**WHO DARTS WINS - CONTESTANT APPLICATION FORM**

**PLEASE READ THIS APPLICATION FORM, INCLUDING THE TERMS AND CONDITIONS REFERRED TO, VERY CAREFULLY BEFORE COMPLETING AND SUBMITTING YOUR APPLICATION.**

You are applying to be considered as a contestant in the programme provisionally entitled “Who Darts Wins” (the “**Programme**”) which ITV Studios Limited (“**we**”, “**us**”, “**our**”) intends, but does not undertake, to produce for initial transmission by Sky UK Limited (the “**Broadcaster**”). The Programme is an entertainment game show based around the world of darts.

**The closing date for applications is: 31st August 2015** (the **“Closing Date”**). We may extend the Closing Date at our discretion without notice.

Please ensure you meet the Eligibility Requirements (as set out below) before you start completing the application form (this “**Application Form**”). Provided you meet the Eligibility Requirements you must fill out the ENTIRE application form legibly, using dark-coloured ink if posting or a clear black font if sending it in electronically.. If any question is not applicable to you, please write “N/A” in the space provided. If you run out of space answering any question, please use the back of the form and reference the question(s) accordingly.

**ELIGIBILITY REQUIREMENTS**

1. You must be aged at least 18 (eighteen) years of age as at 31 August 2015 due to the nature of the Programme and the chance for contestants to win a cash prize.
2. You must be a permanent legal resident in the United Kingdom and currently living in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland.
3. You are not:
	1. currently employed by us or the Broadcaster and have not been previously employed by us, any of the ITV group of companies or the Broadcaster; or
	2. a live-in partner or immediate relative (for example, mother, father, son, daughter, brother or sister) of an employee of ours or the Broadcaster or any of the ITV group of companies.
4. You are not now, nor ever have been, a professional darts player, or a ranked member of the British Darts Organisation, or Professional Darts Corporation or any other similar darts organisation.

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

**YOUR INFORMATION by**

**whany, eligibility criteria are required.**

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| Full Name: |  |
| Date of Birth and Age:  | **We endeavour to have as diverse a range of contestants appearing on the Programme as possible, including contestants of varying ages.** |
| Address: |  |
| Home Telephone: |  |
| Mobile Telephone: |  |
| Work Telephone: |  |
| E-mail: |  |
| Can you accept calls at work? | YES [ ]  NO [ ]  |
| What is your present occupation? (Please provide details) |  |
| Who do you live with? |  |
| What jobs have you previously had? |  |
| Have you applied for or appeared on any other television shows? | YES [ ]  NO [ ] If you have answered “yes”, please list all your television appearances (completed and pending) and provide details (e.g. the name of show, broadcast date, channel and any prizes won). |

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| **DARTING HISTORY** |
| When and why did you start playing darts? *(Please answer with as much detail as you can – eg ‘I was 10 and my dad, also a fan, taught me…’)* |  |
| Where do you play and how often? *(eg Local pub? Friend’s house? Home?)* |  |
| Who do you play with? *(eg Team? Friends? Solo? – as much detail as you can)* |  |
| Who is your darting hero? |  |
| Do you have a darting nickname? If not, what would/should it be? |  |
| Do you have a uniform/outfit that you play darts in?  |  |
| Do you have any friends or family who watch you play/cheer you on? *(Please give as much detail as you can)*  |  |
| Tell us about your greatest darts moment. |  |
| Do you have an average? If so, what is it? |  |
| Have you ever won a darts competition? If so, what was it and what did you win? |  |
| Have you ever played darts at a professional level? If so, please provide details. |  |
| Have you ever been a member of a darts organisation? If so, which one? |  |

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| Do you have any medical conditions, including any disabilities, which we should be made aware of?  | YES [ ]  NO [ ] If you have answered “yes”, please specify details below and any special requirements you may have for any audition or studio appearance:**We wish to encourage diversity on our shows and will actively endeavour to accommodate any person with a disability.  Please detail any condition you might have that may require our assistance. We require this information in order to ensure that we meet our duty of care to you as an auditionee or a contestant, including the provision of suitable access to audition and studio venues.**  |
| Do you have any unspent criminal convictions or are you the subject of ongoing criminal proceedings or investigations?  | YES [ ]  NO [ ] 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). |
| Do you have any County Court Judgments against you? | YES [ ]  NO [ ] If you have answered “yes”, please specify details below.**In order to verify the above information you agree that where requested by us you shall apply for a Disclosure Scotland check and you further agree and accept that we may carry out general background checks on you.** **You must notify us immediately if (i) you are convicted of a criminal offence; (ii) criminal charges are brought against you; and/or (iii) 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).** **Disclosure of criminal convictions, current or pending criminal proceedings and/or county court judgments at any stage of the application process will 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.** **If we later discover that you have criminal convictions you have not informed us about previously, you agree that we may terminate your participation in the Programme and/or reclaim or withhold any prize or benefit, and you accept that reference may be made to these convictions publicly.**  |
| 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)? | YES [ ]  NO [ ] If you have answered “yes”, please specify details below.**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 that of the Broadcaster or the Programme itself.** **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.** |
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**GENERAL QUESTIONS:**

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| Please state any dates you will be unavailable between now and the end of September. |  |

**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. If we select you to appear in the Programme and you have given false information in this Application Form or fail to abide with the Terms and Conditions or any of our other reasonable instructions or directions, we shall be entitled to terminate your participation in the Programme 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.**

**FUTURE CONTACT**

Should you consent in the tick boxes below, we would like to keep all or part of Your Information (as defined in the Terms and Conditions):

1. for use when producing further series of the Programme (if any); and
2. to be accessible by production team members working on other programmes produced by us or by another company within the ITV plc group of companies (the “**Other Show(s)**”). Please note, that if you agree to this, you may be contacted separately by a production team working for us or another company within the ITV plc group of companies in connection with any Other Show(s).

**Please note that your refusal to grant us such permission will in no way influence our selection process for this Programme**.

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| Use of Your Information **for any future series of the Programme**.  | Please only tick the box below if you would like Your Information to be retained by us so you can be considered for **any possible future series of the Programme.**We will keep Your Information for a maximum of 6 years.  Please note, that if you are contacted by us to be considered for any future series of the Programme you will be asked to update us of any changes to the information provided to us at such time we make contact with you and if deemed appropriate you may be asked to complete a new application form if we so request. [ ]  |
| Use of Your Information **for any Other Show(s)** | Please only tick the box below if you would like Your Information to be made available to production team members working on Other Show(s) so you can be contacted for any Other Show(s).We will keep Your Information for a maximum of 6 years.  Please note that if you are contacted by us in relation to any Other Show(s) and you are interested in applying for the Other Show(s) you may be required to complete an entirely new application form specific for such Other Show(s). [ ]  |

**TERMS AND CONDITIONS:**

By submitting this Application Form, you hereby agree to be bound by the Who Darts Wins Terms and Conditions attached herein **(**the **“Terms and Conditions”)**

**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 attached by email to: darts@itv.com or by post to: Darts. 8th Floor. LTVC. Upper Ground. SE1 9LT (*Please be aware that if you do send photographs by post, we will be unable to return them*.)

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:**

1. you comply with each of the Eligibility Requirements;
2. you have answered all the questions in this Application Form honestly and truthfully;
3. you have read, understood and agree to the Terms and Conditions.

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| **Signature\*:***(\*If emailing this form type in your name. If you are asked to attend an audition we may ask you to sign and re-date this form in person.)* |  |
| **Print Name:** |  |
| **Date:** |  |

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**WHO DARTS WINS TERMS AND CONDITIONS**

By completing and signing your Application Form you hereby agree to the following terms and conditions (the “**Terms and Conditions**”):

1. GENERAL
	1. These Terms and Conditions relate to your application to take part in the Programme and form part of your Application Form.
	2. You are solely responsible for any and all costs or expenses incurred by you in applying to participate or your participation in the Programme, (including but not limited to: calls made, postage, ISP charges, telephony fees, travelling expenses, transportation, accommodation, meals, drinks, insurance, taxes and other costs). Under no circumstances will we or the Broadcaster cover these or any additional costs.
	3. 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 or for any postal service failures which may result in any application not being properly received.
	4. You agree that if your Application Form is incomplete or incomprehensible or incorrectly submitted and if applicable incorrectly addressed, lost in transit, containing insufficient postage, not received by us at the relevant postal or email address or sent in after any specified closing date that it may not be considered.
	5. You accept that, due to the large number of applications we receive, we will not acknowledge or respond to each and every application but only to those of applicants who we wish to put forward to the next stage of the selection process. We will review your Application Form and shall decide which applications are suitable to be put forward to the next stage of the selection process. 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.
	6. You accept that receiving an Application Form and/or a phone call and/or other correspondence 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 and/or recordings.
	7. We do not represent that we will produce or broadcast any episode of the Programme or to include any applicant’s participation in the Programme.
2. YOUR OBLIGATIONS
	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 we may vary such rules and regulations from time to time and that our decisions in this matter are final.
	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.
	3. You agree to undertake a medical and/or psychological assessment, conducted by a certified practitioner, if so required by us.
	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 your Application Form.
	5. You agree, that if you are formally selected to appear on the Programme, to sign a contestant agreement (“**Contestant Agreement**”) at our request and you shall promptly execute and deliver such Contestant Agreement and perform such acts and complete any other documentation as may be required for the purpose of giving full effect to the Contestant Agreement.
	6. You warrant that nothing in your Application Form will:
		1. infringe the copyright or any other right of any third party;
		2. breach any contract or duty of confidence;
		3. constitute a contempt of court or expose us to any civil or criminal proceedings; and/or
		4. otherwise be intended to bring us or any other party into disrepute.
	7. 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:
		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;
		2. you fail to abide by these Terms and Conditions or the rules and regulations of the Programme;
		3. you fail to abide with any of our other reasonable instructions or directions;
		4. by reason of your conduct (including past conduct) you bring us or the Broadcaster into disrepute; and/or
		5. you fail to meet the Eligibility Requirements.
	8. You agree to notify us of any changes to the circumstances and/or information and/or data provided in your 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.
	9. 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 your Application Form including but not limited to any extra costs of production of the Programme.
3. INTELLECTUAL PROPERTY RIGHTS
	1. In the event that 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 you and your voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with your application for the Programme (the “**Contribution**”) and the use of your Contribution in connection with the Programme in whole or in part or not at all.
	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.
	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 to appear as a contestant in the Programme and/or as part of your Contribution (collectively referred to as the “**Submission**”) may be featured in the Programme and you warrant that you have the necessary licences, rights, consents and permissions to authorise us to use your Submission in full or in part.
	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 Submission 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 Submission if we so request.
	5. For the avoidance of doubt, you agree that we have no obligation whatsoever to return any materials (including without limitation, the Submission) which you have submitted as part of your Application Form whether or not you are selected as a participant and that we are in no way obligated to use any such materials in connection with the Programme.
	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 of the Programme, throughout the world in all media in perpetuity.
	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.
4. HOW YOUR INFORMATION WILL BE USED
	1. “Personal Data” means data which relates to you, where you can be identified directly from that data or from that data together with other information in our possession; and “Sensitive Personal Data” means personal data consisting of information as to your a) racial or ethnic origin; b) political opinions; c) religious beliefs or other beliefs of a similar nature; d) membership (or not) of a trade union; e) physical or mental health or condition; f) sexual life; g) commission or alleged commission of any offence; h) involvement in and the outcome of proceedings for any offence committed or alleged to have been committed by you.
	2. “Your Information” means any of the information, whether verbal or written, which you have or may subsequently provide to us in connection with your appearance on the Programme, including but not limited to any information which you have or may subsequently provide to us during the application and selection process and/or during the production of the Programme and any your Personal Data and/or your Sensitive Personal Data.
	3. For the purposes of the Data Protection Act 1998, as amended, you hereby agree and give your consent to the holding and processing of Your Information in any form, (whether obtained or held in writing, electronically or otherwise) by us and any third parties authorised by us, for the purposes of the development, production, promotion, exploitation and transmission of the Programme and such consent includes, but is not limited to, use by us of Your Information as follows:
		1. to assess whether or not to select you for the Programme;
		2. to deal with any questions or complaints arising in relation to the Programme;
		3. to pass on to a regulator or governmental authority or law enforcement authorities including without limitation the Information Commissioner and/ or OFCOM should it be requested from us or if we are legally obliged to disclose Personal Data by a Court Order (and such request will be considered by us in light of our obligations under the Data Protection Act 1998 or any other applicable legislation/ law;
		4. to share with professional advisors and/or the Broadcaster and/or within the ITV group of companies if we need to for any of the above purposes
		5. to verify your age, identity and other information as we may require for the production and exploitation of he Programme;
		6. to carry out background checks with data handling agencies, law enforcement and government agencies.
	4. We (and/or other group companies) will only contact you about future series of the Programme and other shows produced by us or by another company within the ITV plc group of companies if you have specifically consented under the section of the Application Form headed “Future Contact”. If you do not consent to this future use of Your Information and you are not selected to participate in the Programme Your Information will be securely destroyed once the Programme selection process has been completed.
	5. You have the right of access to Your Information. If you decide that, other than as such parts of Your Information may have already been incorporated into the Programme, 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 darts@itv.com.
5. CONFIDENTIALITY

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 or anyone taking part in it, which comes to your knowledge as result of your participation in the Programme (if any). The foregoing will not include matters already in the public domain (other than by way of your breach of this Clause).

1. MISCELLANEOUS
	1. Should there be a dispute regarding your participation in the Programme our decision on this dispute shall be final.
	2. You agree that we may freely assign or licence your Application Form (including these Terms and Conditions).
	3. Your 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 your Application Form or its subject matter.