

LATE NIGHT LYCETT: APPLICATION FORM

- Title: *
- First Name: *
- Last Name: *

- Address Line 1: *
- Address Line 2:
- Postcode: *

- Date of Birth: *

- Phone Number: *
- (Note: We will need your phone number to call you if you are picked as a potential applicant. Enter it twice to help prevent typing errors.)

- Email: *

- Funny unfortunate story – please give as much detail as possible:
 - (This must be a true story which you will be able to tell live on television. You may be asked to provide proof/supporting evidence.) *

.....

.....

.....

.....

- Please tell us about yourself and what makes you unique:
 - (Late Night Lycett is really keen to represent the broadest range of people across the UK in the show, including from underrepresented groups such as those from Black, Asian and Minority Ethnic groups, the LGBTQ+ community, and/or those from d/Deaf, Disabled or Neurodiverse groups)*

.....

.....

.....

.....

LATE NIGHT LYCETT (SERIES 1) – WHICH LEE HAS THE KEY APPLICATION TERMS AND CONDITIONS

1. INTRODUCTION

1.1. We are Rumpus Media, a company registered in England and Wales (registered number: 08528876) of Rumpus Media, 2nd Floor, Rumpus Media, 45 Vyner St, London E2 9DQ (“we”, “us”, “our”) and we are the producers of Late Night Lycett (Series 1) (the “Programme”) which we intend but do not undertake, to produce for initial transmission by Channel 4 (the “Broadcaster”).

1.2. It is our intention to include a game feature entitled “*Which Lee Has The Key?*” (the “Game”) in episode(s) 1-6 of the Programme.

1.3. By completing and submitting an application form for the Game (your “Application”/“Application Form”), in accordance with the Application Period(s) set out below, you agree to these terms and conditions (the “Terms and Conditions”) and you will be deemed to be an “Applicant”.

1.4. When you submit your Application Form the Terms and Conditions will be legally binding on you so, please make sure you read these Terms and Conditions carefully to make sure you are completely happy with them before you submit your Application Form.

1.5. We are not responsible for any expenses you incur in submitting an Application Form.

2. THE ELIGIBILITY REQUIREMENTS TO TAKE PART IN THE GAME

In order to submit an Application Form for the Game you must meet the following eligibility requirements:

2.1. you are aged 18 (eighteen) years old or over;

2.2. you are a permanent legal resident and currently living in the United Kingdom, the Isle of Man or the Channel Islands;

2.3. you have not been a playing contestant on the Game previously;

2.4. you are not:

2.4.1. currently employed by us, the Broadcaster or any of the Channel 4 group of companies; or

2.4.2. a live-in partner or immediate relative (i.e., mother, father, son, daughter, brother or sister) of someone who works on the Programme;

(the above shall be collectively defined as the “Eligibility Requirements”).

3. THE APPLICATION AND SELECTION PROCESS FOR THE GAME

3.1. The application period within which to submit your Application for a Game is between 28 March 2023 and 30 April 2023 (the “Application Period”). We reserve the right to change the Application Period at our sole discretion.

3.2. You are only permitted to submit one Application during the Application Period.

3.3. Due to the large number of entries we receive, unfortunately we can't acknowledge or respond to each and every Application submitted but only those who we wish to put forward to the next stage of the selection process for a Game. Application Forms put forward to the next stage of the selection process will be selected at our sole discretion.

3.4. Please be aware that by registering and/or submitting an Application Form and/or receiving a phone call and/or any other correspondence from a member of the Programme production team and/or attending any recording days doesn't mean that you will be selected for a Game. We will review which entries should be put forward through to the next stage of the Game selection process. All participants for a Game will be selected at our sole discretion and you accept that by submitting your Application Form that such decisions shall be final and that there will be no right of appeal against any decisions taken by us on this matter.

3.5. We will cast and select up to 3 (three) Applicants to be in contention for a single Game. If we do not contact you by the end of the Application Period, please consider your Application as being unsuccessful on this occasion.

3.6. It is our intention to have 3 (three) Applicants selected by us for each Game but this number may vary due to circumstances outside of our control (e.g. late drop outs) (with the final number for each Game deemed as the "Finalist(s)") will be invited to the studio for the recording of the relevant episode of the Programme, in which the Game, for which the Applicant submitted an Application for, will feature in.

3.7. On the day of the broadcast of the relevant episode of the Programme each Finalist will be invited to tell their submitted unfortunate entertaining story live on the Programme.

3.8. 1 (one) Finalist will be chosen via a live social media poll on the day of the broadcast of the relevant episode of the Programme to play the Game and they will be invited to make a simple selection between a number of options as part of the Game (this person will be referred to as the "Contestant").

3.9. You acknowledge and agree that, if your Application is selected as one of the Finalists and/or you end up being the Contestant and you have given false information in your Application, Application Form and/or in any subsequent correspondence that we have with you or you fail to abide with these Terms and Conditions or any of our other reasonable instructions or directions we shall be entitled to end your participation in the Game and the Programme and/or, if you end up as a winning Contestant, withhold or reclaim any prize(s) or other benefit awarded or due to be awarded to you.

4. THE GAME AND THE PRIZE(S)

4.1. Before the Game for the Contestant commences, the prizes on offer will be shown to the Contestant.

4.2. Once the summary of the prizes available to win has taken place, the Contestant will be invited to choose between a selection of key holders. Each key holder has unique key which will gain access to a unique prize.

4.3. The Contestant will be asked for their final decision. Once a choice has been made after this point the Contestant cannot change their decision. We shall have absolute discretion as to when a final decision is asked for and our decision shall be final.

4.4. After the final decision is made the keyholder will reveal the prize won by unlocking the unique prize with the unique key.

4.5. The production team reserve the right to change the odds of winning a prize at any time for editorial reasons. The contestants will be made aware of this change at some point.

4.6. When the Contestant is confirmed as the winner of a prize, it is subject to the Contestant agreeing to signing a prize acceptance letter (which will contain full details of the prize(s) won and conditions attached to the prize(s)) as well as the Contestant making no act or omission in breach of obligations, agreements contained within these Terms and Conditions and any other paperwork the Contestant provides to us.

4.7. The prizes referred to by us during the Game may be subject to change in circumstances which are beyond our reasonable control and there may be conditions attached to the prizes that are not mentioned during the Game and Programme.

4.8. In the event that you are a winner of any prizes, you agree to comply with all conditions associated with the prize(s).

4.9. Unless agreed otherwise, you shall not look to us in respect of any warranties or guarantees relating to the prize(s) or hold us in any way liable for the performance or suitability of the prize(s).

4.10. In the event of any error and/or failure in the awarding of any prize(s), our decision with respect to the handling of such error and/or failure including, but not limited to the awarding of the prize(s) shall be final.

4.11. Your refusal to accept any or all of the prize(s) shall constitute a forfeiture of such prize(s) and you shall release us of all obligations in connection with such prize(s).

4.12. The prize(s) awarded shall be non-transferable, non-negotiable, non-refundable with no cash alternative unless otherwise agreed with us in our absolute discretion.

4.13. You agree and understand that we may at our sole discretion withhold or reclaim any prize(s) due to be awarded to you as a result of being confirmed as a winner of the Game if any of the following events occur:

4.13.1. you are found to have breached or violated any of these Terms and Conditions and/or any instructions by us;

4.13.2. if you have supplied any untruthful, incomplete, inaccurate or misleading details and/or information or you have deceived us or the Broadcaster in any way; and/or

4.13.3. you fail, refuse or neglect to perform any of the obligations herein or are otherwise in breach of any obligation contained in these Terms and Conditions and such failure, refusal, neglect or breach is not remedied (if capable of remedy) within a period of time notified to you (with such time period being solely determined by us).

5. ANY PHOTOS, VIDEOS OR OTHER MATERIALS WHICH YOU SUBMIT WITH YOUR APPLICATION FORM

If you submit any photos, videos and/or any other materials with your Application Form (the "Materials"):

5.1. you confirm that:

5.1.1. you've got the rights and permissions to submit the Materials as part of your Application Form

5.1.2. you have permission from any other parties/person(s) who features in and/or whose work is included in the Materials; and

5.1.3. our use of the Materials will not infringe the rights of any other party or entitle any person to claim payment from us.

5.2. if we elect to do so, you give us permission to use the Materials as part of the Programme throughout the world in perpetuity (i.e. forever) in any and all media now known or in the future without any fees becoming due to and you agree to waive any "moral rights" (these are rights which are personal to you and can't be assigned to us which is why we need a waiver from you instead) that you have in the Materials.

6. YOUR OBLIGATIONS

6.1. If required by us, we may ask you to attend rehearsals for your continued participation in the selection process for the Programme on dates as shall be notified to you and you agree to use your best endeavours to fulfil such requirements.

6.2. You also confirm:

6.2.1. you comply with each of the Eligibility Requirements and, if required by us, you will provide us with evidence to confirm any the information provided in your Application Form;

6.2.2. you understand the nature and purpose of the Game and the Programme;

6.2.3. the content of your Application Form shall be true, complete and accurate in all respects (or we may withdraw you from the Programme and/or reclaim or withhold any prize awarded to you. Whilst disclosure of criminal convictions, civil orders and/or current or pending criminal proceedings and/or anything else negative in your background will not automatically exclude you from being considered for or participating in the Programme, we shall be entitled to exercise our sole discretion. Certain crimes, civil orders, pending criminal proceedings and/or investigations and/or negative matters may result in us ending your involvement in the casting process for the Game and the Programme. In all cases our decision shall be final.

6.2.4. to the extent you remain in contention for inclusion in the Game and the Programme, you will advise us of any information which might compromise or call into question the integrity of the Game and/or the Programme and/or which might impact our reputation;

6.2.5. that nothing in your Application Form and/or the Materials will infringe any data protection laws, including the UK General Data Protection Regulation and the UK Data Protection Act 2018 (both as amended, replaced or repealed from time to time);

6.2.6. that nothing in your Application Form and/or the Materials will infringe any copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, and/or otherwise bring us, the Programme or any other party into disrepute; and 4

6.2.7. you will comply with all other relevant laws in connection with your submission of your Application Form and Materials.

7. CONFIDENTIALITY

You shall keep confidential and shall not disclose to any third party, any information, photographs or other material relating to the Game, your Contribution, us, the Programme or anyone taking part in it unless otherwise agreed by us in writing

8. MISCELLANEOUS

8.1. You agree that we shall not be liable to you for any loss, damage or injury to you or your property suffered in connection with our making of the Game and/or Programme unless caused by our negligence.

8.2. We may amend, change or revise the Terms and Conditions at any time in our absolute discretion and our interpretations of these terms and conditions is final.

8.3. We shall be entitled to assign these Terms and Conditions and these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties herein hereby submit to the exclusive jurisdiction of the courts of England and Wales.

8.4 Rumpus Media will ensure that all personal information supplied is held securely in accordance with the General Data Protection Regulation (EU) 2016/679, Act of 2018. For more information, please visit our website where you can view our contributor privacy policy

<https://www.rumpusmedia.co.uk/contributor-privacy-notice/>