

TERMS AND CONDITIONS

In these terms and conditions:

“Broadcaster” means the Programme’s intended first broadcaster (Channel 4 in the UK)

“Producer” means Voltage TV Productions Limited (which defined term shall be deemed to include its parent, affiliated, associated and subsidiary companies and successors, licensees and assignees)

“Programme” means **‘Tempting Fortunes’ Series 2**

By submitting this application form you hereby confirm and agree:

1. that you:

- (a) are aged eighteen (18) years or over;
- (b) have the legal right to live and work in the United Kingdom (including Channel Islands or the Isle of Man) (“UK”) and that you may be required to provide:
 - (i) proof that you are a British citizen or have the legal right to live and work in the UK,
 - (ii) photo identification, and
 - (iii) current proof of address,
- (c) are not an employee or agent or have otherwise worked for the Producer or Broadcaster
- (d) are not live-in partner or immediate relative (e.g. (half, step or full) mother, son, daughter, brother or sister) of an employee of the Producer or Broadcaster
- (e) are in good health and able to participate in the Programme (i.e. physically and mentally fit and able to undertake all of the tasks required) if invited to do so (but for the avoidance of doubt, the Producer welcomes applicants with disabilities and a disability will not be a basis for failure to meet this criteria)
- (f) are available, if selected to be a participant in the Programme, if invited at short notice in 2022
- (g) know of no reason why you would not be able to freely travel to and from the UK if required.

2. that, due to the anticipated high volume of applications, applicants not selected for the first casting round may not be contacted. Submitting an application form or receiving communications from the Producer in relation to this application does not constitute an offer to participate in the Programme.

3. that all decisions of the Producer as to which applicants to evaluate for potential selection to be a participant in the Programme, and the basis and criteria of such evaluation, are at the sole discretion of the Producer and nothing shall imply that applicants shall be evaluated, if evaluated, on the same basis as any other applicants.

4. that if you are selected as a participant, the Producer shall have no obligation to include your contribution in the Programme or to produce the Programme and if the Programme is made there will be no obligation on the Producer to broadcast the Programme.

5. that if you are selected to participate in the Programme you shall abide by all the rules and protocols of the Programme (as may be amended or supplemented from time to time) and shall accept that the Producer’s decision in respect thereof is 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.

6. that if you are selected for participation in the Programme, nothing in your contribution to the Programme shall be calculated to bring the Producer and/or 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.

7. that 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 and accurately and you confirm that you have not misled or attempted to mislead the Producer in any way as to your identity, experiences, background or otherwise in any other way. You agree to keep the Producer informed of any change to your 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, not include your contribution in the Programme, and/or withhold any prize.

8. that 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.

9. that all applicants will be asked at a later stage of the application process to reveal/disclose certain information about previous unspent criminal offences, cautions, current prosecutions, sanctions in relation to children and civil proceedings before taking part in the Programme.

10. that at different and successive stages of the application process you may be asked to attend remote or in-person evaluation sessions, and prior to or at any such sessions, you will be asked to sign release forms and other forms of agreements and declarations in a form required by the Producer, and any invitation you get to take part in such evaluation sessions will be conditional (at least in part) on your signature and return to us of all such releases or agreements or declarations sent to you for signature.

11. that if you are selected to be a participant in the Programme (on a confirmed or stand by basis), you will be asked to sign a contributor agreement on terms determined by the Producer and any invitation you get to be a participant in the Programme on whatever basis will be conditional (at least in part) on your signature and return to us of such contributor agreement.

12. that notwithstanding any of the foregoing, the Producer reserves the right to withdraw you from the evaluation process at any stage and for any reason that the Producer determines, at its sole discretion, is a basis for withdrawing you from the evaluation process, and without liability to you, and without any obligation to notify you. No appeals shall be considered and no correspondence shall be entered into and the Producer shall have no obligation to provide reasons for the Producer's determinations in this regard.

13. that 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 that the Producer (and their licensees and assigns) shall be entitled to copy, edit and/or otherwise use the same (including any recordings/transcripts of any interview with you via Zoom, Teams, Skype, FaceTime, telephone or other similar means) 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 their licensees and assigns) all necessary rights and consents for the full period of copyright to enable them to do such acts as they may require without restrictions or payment whatsoever. You agree to waive any moral rights that may exist in relation to any of the materials referred to under this Clause 13.

14. that the Producer is under no obligation to return, and accepts no responsibility or liability in respect of, any photographs, images, recordings (audio and/or visual) and/or any other materials you may submit as part of the application, casting and/or production process for the Programme.

15. not to discuss any information concerning the Producer, the Broadcaster, the Programme (including any photographs), your application or your possible participation in the Programme, 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.

16. that 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.

17. that, 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.

18. that you understand that any compensation received as a result of your appearance in the Programme (if selected to participate and whether received from the Producer or third parties) may affect your entitlement to any governmental benefits that you may otherwise be due to receive. You understand that if you are receiving benefits, it is your responsibility to consult the relevant authority for further clarification.

19. that 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 the Producer will have no liability to you in any of those circumstances.

20. that by necessity we will process your personal data, including your name, image and voice, as part of the casting of the Programme together with such special category data that you may share with the Producer which you hereby explicitly consent to us sharing with the Broadcaster and any other Programme associated third parties. You are directed to the Contributor Privacy Policy (which can be found here: <https://www.voltage.tv/contributor-privacy-policy>) and the Supplemental Privacy Notice for Special Category Data and Criminal Record Data (attached as Appendix 1), for more information about how this information will be held and assessed.

21. that development and production of the Programme may be abandoned or curtailed or postponed or abandoned at any time at the Producer's discretion without any liability of any nature to you

22. these Terms and Conditions were last updated on 13th March 2024. Please note that the Producer may update and amend these Terms and Conditions, including without limitation the Eligibility Criteria for the Programme, from time to time and any changes will be posted on the Programme application website but it is your responsibility to ensure you review these Terms and Conditions regularly to familiarise yourself with any changes.

Appendix 1

SUPPLEMENTAL PRIVACY NOTICE FOR SPECIAL CATEGORY DATA AND CRIMINAL RECORD DATA

Introduction

This Supplemental Privacy Notice supplements the **VOLTAGE TV PRODUCTIONS LIMITED CONTRIBUTOR PRIVACY POLICY** (which can be found at <https://www.voltage.tv/contributor-privacy-policy>). It is not intended to override that notice; both notices should be read together. This Supplemental Privacy Notice details the terms upon which we will collect and use special category data and criminal record data relating to you (collectively, “**SCCR Data**”).

When you apply to take part in “The Journey” (working title) (the “**Programme**”), and/or are confirmed as a participant or contributor to the Programme, we may ask you to provide SCCR Data. Generally, we will collect SCCR Data directly from you and not from third party sources. We will specifically inform you at the time if we propose to collect SCCR Data from third party sources.

Additionally, if you participate in the Programme, SCCR Data may be disclosed in the course of the filming and recording of the Programme.

Who are we?

Any reference to “we”, “us” and “our” is to Voltage TV Productions Limited (company no. 08450825) and any subsidiary companies. Unless otherwise stated below, we are known as the “**data controller**” of your personal data, including your SCCR Data, and you can contact our Head of Production on 020 3141 5950 or write to our Head of Production at 68 Wells St, London W1T 3QA for more information about how we process your data.

What do we mean by special category data?

Special category data is personal information which is more sensitive than other personal data and can include information about a person’s: health; race; ethnic origin; political opinions; sex life; sexual orientation; or religious beliefs.

What special category data do we process and why?

We have set out below specific information about the special categories of data we may process in relation to the Programme and why.

There may be circumstances where we have to use your special category data (or make such data available to third parties) without your consent, for example:

- (1) where you clearly make your special category data public, for example, by disclosing such special category data on camera during a live broadcast or during the recording of the Programme;
- (1) in the event of a medical emergency, where you are physically or legally incapable of giving consent, in order to protect your ‘vital interests’ (that is, your health or your life); and/or
- (1) in relation to a legal claim and/or court order;

otherwise, we will only use such special category data for the below purposes (or such other purposes as have been confirmed to you in writing) **provided you have given us your explicit consent to do so.**

- We may use data relating to your physical and mental health to assess your suitability to participate in the Programme.

This special category data will be used by the relevant production team for the purposes of making the programme and to assess whether reasonable adjustments are required for your participation in the programme. It may also be shared internally with the Business Affairs, Health and Safety, Compliance and Production teams and externally with professional advisers if their advice is required. It may also be shared with our insurers and the insurers of the commissioning broadcaster, our transport, accommodation and filming venue providers, medical professionals working with us, such as our on-site medical team and our independent doctors.

In the case of our independent doctors, they are the “data controller” of your personal data (either alone or jointly with us) and will be required to maintain their own records. Where that is the case, we may refer you to those health professionals to exercise your rights over your data.

If the special category data is included in the editorial content of the Programme, it will be shared with anyone who views the Programme and/or clips of the Programme throughout the world.

- **We may use data relating to your race and/or ethnicity as part of our commitment to on-screen diversity.**

This special category data will be used by the relevant production team for the purposes of monitoring and increasing diversity on the Programme.

[Information about criminal records](#)

Additionally, where authorised by UK/European laws, we may also ask you to self-disclose personal information relating to: criminal convictions; current or pending criminal proceedings; county court judgments; and/or formal cautions. We may also carry out our own background checks which may include a basic check of any unspent convictions on your criminal record with the Disclosure and Barring Service (the “**DBS**”)(and/or such other organisations as we will always specifically explain to you) on your behalf.

Your criminal record data will be used by the relevant production team to assess your suitability to participate in the Programme and/or to deal with any questions or complaints arising in relation to the Programme. It may be shared internally with the Business Affairs, Compliance, Health and Safety teams and externally with professional advisers if their advice is required. It may also be shared with the commissioning broadcaster, our insurers and the insurers of the commissioning broadcaster.

Like special category data, there may be circumstances where we use your criminal record data (or make such criminal record data available to third parties) without your consent, for example:

- (1) where you agree to make your criminal record data public, for example, by disclosing

such data on camera during a live broadcast or during the recording of the Programme;
and/or

(1) in relation to a legal claim and/or court order.

If the criminal record data is included in the editorial content of the Programme it will be shared with anyone who views the Programme and/or clips of the Programme throughout the world.

How long do we keep this SCCR Data?

Category

If you are filmed and recorded for the Programme regardless of whether you appear in the finished Programme.

If you provide us with SCCR Data but you are not filmed or recorded for the Programme and therefore do not appear in the finished Programme.

Retention Period

The period during which we have the right to exploit the programme.

Name and contact details - Up to 3 years from when you provided such data.

All other data - Up to 6 months from the point at which we decide that you will not participate in the Programme, or we receive notice from you that you will no longer participate in the Programme.

[Sending data internationally](#)

We may transfer your data, including your SCCR Data, to other members of our group and to third party service providers outside of the European Economic Area, which do not have similarly strict data protection and privacy laws.

Where this happens, we will put in place data transfer agreements and safeguards using European Commission approved terms. Please contact us if you would like to know more about these agreements or receive a copy of them.

We will also ensure that adequate security and safeguards are in place to appropriately protect your data.

Additionally, if your data is included in the editorial content of the Programme, it will be shared with anyone who views the Programme and/or clips of the Programme throughout the world.

[What are my data subject rights and how can I use them?](#)

For more information on your rights and how to use them, please contact our Head of Production on 020 3141 5950 or write to our Head of Production at 68 Wells St, London W1T 3QA.

Where we are processing your special category data with your consent, you can withdraw your consent at any time. Please contact our Head of Production using the above mentioned contact details.

However, if you do not wish to give us your consent, or later withdraw your consent to any or all of the above purposes (and/or such other purposes as we will always specifically explain to you) then, depending on the information concerned, we may not be able to proceed or continue with your application or participation in the Programme.