

## Britain's Got Talent 11 - Wizard Radio Limited - Video Upload Terms & Conditions

These terms and conditions relate to your entry (including without limitation your video upload) into the Wizard Radio Limited promotion ("**Promotion**") to participate in and audition for a talent search competition ("**Competition**") being filmed for a series of television programmes provisionally entitled "Britain's Got Talent" and "Britain's Got More Talent" ("the **Programme**") which FremantleMedia Limited trading as Thames and Simco Limited (together the "**Producer**") propose but do not undertake to produce for ITV Network Limited ("**ITV**"). The information given in your application may be used in the Programme should your act be selected to audition.

### 1. **Who can enter:**

You must be aged 16 years or over to enter this Promotion. If you are under 18 years of age, please make sure that your parent or guardian has read and agreed to these terms and conditions and consented to you entering this Promotion.

You are not eligible to enter this Promotion if you are an employee or a close relation of an employee of ITV plc, FremantleMedia Limited, Simco Limited, Wizard Radio Limited or any parent, subsidiary or associated company or an independent scout engaged by the Producers to introduce acts to the Producers and who is party to a separate agreement with the Producers relating to the Programme.

### 2. **Opening/closing date & time:**

Entries for a potential act to participate in the Programme may be submitted from 00:01 GMT 18 January 2017 until 23:59 GMT 4 February 2017.

### 3. **Method of entry:**

All entries must be made by using the submission form available at the Wizard Radio Limited website (url: <http://wizardradio.co.uk/bgt.php>) including your name, date of birth, e mail address and contact phone number and any other required details. If you and/or any contributor of your act are aged under 18 years of age, please provide a contact phone number for a parent or guardian.

As part of your entry please include valid links to publicly available video footage of your act ("**Link**"). From video sharing sites such as YouTube, Vimeo, Dailymotion, Facebook etc. In the event you do not include a Link for your act or your link is invalid, incorrect or has expired, your entry shall be considered ineligible and your entry will not be considered further by us and/or the Producers in this Promotion. All video footage must be publicly available. Links to footage protected by privacy settings will not be considered.

When including a Link to a website via your entry form, you must abide by the terms of use applicable to such website.

You agree that if your entry is incomplete or incomprehensible, not received by us or sent in after any specified closing date or not compliant with these terms and conditions that it may be considered to be invalid and not be considered further by the Producers. There is no charge for entering this Promotion but internet service provider fees may apply for accessing the internet.

You accept that validly submitting your form and entering this Promotion DOES NOT automatically mean that you will be invited to audition for the Programme or appear on the Programme and the Producers reserve the right, at their sole discretion, to stand your act down at any time during the production process, even if your act has been given a date to attend auditions.

By submitting your form you are signifying your agreement to these terms and conditions and you are consenting to the entry form and your personal details submitted as part of the entry form being used for the purposes of the Programme and any connected purposes including without limitation in promotional material related to the Programme which, for the avoidance of doubt, shall include online advertisements in connection with the Programme.

You acknowledge that there are various other methods by which acts may apply to or be selected to audition for the Programme including direct application, word of mouth, internet searches by the Producers, open auditions and events, all in line with industry practice. Acts may be directly invited to audition for the Programme by researchers acting on behalf of the Producer or by independent scouts. All acts (including

without limitation your act if selected) will be required to audition on the same basis as any other applicant and normal Programme Rules will apply to all acts.

By submitting your form and entering this Promotion, you agree that you have read and accepted the Britain's Got Talent 11 Application Terms and Conditions at [itv.com/terms](http://itv.com/terms), [stv.tv](http://stv.tv) and [u.tv](http://u.tv) which also apply to your application.

We may use any personal information provided by you at the time of entering this Promotion for the purposes of processing your application. Please see Britain's Got Talent 11 Application Terms and Conditions at [itv.com/terms](http://itv.com/terms), [stv.tv](http://stv.tv) and [u.tv](http://u.tv) for more details of how we process your personal data.

#### **4. Selection Process**

In the event your entry is successfully received by us, your entry shall be time-coded on receipt by the Producers and reviewed by the Producers as soon as reasonably practicable. You agree that, notwithstanding the fact your entry form may have been received or accepted, your entry may be rendered invalid in the event your act is already known to the Producers by any means prior to receipt by the Producers of your entry form including without limitation where you have already applied directly to the Programme, where the Producers or an independent scout have already contacted you/your act directly or your act has been introduced to the Producers by a third party. If your act is already known to the Producers then the Producers will endeavour (but do not guarantee) to email you to inform you that your entry is invalid.

#### **5. Act Selection**

The Producers will use video footage you have provided to us with your entry to assess whether or not to select your act to audition for the Programme. You accept that, due to the large number of entries we receive, we will not acknowledge or respond to each and every entry but only to those acts who the Producers wish to put forward to the next stage of the selection process. We will review the video footage included with your entry form and shall decide whether your act is suitable to be put forward to the next stage of the selection process. You accept and agree that acts will be selected at the Producers' sole discretion, that such decisions shall be final and that there will be no right of appeal against any decisions taken by the Producers on this matter.

All acts must meet certain eligibility requirements in order to enter the Competition including but not limited to having the right to live and work in the UK, Channel Islands, Isle of Man or Republic of Ireland. The Producers reserve the right to disqualify any act from the Competition at any time in the event such eligibility requirements are not satisfied.

#### **6. Contacting You**

In the event that your act is chosen by the Producers to perform for the judges before a live audience at Manchester on the 11<sup>th</sup> and/or 12<sup>th</sup> February 2017 (or such other date and/or location advised by the Producers) ("**Judges Audition**") then the Producers will contact you and you may be required to attend a meeting in person at a time and place to be notified by the Producers.

The Producers will use reasonable efforts to contact you using the email and/or telephone contact details supplied on your entry form. If the Producers cannot contact you within 48 hours of the time of the Producers' first attempt to contact you then this may result in you no longer being considered eligible for this Promotion.

#### **7. Judges Audition**

In the event your act is selected by the Producers to perform at the Judges Audition stage of the Programme, the Producers shall pay your reasonable travel and accommodation costs to attend such Judges Audition including return standard class travel from the nearest mainland railway station (or for the Channel Isles or Isle of Man, airport) to the mainland railway station (or airport) nearest to the recording location of the Judge's Audition and one night's accommodation at a nearby location on a room only basis based on 2 people sharing a room.

This Promotion excludes all other costs and arrangements not expressly stated above. Additional charges and expenses incurred for goods, services, attractions, facilities, upgrades, activities and events not expressly included and incurred by you in attending the Judges Audition are entirely your responsibility.

None of the Producers or ITV will be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made.

You acknowledge that the Producers reserve the right to vary the date and time for the Judges Audition. The filming schedule is subject to changes and to cancellation at short notice. It is your responsibility to comply with any directions and/or instructions given to you, including, without limitation, in regard to conformity with the Ofcom Broadcasting Code, health and safety instructions and all relevant laws, rules and regulations. Failure to agree to being filmed as specified or to comply with any directions or regulations will result in you and/or your act not being able to participate further. The decision of the producer of the Programme is final and no correspondence will be entered into.

## **8. Consents to use and publicity**

If your act is selected to perform at the Judges Audition, you may be required to participate in publicity, which may include (without limitation), photography, interviews and social media activity. The Producers may exercise their sole discretion to use your name and image and their comments for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

## **9. General**

You should not submit for entry and/or upload any material which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or infringes the rights of a third party or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. Any such submission(s) may be deemed unsuitable and not put forward for the Producers to consider.

By submitting an entry, you agree the Producers may contact you. The Producers do not guarantee that all persons who submit an entry will be contacted.

You acknowledge and agree that the Producers may in their sole discretion include your entry and your personal details in the programme, on website(s) (including without limitation on <http://wizardradio.co.uk/bgt.php>) or in any other media in connection with the Programme and/or to broadcast or otherwise make it public via any media or otherwise exploit it in any manner without notice and without any fee being paid.

W!zard Radio Limited, the Producers, ITV, their sub-contractors, subsidiaries and/or agencies do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any network or line, system, server, provider, software or otherwise which may result in any nomination being lost or not properly received, registered or recorded or Links not being properly accessed.

The Producers and ITV cannot promise that the website will be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. The system and/or service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the reasonable control of the Producers or ITV. The Producers and/or ITV will not be liable to you or to any other person in the event that all or any part of the system and/or service is discontinued, modified or changed in any way.

These terms and conditions may be amended or varied at any time without prior notice. Any changes will be posted on the website at <http://wizardradio.co.uk/bgt.php>.

## **10. Privacy**

Information and data which is provided by you when you make a nomination will be held and used by the Producers and parties associated with them (including without limitation ITV) in connection with your participation in this Promotion, the production and promotion of the Programme.

If you have any questions regarding use of your personal information or if you would like to update your information because your details have changed, please send an e-mail to [privacy.officer@fremantlemedia.com](mailto:privacy.officer@fremantlemedia.com) marked for the attention of the Data Protection Officer, or contact the Data Protection Officer by post at FremantleMedia Limited, 1 Stephen Street, London W1T 1AL.

Producers: FremantleMedia Limited (trading as Thames), 1 Stephen Street, London W1T 1AL

General terms and conditions apply. Please go to [http://www.wizardradio.co.uk/pages/Terms\\_And\\_Conditions.pdf](http://www.wizardradio.co.uk/pages/Terms_And_Conditions.pdf) and [www.itv.com/terms](http://www.itv.com/terms) for Programme Interactive Terms and Conditions.