casting and selection process or the Programme itself (if selected) and/or withhold or reclaim any benefit awarded or due to be awarded to you as a result of your participation in the Programme if:

2.10.1. you do not meet the Eligibility Requirements;

2.10.2. you fail to abide by these Terms and/or if applicable, the terms of any agreement between you and us and/or the applicable rules of the Programme;

2.10.3. you supply or have supplied any untruthful, incomplete, inaccurate or misleading details and/or information; you withhold or have withheld any information; or you have deceived us or the Broadcaster in any way including without limitation about your identity;

2.10.4. you fail to follow any of our reasonable instructions or directions; and/or

2.10.5. by reason of your conduct (including past conduct), you bring us, yourself, the Programme and/or the Broadcaster into disrepute, scandal, contempt or ridicule.

2.11. 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 these Terms and/or our Application Form including but not limited to any extra costs of casting and/or production of the Programme.

3. GRANT OF RIGHTS

3.1. In the event that you are invited to attend an audition, interview (whether face to face or online), recording and any other subsequent stage of the Programme selection process, you agree and consent to us photographing, filming and/or recording you and your voice, conversation and sounds (together the **"Contribution"**) and using your Contribution for and in connection with casting and/or production of the Programme, in the Programme and/or associated publicity, 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.

- 3.3. You also agree that any information, photographs, images, recordings (audio and/or visual) and/or any other materials you submit or share with us as part of the application, casting and/or production process for the Programme and/or as part of your Contribution ("**Personal Media**") may be used in connection with the casting and/or production of the Programme (in whole or in part), featured in the Programme and/or associated publicity, or not at all. We are under no obligation to return the Personal Material to you. Furthermore, you grant us a royalty free worldwide perpetual licence for our use of the Personal Media, and you confirm that you have all the necessary licences, rights, consents and permissions (including from any individuals who may feature in the Personal Media) for our use of the Personal Media (in full or in part) in the Programme and shall provide us with details of these to us on request.
- 3.4. You grant us the right to use your name, voice, likeness, photographs and any biographical material, Personal Media and/or your Contribution for and in connection with the Programme (including without limitation for publicity, promotion and sponsorship of the Programme, any future series of the Programme, and/or any ancillary or merchandising products, services or endorsements) by any medium or method whether now known or later developed throughout the world in all media and all languages in perpetuity.
- 3.5. You accept that we have the right to edit, copy, adapt and/or translate the Contribution and the Personal Media as we see fit and 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 Personal Media.
- 3.6. You confirm that nothing in your Application Form and/or any other documents completed by you in connection with the Programme, Contribution and/or the Personal Media will:
- 3.6.1. infringe the copyright or any other right of any third party;
 - 3.6.2. breach any contract or duty of confidence;
 - 3.6.3. be original to you and the expression of your own intellectual creation (other than materials supplied to you by us or any elements in the public domain as notified to us);
 - 3.6.4. constitute a contempt of court or expose us to any civil or criminal proceedings; and/or
 - 3.6.5. otherwise be intended to bring us, the Broadcaster and/or any other party into disrepute, scandal, contempt or ridicule.

4. CONFIDENTIALITY

- 4.1. You agree that you will not at any time disclose (directly or indirectly) or supply any information or materials (including without limitation any photographs and/or audio and/or visual recordings) to any person (including without limitation the press, friends or family and/or public) by any means (including without limitation via social media) in relation to (i) your application or the selection process; (ii) the Programme (including but not limited to any filming and/or production locations, other participants or applicants, the production crew, any challenges and/or tasks and/or activities, and/or the outcomes of the selection process and/or any activity); (iii) the affairs of us and/or the Broadcaster; and/or (iv) the contents of any and all agreements, correspondence and/or conversations between you and us; which comes to your knowledge as result of your application and/or the casting and production process for the Programme, except where such information may already be legitimately in the public domain, as required by law to be disclosed, or where we have given you our prior written consent.
- 4.2. You further agree not to make any derogatory or critical comments or statements (whether orally or in writing) about the Programme or any person involved with it, us and/or the Broadcaster.

5. MISCELLANEOUS

- 5.1. We want everybody involved in the casting and selection process and production of the Programme in whatever capacity to be treated with dignity and respect and any form of unacceptable behaviour (such as but not limited to harassment or bullying) will not be tolerated.
- 5.2. By necessity, we will process your personal data, including your name, image and voice, together with such special category data you may share with us (such as but not limited to your health, race and/or criminal history). We will do so in accordance with all relevant data protection law and you can find out more information about how we process your personal data and who we share such information with (such as the Broadcaster) on our website www.clovertelevision.co.uk/privacy-policy Where data is shared with the Broadcaster, the Broadcaster will act as an independent data controller for that data, and will treat it in accordance with the Broadcaster's privacy notice.
- 5.3. By providing information to us relating to another person, including but not limited to contact details, you confirm that you have obtained that person's consent to share their information with us and have fully explained to them the purpose of providing the information.
- 5.4. Any costs or expenses incurred by you in respect of applying for the Programme or in respect of the casting and/or selection process (such as phone calls, postage, broadband/Wi-Fi/data charges etc.) will be your responsibility, unless we specify otherwise in advance.
- 5.5. We shall be entitled to assign, license or sublicense the benefit of any rights or permissions granted by you under these Terms to any party.
- 5.6. It is understood and agreed that a breach by you of any of your agreements and obligations in these Terms may cause us irreparable injury and damage and you agree that we shall be entitled to seek injunctive or other equitable relief to prevent such a breach.
- 5.7. You agree that, if we are in breach of any our obligations hereunder, your remedies shall be limited to the right (if any) to claim for damages actually suffered by you and under no circumstances shall you be entitled to seek to injunct, restrain, inhibit, enjoin or otherwise prevent the development, financing, production, distribution, exhibition or other exploitation of the Programme or any allied and ancillary rights thereto.
- 5.8. We shall not be liable to you for any loss of earnings, loss of anticipated profits or savings, loss of publicity, loss of any contract, loss of business or goodwill, or any other incidental, consequential or indirect loss and/or damages and you expressly waive any rights thereto.
- 5.9. The provisions of clauses 3, 4 and 5.7 shall survive termination or expiry of this Agreement.
- 5.10. These Terms were last updated on **11 October 2024**. Please note that we may update and amend these Terms from time to time and it is your responsibility to ensure you review the Terms regularly to familiarise yourself with any changes
- 5.11. The Application Form, these Terms and any non-contractual obligations arising out of or in connection with it or its subject matter shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.