

## **SIMON NEEDS YOU (W/T) – APPLICATION AND ENTRY TERMS AND CONDITIONS**

These terms and conditions govern the application and entry (“**Application**”) to audition to be in a new boyband and participate in the related programme produced by BTBSC Series Ltd (“**Box to Box**”, “**we**”, “**us**”, “**our**”), named [Simon Needs You, a working title] (“**Programme**”) which is being produced for distribution by a global entertainment service (“**Distributor**”), and also apply to your access and use of this website, including all content, features, activities, and services accessed therein.

The information given by individuals applying on this form (“**Applicant(s)**”, “**you**”, “**your**”, “**yours**”), either online, through a third-party website or application, may be used in the “**Programme**”, whether or not you are selected.

Applicants agree to abide by the eligibility requirements found [here](#) (“**Eligibility Requirements**”), rules, regulations, and these terms & conditions (the “**Rules**”) of the Programme which may be varied from time to time by Box to Box at its sole discretion. The selection period is expected to run in three sections, initial audition selections from [4th June -30th August 2024, Shortlisted Selections from 30th August – 27th September 2024 and lastly selecting the Final Cast between 7th – 13th October 2024 ]. Please note that the foregoing dates remain subject to change.

### **APPLICATIONS**

1. Each Applicant warrants that all information provided to Box to Box supplied by you (“**Applicant Data**”) will be, truthful, accurate and in no way misleading and agree that Box to Box may at its sole discretion remove you from the selection process or the Programme itself at any time and at any stage if you supply or have supplied any untruthful, inaccurate or misleading details and/or information and/or is otherwise in breach of any of the Rules. You agree that you will authorize Box to Box or any other third parties related to the Programme to conduct background checks to verify any of the information you have supplied, and you agree to provide them with any assistance or further information necessary to do this.
2. Applicants warrant that the individual applying to participate in the Programme currently resides in the US, EU, Isle of Man, UK, Ireland, or Channel Islands and are free to take part in any selection process and the Programme itself (if required by Box to Box). All Applicants warrant that the individual applying to participate in the Programme is or shall be around 16 - 18 years of age at the time of filming on Friday 27th September 2024 (which date shall remain subject to change). Proof of age, identity and eligibility will be requested.
3. Applicants must declare history of criminal convictions or impending trials if your Application is progressed further. This will not automatically disqualify the individual from entry, each case will be considered individually. We may also request and use “special” or “sensitive personal information”, as the Application progresses. This means personal information relating to health (both mental and physical), ethnicity, religion, sexual orientation, or political persuasion. For more information on how we process personal data, please see the “**Privacy**” section below.
4. Attendance by Applicants and the individual applying to participate in the Programme at any meeting or other event staged by Box to Box and travel to and from any such events is at the individual’s own risk and expense and Box to Box accepts no responsibility or liability in this regard. Applications are

made at your own expense and Box to Box shall not be liable to reimburse any expenses incurred in making an entry.

5. Applications and Applicant Data must not contain defamatory, inappropriate, obscene, or illegal material and/or anything which is likely to bring Box to Box or any third parties related to the Programme into disrepute.
6. No Applications will be returned to the Applicants nor will any materials submitted in support of any Application. Each Applicant is advised to make copies if appropriate.
7. The Applicant warrants that they possess all rights, title, and authority to submit any Applicant Data (including but not limited to any text, images, audio, or other content) and the informed consent of any third party/parties appearing in or who may have interest in, the Applicant Data.
8. You will retain copyright in any Applicant Data, but we shall be entitled to use the Applicant Data for the purpose of processing your Application and for the purpose of the Programme without obtaining further permission or making any payment to you. We may remove any Applicant Data if we are aware of or are alerted to or suspect a breach of copyright or any other proprietary right(s) without prejudice to any other rights or remedies we may have. By submitting any Applicant Data, you hereby grant to us a royalty-free license for the full period of copyright and thereafter insofar as possible, in perpetuity, to copy, adapt, edit and reproduce such Applicant Data at no charge and in any medium for all purposes connected with the Programme (including without limitation in order to compile, aggregate and disclose to third parties general demographic information about applications for the Programme), and otherwise to use the Applicant Data in accordance with the Privacy Statement and for such purposes you agree to waive irrevocably all moral rights of whatever nature in the Applicant Data.
9. Application forms and supporting materials will be retained by Box to Box. All information supplied to Box to Box (including your personal data) will be dealt with in accordance with the relevant data protection legislation in force including the GDPR. For more information on how personal data is processed by us, please see the “**Privacy**” section below.
10. The Applicant warrants that by applying, and providing an email address and other details, the Applicant agrees to receipt of email, phone, and communication from Box to Box, and its affiliates, relating to your Application and programme.
11. The Applicant understands that Box to Box will reserve the right to contact the Applicant at their sole discretion during the casting process and that the submission of an Application does not guarantee an interview or automatic progression through the casting process. The casting process is at the sole discretion of Box to Box and Maidmetal Limited t/a Syco (“**Syco**”), and only shortlisted Applicants will be contacted.
12. The Applicant understands that if they are nominating someone (the “**Nominee**”), to take part that they have their consent to be nominated. Your “Nominee” must meet the requirements set out in the Rules.
13. Your participation in and compliance with the Application process does not in any way constitute an agreement with Box to Box for you or the relevant individual to appear in the Programme. Box to Box has no obligation to produce the Programme and even if the Programme is produced there will be no obligation on the Distributor or any other party to broadcast or transmit or otherwise exploit the Programme or include you or the relevant individual in any filming in the Programme. As such, neither

Box to Box nor any third parties related to the Programme will be liable for any loss of publicity or enhancement of reputation.

14. The closing date for Applications for auditions is Wednesday 31st July 2024 although Box to Box may change this deadline at its sole discretion. If you have not heard from Box to Box by phone or email by this date, then unfortunately your Application has been unsuccessful this time.
15. The closing date for applicants to be shortlisted is the Friday 27th September 2024 although Box to Box may change this deadline at its sole discretion. If you have not heard from Box to Box by phone or email by this date, then unfortunately your Application has been unsuccessful this time.
16. The closing date for applicants to be selected as the Final Cast, “the role” is the 13th October 2024 although Box to Box may change this deadline at its sole discretion. If you have not heard from Box to Box by phone or email by this date, then unfortunately your Application has been unsuccessful this time.
17. Box to Box reserves the right to decline any Application and/or stand any Applicant and/or Participant (as defined below) down at any time at its sole discretion and will have no liability for any loss.
18. Applicants must only set up one login to the application website and can only apply once. If Box to Box believes that any Applicant has more than one login or that an Applicant has submitted more than one Application, Box to Box may decide not to consider that Applicant to take part in the Programme.
19. Box to Box reserves the right to alter the Rules or format of the Programme and/or to cancel the Programme at any time at its sole discretion and will have no liability for any loss.
20. Applicants and/or the individual applying to participate in the Programme must not work (nor have recently worked) for or have any business or financial connection with Box to Box, Syco (or any of their respective group companies) or the Distributor. Applicants and/or the individual applying to participate in the Programme agree that they are not a close relative (for example, mother, father, son, daughter, brother, sister) or close friend of anyone who is an employee or contractor of Box to Box, Syco (or any of their respective group companies) or the Distributor or anyone working on, appearing in, or connected with the Programme.
21. Applicants cannot personally amend or change an Application once it has been submitted. If any personal details (e.g. address, telephone number) as submitted are incorrect or change after an Application has been submitted, please email us at [simonneedsyou@boxtobox.com](mailto:simonneedsyou@boxtobox.com). Applicant can at any time request that the Application be withdrawn/deleted by sending an email (provided, in the case of an online application, such email is sent by you from the email account with which you made your registration), with subject heading ‘Delete my Application’ to [simonneedsyou@boxtobox.com](mailto:simonneedsyou@boxtobox.com) giving your full name as it appears on your Application. Please note that if your application is withdrawn/deleted prior to the deadline you will not be considered as a potential participant in the Programme unless you make a further application prior to the deadline, nor will you be able to use the application website unless you register again

## **PRODUCTION**

22. Simon/Syco shall select Applicants to take part in the Programme (“**Participant(s)**”) and shall notify Box to Box of the same.

23. If you/your child is selected as a Participant you will be asked to sign a Participant Release Form in relation to the participation in the Programme as well as promotion and publicity of the Programme granting Box to Box and its assignees all necessary rights and consents for the full period of copyright (and afterwards so far as possible in perpetuity) to copy, edit and / or use at their sole discretion the production of your contribution to the Programme for any purposes connected with the Programme, the promotion and advertising thereof and all other rights (including all allied and ancillary rights) in the Programme by any means and in any and all media now known or hereafter invented throughout the world and in perpetuity. It will also include participation in any spin off series and content made as a derivative of the Programme, such as web or additional filming.
24. Simon/Syco's decision as notified to Box to Box regarding selection for the Programme is entirely at its discretion and cannot be appealed. Box to Box (acting in accordance with Syco's selection instructions) reserves the right at any time and for any reason to change its selection and / or to choose a replacement Participant for the Programme. Box to Box is under no obligation to make or broadcast the Programme or use the Participants contribution in the Programme.
25. Participants must be able to commit to all filming days as required. Filming days, including extra days abroad, are currently scheduled to be from 31st July 2024 – 23rd March 2025. Participants will be kept updated by Box to Box of the dates and times they are required. This could extend or diminish at the discretion of the production team due to any unforeseen circumstances at any given moment.
26. Participants need to ensure that they will be available for the filming period advised to them by Box to Box. If Participants are in school, working, getting permission to be off work for that period, or are in receipt of benefits, clearing their involvement with for example their school or local employment office, is entirely the Participant's responsibility. Box to Box cannot pay the Participants for taking part in the Programme. All reasonable expenses will be paid for by Box to Box only if agreed beforehand by Box to Box in writing.

#### **PUBLICITY**

The Distributor press office will control all press and publicity relating to the Programme and each Applicant and/or Participant warrants and agrees that they shall not undertake any press, publicity, or other discussions with any third party in connection with the Application to be a contestant in or appear in the Programme. Any enquiries from the press regarding the Participants and/or Applicants contribution must be referred to the Distributor press office via Box to Box. Box to Box reserves the right to seek and issue publicity on behalf of Applicants and/or Participants.

#### **CONFIDENTIALITY**

27. The Programme may contain confidential information: (i) of the Distributor, Box to Box, and other third parties related to the Programme; or (ii) available through the Application process through to filming, that is not already a matter of public knowledge ("**Confidential Information**").
28. The Applicants and/or Participants must not disclose any information concerning the Programme or their participation or Application, including Confidential Information, to any other person or company, in any means (including but not limited to; Facebook, Twitter, Instagram, TikTok, Vine and LinkedIn), or by any other means now known or hereafter invented without the prior written consent of Box to Box. This confidentiality applies and continues whether or not you are selected to take part in the Programme or remain actively involved in the Programme. Applicants and/or Participants are not permitted to respond to any approach from the press or anyone else enquiring about the application or production process, anyone else involved in the process and/or anything about the Programme and will refer any such enquiries immediately to the Distributor press office via Box to Box.

29. The Applicant/Participant agrees to hold all Confidential Information in confidence and agrees to protect the Confidential Information using the same degree of care to prevent the unauthorised use, dissemination, or publication of the Confidential Information as Applicant/Participant uses to protect their own confidential information but in no event less than a reasonable degree of care.

#### **USE OF WEBSITE**

30. The Application Form and application website and their contents are the property of Box to Box. All intellectual and other property rights, including trademarks, trade names, domain names and copyright, in the Application Form and application website, and any material or information contained in or downloaded from the Application Form and application website are owned by or licensed to Box to Box or any of its affiliates except where stated as being limited or qualified and/or are attributed to other parties or persons.
31. For the avoidance of doubt, the Short Audition platform is the property of M.K. Advision Ltd.
32. No rights of any kind are licensed or assigned or shall otherwise pass to any applicant or person accessing the application website. No part of the Application Form or application website may be reproduced, modified, copied, distributed, sold, published or transmitted in any form or by any means without the prior written approval of Box to Box.
33. All of our entitlements under these terms and conditions shall be for the express benefit of BTBSC Series Ltd and Syco and all such entitlements can be freely assigned and transferred by us to BTBSC Series Ltd, Syco and their respective affiliates, licensees and assigns.
34. We make no warranty on the availability of the application website or its content. 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 which may result in any application or registration not being properly received or set up. We may, at any time, restrict access to users if we deem (at our sole discretion) there to be inappropriate use of the application website.
35. Under no circumstances may you attempt to copy, auto-download, or mass-download, content from this Application Form or application website. You may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, commercially exploit or modify in any way any of the Application Form or application website material or content, remove any copyright, trademark or other proprietary rights notices from the Application Form or application website or materials originating from the Application Form or application website, frame or mirror any part of the Application Form or application website without our express prior written consent or permit or assist any third party to do the same. Using software that attempts to connect to the application website and automatically/ programmatically copy data is prohibited. You agree that you will not attempt to, or assist any other person to, remove, circumvent or otherwise alter or interfere with our security technology and/or do anything that may damage or impair the application website or our services, systems or equipment or those of third parties, including through the use of malicious code, bugs or viruses.

#### **PRIVACY**

36. Please refer to our **[Privacy Statement](#)** for information on how we collect, use, disclose, and secure personal data.

#### **COVID**

37. Applicant/Participant accepts and understands and agrees that notwithstanding that Box to Box will take every possible precaution within all government and Health and Safety guidelines to prevent infection resulting from the Coronavirus, Box to Box does not accept liability for illness or any other loss resulting from the Coronavirus and Applicant/Participant hold harmless Box to Box in this regard. In addition, if Applicant/Participant contracts Coronavirus or display any symptom, Applicant/Participant will not be able to take part in the Programme and this will include coming into contact with anyone with the virus requiring self-isolation.

#### **CHANGES**

38. We may update these terms & conditions and change or discontinue all or any part of the Programme at any time. We may also suspend or terminate your access to or participation in the Programme at any time without notice to you. If Applicant/Participant continues to take part in either the casting process or the Programme after we have posted updated terms & conditions, Applicant/Participant agree to be bound by the updated terms & conditions. You may cancel participation at any time by sending an email to us at [simonneedsyou@boxtoboxfilms.com](mailto:simonneedsyou@boxtoboxfilms.com) and you acknowledge that, subject to your agreement, we shall have the right to film and/or record the end of your participation in the Programme.

#### **GENERAL**

39. If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

40. If any part of these terms and conditions is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted, and the remaining parts of the terms and conditions will continue to be enforceable.

41. These terms and conditions do not create or infer any rights that are enforceable by any person who is not party to them.

42. These terms and conditions will be governed by and construed in accordance with the laws of England and will be subject to the jurisdiction of the English courts but if you live in another country, you can bring a claim in the courts which are local to you.

By submitting the Application I confirm I have read and understood the above terms and conditions and will adhere to the contents.