

# BLACK ONE AUDITION - TERMS & CONDITIONS

## ELIGIBILITY CRITERIA

1. **Age:** In order to apply for the Contest, you must be at least 14 (fourteen) years of age on 21st July 2018 (“the Minimum Age”). All Applicants who meet the Minimum Age, including persons who are significantly older than the Minimum Age are welcome and encouraged to apply. All Applicants who meet the Minimum Age requirement but are younger than 18 (eighteen) years of age on 21st July 2018 (“Minor Applicant”) must ask their parent/ legal guardian to complete the Parental Consent form attached to the Application Terms and Conditions. All Minor Applicants who are still under 18 (eighteen) years of age on the day that the Minor Applicant attends the Open Audition, must ask their parent/ legal guardian to complete the Parental Consent form attached to the Release Form.

Minor Applicants must bring along to the Open Audition a hard copy of the Parental Consent for both the Application Terms and Conditions and the Release Form. Each such Parental Consent Form must be signed by the parent/ legal guardian of the Minor Applicant and submitted by the Minor Applicant to the Producer at the Open Audition. The Producer has the right at any stage to check the validity of any Parental Consent required or submitted hereunder and/or to require proof from the Participant of his/ her eligibility to work in Germany (“Work Eligibility”).

Should any Minor Applicant fail to produce satisfactory evidence of Parental Consent or Work Eligibility or be found to have produced a Parental Consent or proof of Work Eligibility which is faked or invalidly executed, the Producer may in its absolute discretion refuse the Minor Applicant entry into the Open Audition or at any time disqualify the Minor Applicant from the Contest.

2. **Impropriety:** You are not eligible to apply to enter the Contest if you or any of your close family members (spouse, ex-spouse, parents, siblings, children or step-children) or co-habiting partner are/is (i) an employee of any of the BLACK ONE Companies; or (ii) substantively involved with the development, production, distribution or other exploitation of the Programme or the Contest and such connection (as set out in sub-clauses (i) – (ii) above), would in the opinion of the Producer, in its absolute discretion, create the appearance of impropriety or unfair advantage with regard to the Contest. You are obliged to disclose any such connections in the Application Form.

3. **Health:** You understand and acknowledge that the Contest may be physically and mentally demanding and that you will need to be in a sufficiently robust state of physical and mental health in order to participate. All Applicants who believe they meet this criterion, including people with disabilities, are welcome and encouraged to apply.

4. **Criminal Record:** You must disclose in your application details of any criminal convictions and/or unspent convictions other than driving offences which have not resulted in a ban or a more serious sentence.

5. **Ability to Travel/ Expenses:** If as a result of your application you are selected as a Participant in the Audition, you must be willing to travel at your own expense to the location within Berlin, Germany.

6. **Changes:** The Eligibility Criteria may be amended, revised or changed at any time and in any fashion in the Producer's sole discretion.

## **OTHER TERMS AND CONDITIONS**

7. **Process:** Applications can be made online at [www.blackone-entertainment.com/audition](http://www.blackone-entertainment.com/audition) ("the Website"). Applicants can use the Website to access information relating to the Open Auditions. Applicants who successfully complete the Application process, will receive an invitation to an Open Audition. Whilst we intend to ensure the application process works as efficiently as possible, we do not accept any liability for any failure to receive or process your application or to invite Applicants to an Open Audition. Further details on how to make a Submission can be found in the FAQ sheet on the Website.

8. **Purpose:** You agree to use the Website only in accordance with the purpose and instructions set out on the Website and you may not, and you may also not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, lend, hire, rent, perform, sub-license, make available to the public, create derivative works from, broadcast, distribute, commercially exploit or transmit the Website including without limitation your application or any other information or material submitted by you or any other Applicant via the Website. In addition, you agree not to disrupt or try to disrupt the Website or to use the Website to distribute viruses or other harmful programs, or to use the Website to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to the Website by others.

9. **Application Close Date:** The Producer reserves the right to suspend the Application process at any time. Whilst we will make every effort to ensure that selected Applicants receive an invitation to attend our Open Auditions, we do not guarantee that every Applicant will receive such an invitation or access to the audition or to be able to participate as a trainee at BLACK ONE ACADEMY.

10. **Service:** The Application function on the Website and any related service (collectively "the Service") is provided on an 'as is' and 'as available' basis. We do not guarantee that the Service will operate efficiently or be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. The Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Service is suspended, discontinued, modified or changed in any way.

11. **Copyright:** All copyright, trademarks and other intellectual property rights in the Website are vested in the Producer or its licensees. Nothing set out in these terms and conditions shall be construed as granting any licence of any copyright, trademarks or other intellectual property to you or any third party. By uploading your application you grant to the Producer and its licensees permission to use, edit and modify the information in the application, subject to Clause 20 below, for the purpose of processing your application.

**12. Liability:** You are solely responsible for paying all expenses you may incur when you access or use the Website including without limitation your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and facilities you need to connect to and use the Website. Neither the Producer nor BLACK ONE ENTERTAINMENT is responsible if your own equipment or software is not compatible with the Website. Without limiting the generality of the foregoing, neither the Producer nor BLACK ONE ENTERTAINMENT accepts any liability for:

- any damage to your computer or software or for any loss of data that results from your use of the Website;
- any technical failure, malfunction, suspension and/or any termination of the Service or Website which may result in any Application not being properly received or recorded or any alleged loss of opportunity or future earnings which might result therefrom;
- any claims brought against you by a third party; and/or any indirect, special or consequential loss or damage arising from your application, the use of the Service and/ or the Website , including, without limitation loss of profits, loss of data, loss of anticipated earnings and loss of contract, however caused.

**13. Producer's Decision:** The Producer shall have the right to refuse entry into the Open Auditions or disqualify any Applicant/ Participant who in their absolute discretion fails to satisfy any of the Eligibility Criteria or is otherwise in breach of these Application Terms and Conditions. The decision as to which Applicants will be selected and/ or invited to attend any stage of the Audition shall be in the sole discretion of the Producer whose decision in all matters relating to the Contest will be final and binding.

**14. Audition Release Forms:** In the event that you attend the Open Audition you will be required to sign a release form ("the Release Form"), whereby you will grant all consents necessary for the Producer to film and record such audition and to use recordings featuring your image and/or voice in connection with the Programme and/or ancillary rights in the Programme and to exploit the same in all media throughout the world in perpetuity without the need for payment to you. You must read through the Release Form before you attend the Open Audition and ensure that you understand its contents. You also acknowledge that you understand the terms and conditions of the Release Form. Applicants attending an Open Audition are requested to print off and submit a signed copy of the Release Form to the Producer at the Open Audition.

**15. Truthful Information:** You hereby warrant in submitting your Application that you have read, understand and satisfy the Eligibility Criteria and that all personal details and/or information given in your application either in this form or otherwise are truthful, accurate and in no way misleading and the Producer reserves the right to disqualify you if you have supplied untruthful, inaccurate or misleading personal details and/or information, have failed to abide by the Eligibility Criteria or Rules and/or are in breach of any of the terms hereof.

**16. Confidentiality:** You will not without the Producer's prior written consent disclose, publish or discuss with any third party any information which may come to your attention relating to BLACK ONE ENTERTAINMENT, the Producer, the production team or any Participants in the Audition, or your application or potential involvement in the BLACK ONE ACADEMY trainee programme, other than the fact of your Application or where such information is already in the public domain.

17. **Data Protection:** We operate a data protection policy and will carry out our obligations in this respect. The information you provide about yourself on the Application Form and as part of the application procedure will be used by the Producer to assess whether or not to select you as a Participant the Programme. If you are successful, any of this information which is not of a sensitive nature may be used in connection with the production and promotion of the Programme. By submitting this application form you consent to any information you provide, including without limitation any sensitive personal information, being used for these purposes. We may use the information you provide to verify your age and identity and to carry out background checks with law enforcement and government agencies. We may share your information with the BLACK ONE ENTERTAINMENT Companies as part of the selection process.

18. **Changes:** The Application Terms and Conditions may be amended, revised or changed at any time and in any fashion in the Producer's sole discretion.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**PARENTS/ GUARDIANS OF MINOR APPLICANTS SHOULD PRINT OUT THE APPLICATION TERMS AND CONDITIONS AND SIGN THE PARENTAL CONSENT CLAUSE BELOW. MINOR APPLICANTS NEED TO BRING THIS PARENTAL CONSENT WITH THEM TO THE OPEN AUDITION.**

Parental Consent (where Applicant is a minor)

I/ we \* .....

represent and warrant that I am/ we are the parent(s) or legal guardian(s) of

\*\* ..... (my "Child/ Ward"). I/we acknowledge that I/ we have read the Application Terms and Conditions including the Eligibility Criteria and am/ are familiar with each and all of the terms and conditions therein. I am/ we are satisfied that the Terms are fair and equitable, I/we agree to the Terms and I/ we hereby give my express consent for my Child/ Ward to apply to participate in the Contest subject to the Terms and I/ we will not revoke my consent at any time. I/we hereby fully guarantee the performance of my Child's/ Ward's obligations and responsibilities as set out in the Terms.

\*Insert name of Parent/ Guardian(s)

\*\*Insert name of Minor Applicant

Signed

..... [Print Name].....

..... [Print Name].....