THE VOICE
APPLICATION TERMS AND CONDITIONS

By submitting your Application Form you hereby agree to the terms and conditions in the Application Form and the following terms and conditions (the “Terms and Conditions”):

1. GENERAL

1.1 The 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 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). If you are selected to participate in the Programme, we will pay for your reasonable and pre-approved standard travel and room-only accommodation costs. We will not be responsible for any other costs and/or expenses.

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 (if applicable) which may result in any application not being properly received.

1.4 You agree that if your Application Form is incomplete or incomprehensible, incorrectly submitted and, if applicable, 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 Form and shall decide which applications are suitable to be put forward to the next stage of the selection process. You accept and agree that participants 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 accept that receiving an Application Form and/or a phone call and/or any other correspondence 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 and/or recordings.

1.7 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 we may amend, change or revise such rules and regulations at any time in our absolute discretion.

2.2 You agree to attend any auditioning and selection stages, heats and promotional activities relating to the Programme if required by us on any dates as shall be notified to you. We and/or the Broadcaster may change, extend, suspend or cancel any stage of application process and/or the Programme, including without limitation the structure and/or content, at any time and in our absolute discretion.

2.3 If you are under 18 (eighteen) years of age (a “Minor”) you must be accompanied by a parent or legal guardian to any auditions and/or any subsequent stages of the Programme selection process, which you have been invited to. If you are a Minor, your audition and/or subsequent selection stage falls on a weekday and you attend school or college, you must provide written headteacher/principal consent authorizing your absence to attend. Proof of age will also be required. We may in our absolute discretion refuse you entry and/or disqualify you pursuant to Clause 2.14 if we suspect or find that your supporting documents are not genuine.
2.4 You acknowledge that the Programme will be physically and psychologically demanding and so, if required by us, you agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner. You understand and acknowledge that your participation in the Programme may be subject to the results of such assessments and the state of your health being to our satisfaction.

2.5 You warrant that you comply with each of the Eligibility Requirements 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.

2.6 You agree that from the date of submitting your Application Form until 30 (thirty) days after the date of your elimination from the Programme or first transmission of the last episode of the Programme (whichever is the earlier) (the “Exclusivity Period”) you will not, without our prior written consent, apply for and/or audition for and/or appear on any audio and/or visual programme including any talent shows (the “Other Programmes”). If during the Exclusivity Period you are asked to apply for and/or audition for and/or appear on any Other Programmes you will inform us immediately. You acknowledge that the Broadcaster (and not us) shall control the transmission dates of the Programme.

2.7 On our request, you agree to sign a participation agreement with us (the “Participant Agreement”) which shall contain without limitation the terms and conditions of your participation in the Programme and a short form version of the Music Agreements (as defined in the Eligibility Requirements) (the “Short Form Music Agreements”).

2.8 Should you reach the later stages of the Programme (as specified by us) and/or on our request, you agree to sign a series of long form versions of the Music Agreements (“Long Form Music Agreements”). Independent legal advice shall be made available to you at no cost to you.

2.9 If, for any reason, you fail to sign the Short Form Music Agreements or, having received the benefit of independent legal advice, any of the Long Form Music Agreements promptly upon request (subject to the review of any Pre-Existing Artist Agreements in accordance with Clauses 2.10 and 2.11 which may cause delay), you acknowledge that you will be unable to continue in the Programme and we have the right to remove you from the Programme and/or replace you with an alternative participant.

2.10 You agree to provide us with full details of:

(a) any recording contract or music publishing agreements which you have previously had, as listed in your Application Form (the “Previous Artist Agreements”); and/or

(b) any other agreement, including without limitation, any other recording contracts or music publishing agreements (whether written or oral and current or otherwise) with any third party (“Commercial Agreement(s)”) which would restrict in any way your ability to participate in the Programme, to enter into the Music Agreements or otherwise obligate you to provide compensation to any third party in connection with your 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 you from participating in the Programme at any stage;

and you hereby authorise us to hand over such Previous Artist Agreements and/or Commercial Agreements to the Record Company for their review.

2.11 You agree and acknowledge that if you enter into a new Commercial Agreement between the date of your Application and your continued involvement in the Programme without first seeking our prior written approval that you will be unable to continue in the Programme and we shall have the right to remove you from the Programme and/or replace with an alternative participant. You therefore agree to seek our written approval before entering into any new Commercial Agreement, which you may be offered during your continued participation in the Programme.

2.12 If we and/or the Record Company are of the view that any Previous Artist Agreement and/or Commercial Agreement conflicts with the Terms and Conditions or in any way restricts your ability to participate in the Programme or enter into the Music Agreements (a “Conflict”), we and/or the Record Company shall discuss such Conflict with you. Should we or the Record Company consider that the Previous Artist Agreement and/or Commercial Agreement would...
preclude you from entering into any of the Music Agreements, we shall be entitled, at our absolute discretion, to withdraw you from participating in the Programme.

2.13 You warrant that nothing in your Application Form will:

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

2.13.2 breach any contract or duty of confidence;

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

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

2.14 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 any benefit awarded or due to be awarded to you during your participation in the Programme if:

2.14.1 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;

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

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

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

2.14.5 you fail to meet the Eligibility Requirements.

2.15 You agree to notify us of any changes to the circumstances and/or information and/or data provided in the Application Form, including any criminal charges, investigations and/or convictions which are brought against you, during your continued participation in the Programme selection process and the Programme itself.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 In the event that you are invited to attend an audition and any other subsequent stages of the Programme auditioning and 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 participant in the Programme and/or as part of your Contribution (collectively, 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.

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 the
Application Form 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 within the ITV group of companies and/or Talpa Global B.V. and/or the Record Company and/or the music publishers (as elected by the Record Company) and/or the management company (as elected by the Record Company) if we need to for any of the above purposes;

4.3.5 to prepare, or to have prepared, the Music Agreements and the arrangements related to the subject matter of the Music Agreements;

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

4.3.7 to carry out background checks with data handling agencies, law enforcement and government agencies; and

4.3.8 providing to the Record Company with copies of any Previous Artist Agreements and/or Commercial Agreements which you supply to us.

4.4 We (and/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 using the contact details set out in the Application Form.

5. CONFIDENTIALITY

You shall keep confidential and shall not disclose or publish to any person, media outlet, internet site or social media platform (including without limitation YouTube, Facebook, Twitter and/or Instagram) any information, photographs or other material relating to your application, your potential involvement with the Programme, the Programme itself or other participants in the Programme, without our prior written approval, apart from any matters already in the public domain (other than by way of your breach of this Clause).

6. MISCELLANEOUS

6.1 We may amend, change or revise the Terms and Conditions at any time in our absolute discretion.

6.2 Should there be a dispute regarding your participation in the Programme our decision on this dispute shall be final.

6.3 You agree that we may freely assign or licence the Application Form (including the Terms and Conditions).

6.4 The 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 the Application Form or its subject matter.