Care Sector's Got Talent

<u>Headline points to incorporate in Ts&Cs</u>

- Entries through the Championing Social Care website
- Successful entries will be called to a virtual
- Contestants to cover their own expenses entirely
- Entity is the competition (no other corporate), and organising committee have full discretion in line with terms and conditions
- IP owned by contestant but Care Sectors Got Talent retains rights to use for future promotion (mainly finalists)
- Data protection Data only used for the purposes of the competition
- Consent all in group to consent to application. Any under 18s to have parental consent.
- Contestant journey should understand rules before entry, communication to be consistent and regular with key acknowledgements along the way, attend regional auditions to remain in competition if selected. However, there should be no expectation that Facebook entry automatically results into live audition.

Competition entry rules ("Rules"):

- 1. The competition is now open and all entries must be submitted by 19th September 2021. Any entries received after the closing date will not be considered.
- 2. You can enter the competition by submitting a video through the Championing Social Care website showcasing the talent you wish to present or via email to championingsocialcare@caretechfoundation.org.uk.
- 3. You must state your full name and / or stage name at the beginning of the video along with one sentence outlining the talent you will be presenting.
- 4. Your video should be no longer than 2 minutes and the file should be no larger than 100MB in size.
- 5. Your video must have been recorded within 2 months of the application deadline, and must not be edited, distorted or enhanced in any way.
- 6. We only accept the following file types: avi, mp4, mov, flv, mpeg, mpg, wmv, 3g2, 3gp.
- 7. All entries will be judged, and successful entries will be shortlisted for the next round. If your entry is successful, you will be notified by email to the email address you provided, by 30th September 2021
- 8. Given the volume of entries expected, it may not be possible to provide any individual feedback to you.

Terms and conditions of the competition:

1. The competition is organised and promoted by Championing Social Care (the "Organiser").

- 2. The Care Sector's Got Talent Committee (the 'Committee') has full discretion over the competition in line with the terms and conditions outlined below.
- 3. The competition will run from 3pm on 16/08/2021 (the "**Opening Date**") to 5pm on 19/10/21 (the "**Closing Date**") inclusive. Any entries received after the Closing Date will not be considered.
- 4. The purpose of the competition is the search for talented individuals or groups from those working in and / or supporting the care sector. The Organiser may require you to provide proof that you are eligible to enter the competition.
- 5. Talent may be in form of a vocal artist, duo or group, musical and theatrical acts, or other activities that exhibit a talent (hereafter referred to as "I, me or my").
- 6. To enter the competition, submit your audition entries by video file (which must be one of the following file types: avi, mp4, mov, flv, mpeg, mpg, wmv, 3g2, 3gp; and no larger than 300MB) through the Facebook Messenger page accompanied by a completed application form by the Closing Date to be assessed by a panel of judges.
- 7. Applications made on behalf of a group must have the consent of all members of the group before applying. I understand the nature of the competition and in signing this agreement I hereby consent to the recording and use of my contribution to the competition on the terms and conditions herein stated.
- 8. There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted.
- 9. The competition does not cover any expenses relating to the act or its submission. I will need to cover all costs associated with creating my entry to the competition, including travel and subsidies. All successful entries will be invited for a live virtual audition in front of a panel of judges.
- 10. Submission of an application does not guarantee the opportunity to audition or participate in the competition.
- 11. I agree to make myself available, at my own expense, at such times and in such locations as reasonably required in respect of the competition including without limitation rehearsals, publicity, press calls, photographs, recordings and/or other contributions. I understand that such events are solely for the purpose of the competition, and that my participation does not entitle me to use any exposure for other purposes.
- 12. If successful at the auditions, I will be called in for a showcase final (the "Final"). Information relating to the Final will be shared closer to the time. If I fail to turn up for the Final, I accept that my entry may no longer be valid. In the event of illness, an alternative date will be offered at discretion. The Organiser will not accept responsibility if I cannot attend my audition. It is up to me to read the terms, conditions and newsletters in full.
- 13. No filming, recording or photography will be permitted at any of the event nights unless agreed in writing by the Committee 7 days prior to an event.
- 14. The Organiser's team may film and/or record performances at the associated events. I agree to the use of this material by the Organiser for marketing and promotional purposes, including but not limited to national and international broadcast and rights to reproduce or edit footage. The Organiser will not own the intellectual property rights in any film and sound recording of my performance, however reserves the right to its use as outlined above.

- 15. In the event that I perform any music and/or lyrics which are composed and/or written by me ("Composition(s)"), I hereby warrant that such Composition(s) are wholly original to me, are not subject to any third party rights or encumbrances which have not been notified to the Organiser prior to my performance of such Composition(s) for the competition and the performance and inclusion of such Composition(s) as part of the competition do not infringe the rights of any third party nor any statutory rights in any material.
- 16. I am free to enter into this agreement and hereby agree to indemnify the Organiser in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Organiser as a result of the breach of any of my warranties, representations or obligations contained in this agreement. I agree that in the event of any breach of this agreement by the Organiser, I shall not be entitled to injunct the competition and any legal remedy I may have shall lie in an action at law for damages only.
- 17.I hereby warrant that I have not entered into any commercial, sponsorship or other agreement or arrangement with any person, firm or company in respect of my entry in the competition and/or musical, musical writing and/or performing abilities and will not do so.
- 18. The Organiser will contact the winning acts personally as soon as practicable, using the telephone number or email address provided with the competition entry.
- 19. The prize to the winning contestant, duo or group of the Organiser's competition will include the opportunity to perform the winning act at the Care Show 2021. The prize is not negotiable or transferable. The Organiser does not take responsibility if you are unable to claim your prize.
- 20. I acknowledge and agree to abide fully by the rules, regulations, terms and conditions for this competition (the "Rules"). I agree to observe all procedures and obey all reasonable instructions in force or given by a member of the Committee and/or any location team members in connection with the competition and the management of the locations and the fire safety and security arrangements in those locations.
- 21.I acknowledge that the Organiser reserves the right to amend the Rules (including without limitation verbally) or terminate the competition at any time without liability to me. The Committee's decisions shall be final.
- 22. If I am under 18 years old I must obtain the consent of my parent(s) or legal guardian(s) and enter their details as provided in the application form prior to my entry into the competition.
- 23. All personal details and/or information given in my application either in this form or otherwise must be truthful, accurate and in no way misleading. I undertake to inform the Organiser immediately if any such information becomes inaccurate.
- 24. The information provided in the application may be used in connection with the production and promotion of the competition. By submitting my details I am agreeing that from time to time the Organiser's partners, sponsors or associated companies may contact me with information regarding relevant services they feel may be of interest to me. Should I not wish to receive further information from the Organiser and associated entities about their services I am to email 'opt-out' to championingsocialcare@caretechfoundation.org.uk. Any questions

- regarding the use of personal information should be made for the attention of the Data Protection Officer at the Organiser by email to championingsocialcare@caretechfoundation.org.uk.
- 25.I acknowledge that the Organiser reserves the right to remove or disqualify me from the competition at their absolute discretion and that the decision of the Committee is final. I acknowledge that the Organiser will have no liability to me if I am unable to attend or take part in the competition.
- 26. The Organiser reserves the right to disqualify me if I supply untruthful, inaccurate or misleading personal details and/or information, have failed to abide by the Rules and/or are in breach of the terms hereof.
- 27. The Organiser reserves the right to disqualify me if I am deemed to be acting outside the spirit of the competition. The Committee's decision shall be final.
- 28. The Organiser will endeavour to operate the competition and apply the Rules and conditions of the competition.
- 29. If any provision of this agreement is adjudged by a court to be void or unenforceable such provision shall no way affect any other provisions of this agreement, the application of the provision in any other circumstances 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.
- 30. The courts of England and Wales shall have sole jurisdiction in relation to the terms and conditions of the agreement which shall begoverned by English law.
- 31. Lastly have fun!