

**“BRITAIN'S GOT TALENT 11” & “BRITAIN'S GOT MORE TALENT 11” (the “Programme”)
AUDITION RELEASE FORM**

BETWEEN

FREMANTLE MEDIA LIMITED trading as **THAMES**, 1 Stephen Street, London W1T 1AL (the “Company”)

AND

NAME:

(“I” / “me” / “my”)

ACT NAME (if applicable):

DATE OF BIRTH:

ADDRESS:

E-MAIL ADDRESS:

TELEPHONE NUMBER:

In consideration of (i) the fee of £1 and for other good and valuable consideration (receipt and sufficiency of which I hereby acknowledge), and (ii) for the Company selecting me to take part in the competition and making arrangements for the filming and recording of my contribution to the Programme (which the Company proposes but does not undertake to produce), and (iii) Simco Limited trading as Syco (“Syco”) making available certain prize agreements as part of the Competition (as such terms are defined below), I hereby irrevocably consent to the filming and recording of such contribution on the terms and conditions below.

UK broadcasters are researching diversity on their productions. This covers diversity characteristics you choose to tell the broadcasters. If you provide us with your e-mail address we will enter this in a system called Silvermouse. You will be invited to provide, and may do so at your option, your diversity characteristics – gender, ethnicity, disability, age, gender identity and sexual orientation. The broadcaster, as data controller, is responsible for this data and will have access to reports compiled from it for purposes of the research. If you would prefer not to be involved in Diamond please let your production contact know within 7 days of the issue date of this contract. Further information can be found here: <http://creativitydiversitynetwork.com/diamond-contributors/>.

Email Address for Diversity Research: _____

Signed by Contributor **Dated**

**IF YOU ARE UNDER 18 YEARS OLD, THIS FORM MUST ALSO BE SIGNED BELOW BY YOUR PARENT OR LEGAL
GUARDIAN BEFORE YOUR AUDITION TAKES PLACE**

I hereby warrant that I am the parent and/or legal guardian of the above-named person and I consent to them participating and appearing in the Programme in accordance with the terms and conditions hereof.

Signed by: Both Parents or Legal Guardian (delete as applicable)

Parent 1: **Dated**

Parent 2: **Dated**

- ☐ I hereby consent to the use of my personal information contained herein for the purposes of receiving communications and/or marketing materials from the Company and/or Syco.

PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE SIGNING IT

TERMS AND CONDITIONS

Requirements for participation in the Programme

1. I acknowledge and agree that the Programme (which expression shall include without limitation the series of programmes entitled “Britain’s Got Talent” and “Britain’s Got More Talent” and/or any version thereof, any spin-off programme based thereon and any related audition, recording, interview, event or activity or interactive/online application), is a talent competition and will entail auditions before a panel of judges which may be recorded and broadcast on television or used in other media (the “**Competition**”). I understand that I may be filmed and recorded at any and all times during the audition process and that the results of such filming and recording may be used in and in relation to the Programme. I understand the style, nature, format and content of the Programme including that my performance will be subject to comment by the judges, presenters, other people featured in the Programme, the media and/or the general public and such comments may be positive and/or negative and I freely and knowingly consent to the same and agree to take part on this basis and in signing this Agreement I hereby consent to participating in the Competition and appearing and performing in the Programme and the recording and use of my contribution to the Programme on the terms and conditions stated herein.
2. I agree to make myself available at such times and in such locations as the Company may reasonably require in respect of the Programme including without limitation any related tests, auditions, rehearsals, publicity trailers, press calls, photographs, recordings, retakes and/or other contributions (collectively my “**Contribution**”). I acknowledge and agree that the Company, Syco, (as co-producer), and/or ITV Network Limited (“**ITV**”), (as broadcaster), will have no liability to me if I am unable to attend or take part in the Competition and may at any time disqualify me from the Competition at their sole discretion, and/or withhold, withdraw or revoke any prize that I may have won, in the event of any wilful breach and/or negligent act or omission by me, or for any other good reason at their sole discretion (including without limitation if I fail to observe the provisions of this Agreement).
3. The Company will endeavour to operate the Competition and apply the rules and conditions of the Programme as devised from time to time by the Company and Syco (“**Rules**”). However, I acknowledge and agree that the decision of the Company is final and the Company reserves the right to remove me from the Competition/locations/premises at their absolute discretion. I further acknowledge and agree that the interests of the Programme will override those of any contestant and in the event of any dispute concerning the operation of any element of the Competition or the Rules the decision of the Company will be final. In the event I am disqualified or eliminated from the Competition, I acknowledge and agree that the Company shall continue to be fully entitled to use and exploit my Contribution to the Programme in accordance with the terms of this Agreement.
4. I will comply fully with the Rules, I agree to behave appropriately when taking part in the Competition and I agree to observe all procedures and rules and obey all instructions in force or given by a member of the Company and Syco or of any location staff in connection with production of the Programme and the management of the locations and the fire safety and security arrangements in those locations. I acknowledge and agree that the Company, Syco and/or ITV reserve the right to amend the Rules or terminate the Competition at any time without any liability to me. I will further promptly comply with all directions and requests of the Company and its staff.
5. I acknowledge and agree that if I progress to the second or subsequent stages of the Competition, I may be required, at Syco’s election, and in consideration of the inclusion of my Contribution in the Programme and of my participation in the second or subsequent stages of the Competition, to enter into the following agreements with Syco and/or Sony Music Entertainment UK Limited (“**Sony**”) or Syco’s designee:
 - a) if I am a musical performer, an exclusive worldwide recording agreement for my recording services and the products thereof;
 - b) if I am not a musical performer, an exclusive worldwide audio-visual recording agreement for my audio-visual and recording services and the products thereof;
 - c) an exclusive worldwide publishing / song writing agreement;
 - d) an exclusive touring/tour merchandising agreement solely in relation to the BGT live tour and/or other BGT live events which shall include merchandising and sponsorship in connection therewith;
 - e) an exclusive worldwide merchandising/sponsorship/endorsement agreement;
 - f) an exclusive worldwide management agreement (insofar as it does not conflict with any existing agreement to which I

not any third party on my behalf is now a party or the subject of and continue(s) to be a party of the subject of when first entering the Competition), and of

(g) an exclusive agency agreement (insofar as it does not conflict with any existing agreement to which I am or any third party on my behalf is now a party or the subject of and continue(s) to be a party or the subject of when first entering the Competition).

(together the “**Agreement(s)**”). Each of the Agreements set out in sub-clauses 5(a), (b), (c), (e) and (insofar as they do not conflict with any existing agreement referred to therein) the agreements set out in sub-clauses (f) and (g), shall become fully effective only subject to Syco, Sony or Syco’s designee exercising its exclusive option thereunder. I hereby acknowledge and agree that the Agreements and this Agreement are contracts for services and not contracts for employment. I confirm that I am able to enter (and will so enter if required to do so by any of Syco and/or Syco’s designees) into the Agreements (subject to sub-clauses (f) and (g) and to the extent it conflicts with any existing agreement referred to therein). I hereby agree that I shall notify the Company on signature of this Agreement if I am currently party to or the subject of any management agreement, live agency agreement and/or arrangement relating to management and/or live agency and shall on request provide to the Company full details thereof and copies of contracts where applicable. Furthermore I shall use reasonable endeavours if so requested to procure that any existing manager shall discuss the possibility of a mutually beneficial co-operation with any manager designated by Syco to manage other contestants. If at any time after first entering the Competition any existing agreement referred to in sub-clauses (f) and (g) above ends or is no longer on-going for whatever reason, I hereby confirm that I shall at the request of Syco or its designee and at any time during my continued participation in the Competition or within three (3) months thereafter (the “**Period**”) enter into an exclusive worldwide management agreement and/or an exclusive agency agreement (as applicable) and I shall not enter into any other new management and/or agency agreement (as applicable) with any third party (other than Syco or its designee) until such time as Syco or its designee confirms in writing by no later than the end of the Period that it will not be requiring me to enter into such agreement(s). I shall receive independent legal advice in respect of the Agreements from a legal advisor (the “**Legal Advisor**”) who shall be selected by a majority vote of the acts through to the final stage of the Competition, and I agree to abide by the outcome of such vote. The approved reasonable costs of the Legal Advisor shall be met by Syco and/or its designee. **In the event, for any reason, that I fail to sign any of the above agreements promptly upon request the Company shall have the right to disqualify me and/or replace me with an alternative contestant.**

5A. I hereby agree that I shall notify the Company on signature of this Agreement if I am currently party to or the subject of any management and/or live agency agreement and/or arrangement and shall (if and to the extent I have not done so already) on request provide to the Company full details of the commercial terms thereof and copies of contracts where applicable. Furthermore, if I progress as a Semi-Finalist I shall use reasonable endeavours if so requested by Syco to procure that any existing manager(s) shall discuss the possibility of a mutually beneficial co-operation with any manager designated by Syco

to manage other contestants but it shall not be an obligation for any existing manager(s) to enter into an agreement with such manager designated by Syco to manage other contestants.

5B. If at any time after first entering the Competition (i) any existing management and/or agency agreement has ended or ends for whatever reason or (ii) I wish to appoint a co-manager to work together with my existing manager(s), I hereby confirm that I shall at the request of Syco or its designee and at any time during the **Restricted Period** (as defined at the end of this clause 5B) enter into an exclusive worldwide management or co-management agreement and/or an exclusive agency agreement (as applicable) with Syco’s designee where I am not currently party to or the subject of any such agreement and/or arrangement. I shall not in any event enter into any other new management or co-management and/or agency agreement (as applicable) with any party (other than Syco or its designee) during the Restricted Period. I hereby warrant and represent that I have not since first entering the Competition entered into any other new management or co-management and/or live agency agreement (as applicable) and I shall not enter into any such agreement(s) with any third party (other than Syco or its designee) until such time as Syco or its designee confirms in writing that it will not be exercising its option hereunder in relation to sub-clauses (f) and (g) above. The “**Restricted Period**” shall mean the period from the date hereof and continuing until (i) the period of 3 (three) months following the first transmission of the last episode of the Programme in which the winner is announced, but only if I make it through as a Semi-Finalist, or (ii) the date I am eliminated from any stage of the Competition prior to the live semi-finals.

5C. In the event that I have prior to the date of signature hereof already appointed a parent, guardian and/or immediate family member and/or close blood relative to act as my manager/ co-manager and/or agent, I agree immediately upon request to provide written (to the extent available) substantive evidence proving to the reasonable satisfaction of Syco that the sole occupation of such parent, guardian, immediate family member and/or close blood relative is that of a bona fide professional manager in the entertainment industry and/or live agent who has acted as my exclusive manager and/or agent for no less than six (6) months prior to the date hereof. If I am unable to provide such substantive evidence to the reasonable satisfaction of Syco, I agree to enter into the exclusive management and agency agreements with Syco’s designee as otherwise stipulated above

6. I hereby warrant that I am not currently party to or the subject of (nor is any third party on my behalf) any recording agreement (whether audio-only or audio-visual in nature) and/or any publishing agreement regarding my song writing services, in each case, of whatsoever nature with any third party nor will I enter (or authorise any third party to enter on my

- behold in any such agreement (i) during my participation in the Programme (other than with Syco or Syco's designee) and/or (ii) that may conflict with my entering into any of the Agreements under the terms of this Agreement.
7. I hereby agree that I shall notify the Company on signature of this Agreement of any existing audio-only recorded, audio visual recorded and/or printed material created prior to or during the Competition which contains my contribution thereto. To the extent I have made available or shall make available (and I hereby agree I shall not make available if I make it through to the semi-final stage of the Competition) and/or exploit the product of my audio and/or audio visual services by any means or authorize any third party with regard thereto (such as but not limited to digital services providers including itunes, spotify, you tube) I shall at the request of Company and/or Syco promptly take all reasonable steps to remove and/or have third parties take down any recordings which are available.
 8. I have set out in the attached Schedule hereto details of all recording, publishing, merchandising, endorsement, management, agency or any other contracts to which I am or have been a party in respect of my career as a performer (the "Existing Agreements") as well as details of any unions or guilds of which I am a member and previous television, magazine, print publishing or website appearances which I have made. I hereby represent and warrant that the details provided in the Schedule are true and accurate.
 9. The Company acknowledges and agrees that I shall not during my participation in the Programme be prevented from performing live in, for example, pubs, clubs and other such venues. Provided That any such performance is not recorded for exploitation in any media and Further Provided That I shall not make any use of any intellectual property rights in and to the name, logo and/or brand "Britain's Got Talent" and/or "Got Talent" and Provided Further That in the event I progress to the semi-final stages of the Competition, I shall prioritise my availability, participation, attendance and performance in the Programme and all rehearsals and publicity therefor over all professional and non-professional engagements and/or activities unless otherwise approved in writing by Company.
 10. In the event my performance on the Programme involves a live animal, I hereby represent and warrant that I have obtained all necessary and proper immunisations for the animal and will provide to the Company all such documentation or do any other acts and/or deeds as may be reasonably necessary for the Company to determine the animal is safe to participate in the auditions, interviews and/or Programmes. Furthermore, I agree to indemnify the Company and Syco and to hold each of them harmless from and against any and all liabilities, claims, actions, damages, expenses, and losses of any kind (including legal fees) caused by or arising out of any physical, mental or emotional stress/distress or injury caused to any third party by or from the animal.
 11. I hereby acknowledge and agree that I must notify the Company in advance of my audition if I intend to:
 - a) perform physical and/or dangerous stunts, explaining the full nature of the stunt;
 - b) use any form of equipment required as part of my act. I will be responsible for bringing such equipment (provided it is suitable for the audition location) and are responsible for ensuring that such equipment is safe and/or suitable for its purposes. Pyrotechnics are not permitted.
 and that failure to do so may result in my not being permitted to participate in the Competition.
 12. I hereby acknowledge and agree that my Contribution to the Programme may involve various physical activities and I warrant that I am in a good state of health to perform such physical activities. The Company and/or Syco shall not be liable for any illness or poor health arising as a result of any such activities and/or any breach of the warranty contained herein PROVIDED THAT the same is not caused by the negligent act and/or omission of the Company.
 13. I acknowledge and agree that the Company, Syco and/or ITV shall not intentionally reveal, divulge, or expose any magic effect, illusion (including, but not limited to, details of how such magic effect/illusion are carried out) or other secret elements of my act or performance ("Secret(s)"), if applicable. The Company, Syco and/or the Broadcaster shall not be liable for inadvertently revealing, divulging or exposing any such Secret(s) by the production and/or transmission of the Programme

- or in connection therewith (including, without limitation, if a home viewer watches the Programme in slow-motion and discovers or discerns such Secrets) and the same shall not be deemed to be a breach of this Agreement by the Company, Syco and/or ITV.
14. I will if requested present proof of my age to the Company by way of supporting documentation (including without limitation an original birth certificate and/or valid passport). I acknowledge and agree that the Company reserves the right to require at any time proof of my identity and/or eligibility.
 15. I hereby warrant that I have the right to live and work in the UK and am able to demonstrate that I have the right to live and work in the UK on request by the Company at any time and I agree to notify the Company immediately of any change in my immigration status. I further warrant that I am in a good state of mental and physical health and capable of taking part in the Competition.
 16. I warrant that I have been and will be truthful, accurate and in no way fraudulent or misleading in completing the application form for the Programme, in supplying any personal details to the Company and in providing any Contribution. This clause 16 is a very important and fundamental condition of this Agreement and failure to comply with this clause 16 or any part thereof shall entitle Company in its sole discretion to disqualify me and/or withhold, withdraw or revoke any prize that I may have won.
 17. I hereby undertake to disclose to the Company on signature of this Agreement details of any unspent criminal convictions other than driving offences which have not resulted in a ban or more serious sentence and/or any arrests. I further undertake

to disclose other matters/incidents that I have been involved in which may not have led to a criminal charge or conviction, but which may be of material relevance to the Company and my involvement in the Programme. I shall notify the Company immediately if there are any criminal charges brought against me or if any information I have provided becomes inaccurate up to and including the date of the first transmission of the last episode of the Programme, even if my last appearance on the Programme is prior to that date. **This clause 17 is a very important and fundamental condition of this Agreement and failure to comply with this clause 17 or any part thereof shall entitle Company and/or Syco in its or their sole discretion to disqualify me and/or withhold, withdraw or revoke any prize that I may have won and/or rescind any of the Agreements that I may have entered into.**

Contribution and Grant of Rights

18. With full title guarantee I hereby assign irrevocably to the Company (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to my Contribution such that the Company shall be entitled to use and exploit and license others to use and exploit such Contribution by all means and in all media and formats whether now known or hereafter invented throughout the universe for the full period of copyright including any extensions, revivals, reversions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore I grant irrevocably all consents and waivers (including without limitation any so-called "moral rights") as required pursuant to the Copyright Designs and Patents Act 1988 (and any amendment to and/or re-enactment thereof) (the "Act") and under all similar laws in any part of the world that may create rights in my Contribution to enable the Company to make fullest use of the Programme without restriction. I further confirm that I shall not seek to enforce any rights to equitable remuneration in respect of any rental and lending and cable and satellite re-transmission rights in my Contribution.
19. Without limiting the foregoing in any way, the Company shall be entitled to:
 - a) alter, adapt or make additions to or deletions from the Programme (and my appearance thereon) at its discretion;
 - b) make and exploit and to authorise the making and exploitation of any recording or fixation of my appearance separately from or in conjunction with the Programme throughout the universe in perpetuity in all media whether now known or hereafter invented;
 - c) dub my voice in any language; and
 - d) include my name, likeness, voice, biographical details, photographs of me and recordings of interviews with me separately from or in conjunction with the Programme in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material.
20. I acknowledge and agree that there is no obligation on the part of the Company and/or ITV to record my contribution and/or broadcast any Programme in which I have appeared and/or all or any part of my contribution to the Programme.
21. In the event I perform as part of the Competition any music and/or lyrics which are composed and/or written by me ("Composition(s)") or submit any original photographs ("Photograph(s)") or original video and/or audio recordings ("Recording(s)") and/or other jokes, routines, magic effects, illusions, tricks, catchphrases (together the "Materials"), I hereby warrant that such Materials are wholly original to me, are not subject to any third party rights or encumbrances which have not been notified to the Company prior to my performance or submission of such Materials for the Programme and the performance and inclusion of the same as part of the Programme do not infringe the rights of any third party nor any common law or statutory rights in any other material. I hereby licence to the Company all rights in the Materials for the full period of copyright including any renewals, reversions, revivals or extensions throughout the universe so that the Company may synchronise and/or otherwise exploit the Materials separately from or in conjunction with the Programme in all media and formats throughout the Universe (including without limitation in advertising, publicity and exploitation material).

Miscellaneous

22. I acknowledge and agree that taking part in the Competition does not guarantee me any subsequent engagement and the Company and/or Syco may disqualify me from the Competition at any time for whatever reason at their absolute sole discretion without any liability to me. Neither the Company nor Syco shall be liable to me for any consequential loss (including without limitation any loss of earnings or loss of opportunity) suffered by me during or in connection with my involvement in the Programme howsoever caused.
23. I hereby agree that my appearance in the Programme is not a professional performance and does not entitle me to wages, salary or other compensation.
24. I hereby warrant not to disclose to any third party (other than my professional advisers) any information relating to the Programme or my participation in the Programme or the affairs of, the judges, the presenter, the Company, Syco, and/or

- ITV (or any assigned companies thereof) or any of their employees or business activities which may come to my knowledge during or in connection with my participation in the Programme.
25. I hereby warrant that I will not, in any media and in any territory throughout the world, without the prior written consent of the Company actively publicise nor discuss with any third party nor make in public or private any statement written or oral intended for publication by the press or any other part of the media or which by its nature is liable to be published or from which extracts can be quoted relating to the Programme, the Competition, the judges, the presenter, ITV, the Company or Syco or any of their respective executives and/or employees or their business activities or the television industry in general. Should I be contacted by a member of the press in relation to the Programme I hereby undertake to refer them to the

- Company's publicity office.
26. I hereby warrant that I (i) have not entered and will not enter into any commercial, sponsorship or other agreement or arrangement with any person, firm or company in respect of my appearance in the Programme and/or musical, song writing and/or performing abilities and (ii) will not enter into any agreement (including a management and/or agency agreement where I am not presently party to any such agreement or should I at any time after entering the Competition be free to enter into any such agreement) with any third party which in any way whatsoever conflicts or is incompatible with any of the terms of the Agreements until such time as Syco, Sony or Syco's designee confirm they will not be exercising its exclusive option thereunder or the time for exercising such option has expired.
27. I agree that my contribution to the Programme (including without limitation the Contribution and any Composition(s)) shall not contain anything which is an infringement of copyright or which is calculated to bring the Company, Syco, and/or ITV into disrepute or breach of contract or duty of confidence or which is defamatory or in contempt of court.
28. Neither the Company, Syco nor ITV shall be liable to me or my legal representative for any loss or damage or injury to me or my property caused by or suffered during or in connection with my taking part in the Programme unless caused by the negligence of the Company and/or Syco and recoverable on that ground following judgment of a competent court of final judgment.
29. I am free to enter this Agreement and hereby agree to indemnify the Company and Syco in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Company and/or Syco as a result of the breach of any of my warranties, representations, obligations or undertakings contained in this Agreement or, in the event I am participating as part of a group, such breach by any other member of my group. I agree that in the event of any breach of this Agreement by the Company and/or Syco I shall not be entitled to enjoin and/or injunct the distribution and/or exploitation of the Programmes and any legal remedy I may have shall lie in an action at law for damages only.
30. The Company and Syco may assign all rights in my Contribution to and participation in the Programme to any of its subsidiary or associated companies or successors in title and to any other third party.
31. If any provision of this Agreement is adjudged by a court to be void or unenforceable such provision shall in no way affect any other provision of this Agreement, the application of the provision in any other circumstance or the validity or enforceability of this Agreement and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirement.
32. The Courts of England shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release which shall be interpreted according to the laws of England and Wales.

SCHEDULE

1. Please set out details below of any acting, recording, publishing, merchandising, agency, endorsement or any other agreement relating to your services in the entertainment industry or any contract or agreement for the use of your name, likeness, voice, image or biography to which you have been or currently are a party. This should include dates, type of contract, parties to contract, contract expiry date and other significant details.
2. Please set out details below of any contracts to which you have been or currently are a party with any talent agent, talent manager or another representative in connection with your performing services in the entertainment industry (including, but not limited to, modelling, acting, singing/song writing, recording or otherwise). This should include dates, type of contract, parties to contract, contract expiry date and other significant details.

3. Please set out details below of any performing arts unions and/or guilds of which you are or have been a member:

Union/Guild

Date(s) of Membership

4. Television Appearances: The following are ALL of the television contest, game or reality shows on which I have EVER appeared or in which I have applied to be a contestant in the last year: (If none, please state "None" in the space below.)

Name of Show

Recording Date

Air Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Magazines, Photographs, & Adverts: The following are ALL of the magazines, publicly disseminated photographs and advertisements (including, without limitation, on the Internet) in which I have appeared (*use back of page if necessary*): (If none, please state "None" in the space below.)

6. Websites. I have listed and described below any and all websites I have created, participated in, and any all materials I have posted on any website. The following is a description of each website I have created and all of the materials I have posted on any website (if none, please state "None" in the space below):

7. YouTube/iTunes. I have listed below any and all recorded material (both audio and audio visual) that I have created and/or participated in that has been uploaded to YouTube/iTunes/Spotify and other content sharing sites (if none, please state "None" in the space below):

