

# **LOVE YOUR GARDEN**

## **CONTRIBUTOR OR NOMINATOR APPLICATION FORM**

PLEASE READ THIS APPLICATION FORM, INCLUDING THE TERMS AND CONDITIONS, VERY CAREFULLY BEFORE COMPLETING AND SIGNING.

You are applying to be considered as a contributor (a “**Contributor**”) or to nominate another (the “**Nominee**”) as a contributor in the programme entitled LOVE YOUR GARDEN” (the “**Programme**”) which SPUN GOLD TV Ltd (“**we**”, “**us**”, “**our**”) intends, but does not undertake, to produce for initial transmission by ITV (the “**Broadcaster**”).

Please fill out the ENTIRE application form (the “**Application Form**”) legibly, using dark-coloured ink if posting or a clear black font if sending electronically.

### **ACCURACY OF INFORMATION PROVIDED**

1. You undertake that the information you give in this Application Form is correct, that you accept the terms and conditions of entry as set out at the end of this Application Form and that you or your Nominee meet each of the Eligibility Requirements as detailed below.
2. If any of the information you provide in this Application Form changes after you submit the Application Form, you agree to promptly inform us of any such change.
3. You acknowledge and agree that, if we select you or the Nominee to appear in the Programme and you have given false information in this Application Form or fail to abide by the Terms and Conditions or any of our other reasonable instructions or directions; we shall be entitled to terminate your or your Nominee’s participation in the Programme and/or withhold or reclaim any benefit gained or due to be awarded to you or your Nominee as a result of your participation in the Programme.

### **ELIGIBILITY REQUIREMENTS:**

In order to participate in the Programme (as a Contributor or Nominee):

1. you must be aged at least eighteen (18) years of age;
2. you must be a permanent legal resident in the United Kingdom and must currently be living in the United Kingdom; and
3. you are not:
  - a. currently employed by SPUN GOLD TV (“**we**”, “**us**”, “**our**”), the ITV group of companies or the holders of the OFCOM Channel 3 licences (which at the time of writing and for the purposes of this Application Form are ITV Broadcasting Limited, Channel Television Limited, STV North Limited, STV Central Limited and UTV Limited and any successor or replacement licensees) (with the foregoing licence holders collectively referred to as the “**Broadcaster**”) and have not been previously employed by us, any of the ITV group of companies or the Broadcaster; or
  - b. a live-in partner or immediate relative (i.e. mother, father, son, daughter, brother or sister) of an employee of ours or the Broadcaster or any of the ITV group of companies,

(the foregoing shall be collectively referred to as the “**Eligibility Requirements**”).

If you are nominating yourself, use box A

If you are nominating anyone other than yourself, use box A for your details and box B for your Nominee

**BOX A - YOUR INFORMATION**

Full Name:	
Date of Birth:	
Address:	
Home Telephone:	
Mobile:	
Work Telephone:	
E-mail (NOTE: this must be a private e-mail address for contact with you only):	
Occupation: Partners Occupation: If Retired – Previous Occupation: (IMPORTANT INFO)	
When is the best time to contact you?	
Please tell us about yourself and your story... <ul style="list-style-type: none"><li>- Why do you feel you are eligible to take part?</li><li>- How could a full garden make over help you?</li><li>- What's problems does the garden have?</li><li>- Have you done any community work or fundraising?</li></ul> (use separate page if necessary)	

**BOX B – YOUR NOMINEE’S INFORMATION**

Full Name of Nominee:	
Date of Birth of Nominee (approximate age if DoB not known):	
Address of Nominee:	
Home Telephone of Nominee:	
Mobile of Nominee:	
Work Telephone of Nominee:	
E-mail (NOTE: this must be a private e-mail address for contact with your nominee only):	
Occupation of Nominee: If Retired – Previous Occupation: (IMPORTANT INFO)	
Relation to Applicant:	
<p>Please tell us about the nominee and their story...</p> <ul style="list-style-type: none"><li>- Why do you feel they are deserving of a full garden make over?</li><li>- How could it help them?</li><li>- What's problems does the garden have?</li><li>- Has your nominee done any community work or fundraising?</li></ul> <p>(use separate page if necessary)</p>	

## **CRIMINAL CONVICTIONS**

<p>Have you, or to your best knowledge your Nominee, ever been convicted of a crime or are you the subject of on-going criminal proceedings or investigations?</p>	<p><b>YOU - NOMINEE -</b></p> <p>If you have answered “yes”, please specify below full details of any conviction(s) or ongoing criminal proceedings/investigations (i.e. the offences, the date of conviction, the court concerned and the sentence imposed and any other relevant information).</p>
<p>Do you, or to your best knowledge your Nominee, have any County Court Judgments against you?</p>	<p><b>YOU - NOMINEE -</b></p> <p>If you have answered “yes”, please specify details below.</p> <p>We reserve the right at any time to carry out background checks on you to verify the above information (including, but not limited to, Criminal Records Bureau checks carried out by third party organisations). By signing this Application Form you authorise us to carry out such background checks. Disclosure of criminal convictions, current criminal proceedings and/or county court judgments may not automatically exclude you from participating but we shall be entitled to exercise our sole discretion in this regard and certain convictions (spent or otherwise), pending criminal proceedings and/or investigations may invalidate your application or otherwise result in the termination of your application and/or your continued participation in the Programme. In all cases our decision shall be final.</p> <p><b>Note:</b> You must notify us immediately if you are convicted of a criminal offence, if criminal charges are brought against you and/or you are subject to a criminal investigation after you have submitted this Application Form but before first transmission of the episode of the Programme you appear in (if any). Such disclosure may not automatically exclude you from participating but we shall be entitled to exercise our sole discretion in this regard and certain convictions, pending criminal proceedings and/or investigations may invalidate your application or otherwise result in the termination of your application and/or your continued participation in the Programme and/or allow us to withhold or reclaim any prize or other benefit awarded or due to be awarded to you as a result of your participation in the Programme. In all cases our decision shall be final.</p> <p>If we later discover that you have criminal convictions you have not informed us about previously, and as a result your participation in the Programme is terminated or any prize or benefit reclaimed or withheld, you accept that reference may be made to these convictions publicly.</p>
<p>Is there any other information we should be made aware of concerning your application (including anything in your past that may attract negative press or publicity)?</p>	<p><b>YOU - No NOMINEE - No</b></p> <p>If you have answered “yes”, please specify details below.</p> <p><b>Note:</b> You must not withhold information from us of any material fact that may in our reasonable opinion jeopardise or otherwise impact on the Programme or which might result in publicity adverse to our good name or the Broadcaster or the Programme itself.</p> <p>You agree that should you have anything in your past that may attract negative press or publicity you will make us aware of it in order to protect your personal interests, our reputation and that of the Programme and the Broadcaster.</p>

## **PERSONAL DATA**

We take your privacy very seriously. Our privacy policy can be found at <http://loveyourgarden2.wordpress.com/how-to-apply/privacy-policy/> By submitting this Application Form, you consent to any personal information that you provide being used for the purpose of assessing your suitability for the Programme, and if successful, for the production

and exploitation of the Programme (in whatever format) and for contacting you about future programmes if you agree below to our doing so. You further consent to us providing your personal information to the Broadcaster. If you have any questions regarding our use of your personal information please contact **teamhort@spungoldtv.com**.

*I am happy for you to retain my personal data for use in connection to future series of the Programme* **YES / NO**

*I am happy for you to retain my personal data for future programmes which you believe may be of interest to me.* **YES / NO**

**WHAT TO DO NEXT:**

Please make sure that you have completed ALL SECTIONS of this Application Form and send it back to us with a recent photograph of yourself or your Nominee **and the garden concerned** attached by email to: **TeamHort** (teamhort@spungoldtv.com) or by post to: Love Your Garden 2019, PO Box 74250, London, SW9 1EE (*Note: Please be aware that if you send photographs by post, we will be unable to return them*).

The closing date for applications is 30<sup>th</sup> September 2019 (the “**Closing Date**”). If you are returning your application by post, your application must reach us by the Closing Date.

**By returning this completed Application Form you confirm that:**

- (i) you or your Nominee comply with each of the Eligibility Requirements;
- (ii) you have answered all the questions in this Application Form honestly and truthfully; and
- (iii) you have read, understood and agree to the Terms and Conditions which are also available at <http://loveyourgarden2.wordpress.com/how-to-apply/>.

IF YOU ARE RETURNING THIS FORM BY E-MAIL, THEN BY PRINTING YOUR NAME YOU ARE AGREEING TO THE ABOVE TERMS. IF YOU OR YOUR NOMINEE ARE ASKED TO ATTEND AN AUDITION WE WILL ASK YOU OR YOUR NOMINEE (AS APPLICABLE) TO SIGN AND RE-DATE THIS FORM IN PERSON.

PLEASE NOTE: DUE TO THE HIGH NUMBER OF APPLICATIONS WE RECEIVE, WE ARE UNABLE TO REPLY TO UNCSUCCESSFUL CANDITES

<b>Signature (if emailing this form please type in your name):</b>	
<b>Print Name:</b>	
<b>Date:</b>	

## **TERMS AND CONDITIONS**

By completing and signing this Application Form you hereby agree to the following terms and conditions (the "**Terms and Conditions**"). Any references to 'you' shall also mean your Nominee (if applicable):

### **1. GUIDELINES**

- 1.1. These Terms and Conditions apply when you submit your application to participate in the Programme.
- 1.2. In these Terms and Conditions "contributions" include content submissions and any other form of participation in the Programme and/or the selection process, as applicable, and "contribute" and "contributing" shall be construed accordingly.
- 1.3. Further terms and conditions, as well as applicable rules, regulations and guidelines may apply, including but not limited to terms and conditions as indicated by the Programme producers and/or as set out in promotional information for the Programme. By contacting us you accept and agree to these Terms and Conditions and any such additional terms and conditions, rules, regulations and guidelines.
- 1.4. Any contributions may not be considered further if you fail to adhere to these Terms and Conditions and any applicable rules, regulations and guidelines, or if we are unable to contact you in relation to your contribution.
- 1.5. These Terms and Conditions may be amended or varied at any time without prior notice. Any changes will be posted on the website referred to on the Application Form. It is your responsibility to ensure you review these Terms and Conditions regularly to familiarise yourself with any changes. We recommend that you print and store or save a copy of these Terms and Conditions for future reference.

### **2. ELIGIBILITY**

- 2.1. You must meet the Eligibility Criteria set out in the Application Form. Where so permitted in the Application Form if you are under 18 years old (at our discretion), you must have parental or legal guardian permission before contributing and we reserve the right to contact your parent or legal guardian to verify such prior permission. If you are under 18 years old and are required to contribute to the Programme in person or via live-media, you must be accompanied by a parent or legal guardian (although we do not guarantee that your parent or guardian will be featured in the Programme).
- 2.2. We, or (as applicable) the Broadcaster, may require you to provide proof of age and eligibility, and you may further be required by us and/or authorised parties to provide your signature as proof of your agreement to any relevant waivers, releases and/or consent, including in relation to any content you may have submitted. If you fail to provide valid and current proof of age and/or eligibility, or fail to provide your signature as required, or if we have any reason to suspect that you are not eligible to apply, your application or participation may be rejected or terminated.
- 2.3. Unless otherwise stated, there is no restriction on the number of times you may contact or contribute to the Programme.

### **3. METHOD AND COST OF PARTICIPATION**

- 3.1. You may apply to participate in the Programme by following the instructions set out in the Application Form.
- 3.2. The closing date and time for contacting us to register your interest in participating in the Programme is as stated in the relevant promotion and/or Application Form (as applicable). We may change the closing date and time at any time at our sole discretion and cannot accept responsibility for any request which is not received by the closing date and time. Applications made via other media and/or methods or received outside of the stated dates and times will not be considered.
- 3.3. You are required to provide complete, valid, correct and up-to-date information. Failure to provide such information may mean that your application or participation may be rejected or terminated. We reserve the right in our sole discretion to invalidate any information and/or material received.
- 3.4. We (and our sub-contractors), and the Broadcaster bear no responsibility for any application which is incomplete or incomprehensible, incorrectly addressed, lost in transit, containing insufficient postage, not received by us at the relevant postal or email address or received after any specified closing date. We (and our subcontractors) and/or the Broadcaster 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 or for any postal service failures which may result in any application not being properly received.
- 3.5. Costs: Unless otherwise stated, there is no charge when contacting us via email, freephone number, post (provided sufficient postage is paid) or via the internet (although internet service provider's fees may apply). Any applicable charges for other methods of participation are as indicated in the relevant promotional information. Permission of the bill payer must be sought where charges apply.
- 3.6. For the avoidance of doubt we are not liable to refund any costs incurred when contacting us. Such costs include, but are not limited to, internet access fees or the cost of calls made, or such other costs which may be incurred during or as a result of contacting us or participation, including but not limited to travel costs, accommodation, repair and/or restoration costs, incidental costs, charges, fees or expenses as applicable, unless otherwise stated.

### **4. GENERAL**

- 4.1. You undertake that the information you give in the Application Form is correct, that you accept these Terms and Conditions and that you meet the Eligibility Requirements as set out in the Application Form.
- 4.2. You accept that, due to the large number of applications we receive, we will not acknowledge or respond to each and every application. You accept and agree that contestants will be selected at our sole discretion, that such decisions shall be final and that there will be no right of appeal against any decisions taken by us on this matter.
- 4.3. You accept that receiving an Application Form and/or a phone call from a member of the Programme

production team and/or attending an audition and/or attending any recording days DOES NOT automatically mean that you will be appearing on the Programme and we reserve the right, at our sole discretion, to stand you down at any time during the production process, even if you have been given a date to attend auditions or recordings.

- 4.4. We do not represent that we will produce any episode of the Programme, that any episode of the Programme will be broadcast, or that any applicant's participation in the Programme will be included.
- 4.5. We and/or our authorised third parties may modify, accept or refuse to consider any application or contribution, in our/their sole and absolute discretion. You agree that all or part of your application and/or contribution including but not limited to your personal details may be edited, adapted, displayed, included in the Programme, on websites or in any other media and/or otherwise made publicly available or otherwise exploited in any manner without notice and without any fee being paid at our discretion and/or that of our authorised third parties. If we, in our sole discretion, deem it necessary to do so, we may disguise and/or conceal the identity of a participant in the Programme.
- 4.6. We reserve the right to vary any element of the Programme and/or to suspend or discontinue participation in the Programme without notice, due to system failure, maintenance or repair or for reasons beyond our reasonable control, including but not limited to strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with a law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. Neither the Programme producers nor the Broadcaster will be liable to you or to any other person in the event that all or any part of the Programme and/or system is discontinued, suspended, modified or changed in any way.
- 4.7. Neither we nor the Broadcaster accept any responsibility whatsoever for any technical failure or malfunction or any other problem, including without limitation with any telecommunications network or line, system, delivery system or technology, software, server, or service provider, which may result in any application or other material being lost or not properly received or recorded. We cannot promise that a system will be free from errors or omissions, nor that it will be available uninterrupted and in a fully operating condition.
- 4.8. You agree that by submitting a successful application that the Programme producers' decision is final in respect of garden design, layout and construction and you give your full permission for these works to take place without recourse to remedy any works carried out by the the Programme producers.
- 4.9. Nothing in these terms and conditions restricts your statutory rights as a consumer. For more details on your statutory rights you should contact your local Trading Standards Office or Citizen's Advice Bureau.

## 5. PRIVACY

- 5.1. Information and data ("personal data") which is provided by you when you contact or contribute to the Programme will be held and used by us, our

group of companies, the Broadcaster and other companies within the Broadcaster's group of companies (if applicable), service providers, professional advisers, network operators, suppliers and contractors, in connection with your application or contribution to the Programme, and/or in connection with the administration and/or production of the Programme, as applicable.

- 5.2. Any personal data will be used in accordance with our privacy policy (as referred to in the 'Personal Data' section of the Application Form). We and/or the Broadcaster may be required to send your personal data to third parties outside the United Kingdom in connection with the production and the administration of the Programme, and you agree to such transfer for these purposes.
- 5.3. We may also use your information:
  - 5.3.1. to verify your age, identity and other information as we may require and to also carry out background checks with data handling agencies, law enforcement and government agencies; and
  - 5.3.2. to deal with any questions or complaints arising in relation to the Programme.
- 5.4. We may also at any time disclose your information to law enforcement bodies or regulatory bodies in connection with a request from that body or in relation to any alleged offence or unlawful activity or where required by law or court order.
- 5.5. You have the right of access to the information held and used by us in connection with your application for the Programme. If you decide that you no longer want us to hold, use or process all or any part of your information or you want to update your contact details please contact us at the address in the Application Form.

## 6. CONFIDENTIALITY

- 6.1. You shall keep confidential and shall not disclose to any third party any confidential information, photographs or other material relating to us or the Programme (including without limitation your participation in the Programme (if applicable)) or anyone taking part in it which comes to your knowledge as a result of your participation in the Programme. The foregoing will not include matters already in the public domain (other than by way of your breach of this Clause).

## 7. YOUR OBLIGATIONS

- 7.1. You agree to abide by the rules and regulations of the Programme as shall be notified to you in writing or verbally. You accept that such rules and regulations may be varied by us from time to time and that our decisions in this matter are final.
- 7.2. You agree to attend any auditioning processes, heats and promotional activities relating to the Programme if required by us on any dates as shall be notified to you.
- 7.3. You agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner, if so required by us.
- 7.4. You warrant that you comply with each of the Eligibility Requirements above and, if required by us,

you agree to provide us with documentary evidence as well as providing all consents and assistance in carrying out any background searches if so required by us to substantiate the information provided in this Application Form.

- 7.5. You warrant that nothing in the Application Form or in your contribution will:

- 7.5.1. infringe the copyright or any other right of any third party;
- 7.5.2. breach any contract or duty of confidence;
- 7.5.3. constitute a contempt of court or expose us to any civil or criminal proceedings; and/or
- 7.5.4. otherwise be intended to bring us or any other party into disrepute.

- 7.6. You agree that we may in our sole discretion disqualify you from any stage of the Programme auditioning and selection process or the Programme itself and/or withhold or reclaim any prize or other benefit awarded or due to be awarded to you as a result of your participation in the Programme if:

- 7.6.1. you supply or have supplied any untruthful, incomplete, inaccurate or misleading details and/or information or you have deceived us or the Broadcaster in any way including without limitation about your identity;
- 7.6.2. you fail to abide by these Terms and Conditions or the rules and regulations of the Programme;
- 7.6.3. you fail to abide with any of our other reasonable instructions or directions;
- 7.6.4. by reason of your conduct (including past conduct) you bring us or the Broadcaster into disrepute; and/or
- 7.6.5. you fail to meet the Eligibility Requirements.

- 7.7. You agree to notify us of any changes to the circumstances and/or information and/or data provided in the Application Form, including any criminal charges, investigations and/or convictions which are brought against you, during your continued participation in the Programme selection process and the Programme itself.

- 7.8. You agree to indemnify us and our assigns and licensees against any and all claims, losses and/or damages suffered directly or indirectly by us as a result of the breach, non-performance or non-observance by you of any of your obligations and representations under the Application Form including without limitation the Terms and Conditions including but not limited to any extra costs of production of the Programme.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. If you are invited to attend an audition and any other subsequent stages of the Programme selection process, you agree and consent to the filming and recording of your voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with your application for or participation in the Programme and the use of your contribution in connection with the Programme in whole or in part or not at all.
- 8.2. You irrevocably grant and assign to us by way of present assignment of present and future copyright, all rights of any nature in and to the rights, title and interest in your contribution so as to permit the fullest use throughout the world of the contribution or any part(s) thereof by all means and

in all media in connection with the Programme or otherwise in perpetuity. For purposes of clarity, you accept that we have the right to edit, copy, adapt or translate the contribution as we see fit.

- 8.3. You further agree that any photographic material(s), video material(s) and/or any other materials you have submitted as part of your application and/or participation may be featured in the Programme and you warrant that you have the necessary licences, rights, consents and permissions to authorise us to use such submissions.

- 8.4. You grant us a worldwide, perpetual, royalty free and transferable licence (with the right to sub-licence) to use, edit, record, modify, translate, distribute, make available to others, prepare derivative works of and exploit your submissions by any medium or method whether now known or later developed throughout the world for the full term of copyright and other rights and all renewable and extension thereof. You agree to provide us with details of all such licences, rights, consents and permissions relating to the submissions if we so request.

- 8.5. For the avoidance of doubt, you agree that we have no obligation whatsoever to return any materials submitted as part of this application whether or not you are selected as a participant and that we are in no way obliged to use any such materials in connection with the Programme.

- 8.6. You grant us the right to use your name, voice, likeness, photographs and any biographical material and any contribution or submission concerning you in connection with the promotion and exploitation of the Programme and/or ancillary products/services and/or in connection with us and/or the Broadcaster, throughout the world in all media in perpetuity.

- 8.7. You irrevocably waive the benefits of and agree not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction in respect of any contribution and/or submission.

## 9. MISCELLANEOUS

- 9.1. Should there be a dispute regarding your application and/or participation in the Programme our decision on this dispute shall be final and you will have no right of appeal.

- 9.2. You agree that we may freely assign or licence this Application Form and that this Application Form and any non-contractual obligations arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with this Application Form or its subject matter.