



FAMILY FEUD SOUTH AFRICA SEASON TWO

ELIGIBILITY REQUIREMENTS AND TERMS AND CONDITIONS

1. **Who we are** Rapid Blue (Pty) Limited (Company Reg No: **1998/008987/07**) whose postal address is 263 Oak Avenue, Ferndale, Randburg, 2194 (**“the Producer, we”, “us”, “our”**) is the production company who makes Family Feud and the data controller for the purposes of casting, development, production and/or distribution of Family Feud and/or as otherwise agreed between us. BBC Studios is a shareholder in our business and as such our policies and procedures are governed and defined by those of BBC Studios.

As the data controller, we are the organisation who collects, handles, uses, stores and/or processes (together **“Process”**) any personal data and/or sensitive personal data (together **“Data”**) you may share with us and/or that we may receive about you.

2. **About Family Feud**
- a) Family Feud is a television gameshow where two families compete to name the most popular responses to survey questions in order to win cash and prizes.
- b) References in these Terms and Conditions to: (i) **“Family Feud”** shall mean the second season of the programme and/or series provisionally entitled “Family Feud South Africa” including any re-edited, re-voiced, reformatted, updated or compilation or any other versions thereof or further series or spin-offs) and/or other content; produced by us for e.tv (**“the Broadcaster”**) (together with Rapid Blue **“the Producing Parties”**) and /or with any subsequent broadcaster.
- c) Copyright of the programme vests with FremantleMedia (**“the Format Holder”**), who retains full right and ownership of the programme in perpetuity and for use worldwide on and through all media current or yet to be invented.

3. **Your Personal Information**
- a) Your personal information will be processed and stored securely by us in accordance with our internal policies and the Protection of Personal Information Act 2013. We will use your personal information only for the purposes of considering your application for Family Feud and for potential future series (if you have given your consent), and should you be successful, for purposes related to producing the programme and pre agreed publicity and to comply with our legal obligations.
- b) If your application is successful, your contribution and consent

forms will be kept and your application may be kept for up to 7 years. Unsuccessful applications will be deleted within 12 months of production.

c) If your application is successful, you will be required to provide sensitive personal information such as information about your health and any criminal behaviour, to determine your suitability and to identify and managed health and safety risks. We will ensure that access to such information is restricted to only members of the production team who will reasonably need to access it. We will securely destroy such information when it is no longer needed for these purposes.

d) Your application, and other personal information collected in connection with the programme, will be shared with our Production Partners, East 112th Street Productions LLC, FremantleMedia and e.tv , for the purposes of considering your application and, if successful, in producing the programme and exploiting it worldwide. Your personal information will not be shared with anyone else except where we are legally obliged to do so.

e) For more information, please see our full privacy notice <https://www.bbc.co.uk/contributors/privacy-notice>

4. Purpose of these Terms and Conditions

a) These application terms and conditions (“**Terms and Conditions**”) apply to all individuals who apply and/or otherwise indicate to us that they wish to be considered to take part in Family Feud which we propose but do not undertake to produce.

b) By applying to take part in Family Feud, whether by completing and returning an application form to us or otherwise, you confirm that you agree to and shall comply with these Terms and Conditions.

c) For the purposes of these Terms and Conditions, “**Application Date**” shall mean the date on which you apply to take part in Family Feud, whether by completing and returning an application form to us or otherwise.

5. Eligibility Requirements

a) All individuals applying to take part in Family Feud **MUST**:

- i) be 18 years of age or older on 01st February 2021
- ii) be living in South Africa as a legal resident and cannot be closely related to a member of the Producing Parties’ staff or anyone the Producer deems to be connected with the programme;
- iii) not have been convicted of any offence, or be subject to any court order, relating to assault, violence, sexual misconduct or harassment; (together the “**Eligibility Requirements**”).

b) By applying to take part in Family Feud, whether by completing and returning an application form to us or otherwise, you confirm and agree that you comply with all the Eligibility Requirements.

c) If your circumstances change and you no longer meet all or part of the Eligibility Requirements, you agree to notify us promptly by email at familyfeud@rapidblueafrica.com.

6. Background Checks and Information Gathering

a) Your participation in Family Feud will be subject to all necessary paperwork, background checks, references and/or consents as requested by us being promptly completed and returned to us (which may include without limitation information regarding your health and/or criminal and/or civil actions and/or convictions).

b) If you or any member of your immediate family and/or household are currently or in the past twelve months have been an employee, contractor, officer, director or agent of FremantleMedia International Television Production Group, Rapid Blue, e.tv, BBC Studios or anyone connected with Family Feud, you agree to notify us on your application form or otherwise.

7. Casting and Production Process

a) All applicants for Family Feud will be assessed at our sole discretion for their suitability to be put forward to the next stage of the selection process and all decisions by us shall be final. We reserve the right to refuse any submitted application. There will be no right of appeal against any decisions taken by us on this or any matter relating to the casting and/or production of Family Feud. Unfortunately, due to the large number of applications we receive, we will only contact you if you are successful in being selected as a potential contributor for Family Feud.

b) You accept that submission of an application form, compliance with these Terms and Conditions, receiving a phone call from a member of the production team, attending an audition and/or attending any recording days DOES NOT constitute an offer to appear on or automatically mean you will be appearing on Family Feud.

c) We reserve the right, at our sole discretion, to stand you down and/or choose not to film you and/or use any footage of you at any time during the casting and/or production process, even if you have been given a date to attend auditions and/or have been filmed for Family Feud.

d) You understand that we reserve the right to vary any element of Family Feud and, even if you meet the Eligibility Requirements outlined above, we shall have no obligation to produce any episode of Family Feud, to broadcast any episode of Family Feud, or to select you as a contributor, and even if you are selected we are not obliged to include your Contribution (as defined below) in Family Feud.

8. Your Obligations

a) You agree that you will not withhold from us any material fact that may in our reasonable opinion jeopardise or otherwise impact on Family Feud or which might result in publicity adverse to our good name, the Broadcaster and/or Family Feud.

- b) You confirm to us that:
- i) any information you provide to us, whether in the application form or otherwise, is truthful, complete, accurate and not misleading and you have not deceived or attempted to mislead us or the Broadcaster in any way (including but not limited to in your identity, single status, experiences, background and/or health);
 - ii) by reason of your conduct (including past conduct) you shall not bring us and/or the Broadcaster into disrepute;
 - iii) you agree to comply with and adhere to these Terms and Conditions;
 - iv) you will notify us in the event any Data we Process about you is incorrect and/or requires updating, changing and/or correcting.
- c) If you are found to have knowingly supplied inaccurate, misleading or false information to us, you acknowledge and agree that you may be immediately disqualified from the casting process and/or taking part in Family Feud.

9. Intellectual Property Rights

- a) If you are invited to attend subsequent filmed stages of the audition, selection and/or production process for Family Feud and in consideration of us arranging to film you (and other good and valuable consideration sufficiency of which is acknowledged by you), you agree to the photographing, recording and filming of your interview, contribution and/or performance during and in connection with Family Feud ("**Contribution**") and the use of your Contribution (or any part(s) thereof) in Family Feud.
- b) You grant to us all necessary rights and consents to permit us to make the fullest use of the Contribution and/or any information, photographic/video material submitted by you as part of your application for and/or participation in Family Feud (collectively referred to as the "**Material(s)**") for any purposes connected with the promotion and exploitation of Family Feud, and/or ancillary products, rights, services and/or in connection with the Producing Parties and the Format Holder in any and all media now known or hereafter invented throughout the world in perpetuity.
- c) You accept that we have the right to edit, copy, adapt and/or translate the Material(s) and/or Contribution as we see fit and 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.
- d) You agree that we have no obligation whatsoever to return any Material(s) whether or not you are selected as a contributor for Family Feud and that we are in no way obligated to use any of the Material(s) in connection with Family Feud.
- e) You grant us the right to use your name, voice, likeness, photographs and any biographical material concerning you in Family Feud and in connection with the casting, development, production, publicity promotion and exploitation of Family Feud and/or ancillary

products, services and/or rights and/or in connection with us and/or the Broadcaster, throughout the world in all media in perpetuity.

10. Confidentiality

You will keep strictly confidential and will not without our prior written consent at any time publish or disclose to any person (including without limitation via the internet or any social networking sites such as Instagram, Facebook and/or Twitter) any conversation, information or photographs concerning Family Feud and/or the application, selection, filming and/or production process which comes to your knowledge nor other information relating to us, the Broadcaster or Family Feud acquired by you, other than information already in the public domain.

11. General

a) The rights granted under these Terms and Conditions are freely assignable and licensable by us.

b) Any trademarks, logos, graphics, photographs, videos and texts featured on the Family Feud casting website and/or in Family Feud remain our intellectual property and may not be reproduced, used or represented without our express prior permission.

c) You acknowledge and agree that neither us, the Broadcaster nor together our assignees and/or licensees shall be liable for any loss, damage, injury, claim and/or disappointment suffered, by you (including but not limited to special or consequential loss, loss of reputation, trespass to property or trespass to person) in connection with your involvement in Family Feud, other than death or personal injury caused by our or the Broadcaster's (as applicable) negligence or other liability that is prohibited from being limited or excluded by law.

d) You agree that you shall not be entitled to injunct or restrain the transmission of Family Feud or the use of the Material(s) and/or any programmes and/or ancillary use which includes the Material(s) (or any part of it).

e) Failure by us to take action in respect of the breach by you of any provisions of these Terms and Conditions shall not be interpreted as constituting a waiver by us of the right to take action in future in respect of such a breach.

f) These Terms and Conditions will be exclusively governed by and construed in accordance with the laws of South Africa and subject to the exclusive jurisdiction of the South African courts.

RELEASE AND WAIVER

1. By submitting this application form I hereby acknowledge and agree that:

1.1. I have read and agree to be bound by the "Family Feud South Africa Eligibility Requirements and Terms"; and

1.2. I have completed this application honestly and accurately and if any of the information is found to be false, misleading or incomplete, this will be grounds for dismissal from the contestant selection process.

2. I acknowledge and agree that the Producer may undertake background checks as part of the casting process. I agree to provide (or assist the Producer in obtaining) further information, documentation, references and/or evidence as requested by the Producer and the Producer undertaking background checks for the purpose of verifying that I comply with the Eligibility Requirements.

3. I understand and agree that I am required to be available for the filming of the Series in South Africa between 12th and 25th February 2021.

4. I consent to the filming of me and the recording of my voice at the Producer's sole discretion during the application process and irrevocably grant to the Producer all rights and consents or waive the same so as to permit the fullest use throughout the world of any and all of this filming and recording in perpetuity in all media now known or hereafter devised throughout the world.

5. I hereby assign to the Producer all right, title and interest (including without limitation all copyright) in and to any material submitted by me in connection with the Series ("**the Material/s**") and grant to the Producer the right to use, edit and alter such Materials in all media now known or hereafter devised throughout the world in perpetuity.

6. I consent to the recording, use and re-use by the Producing Parties or each of their respective licensees, assignees, parents, subsidiaries or affiliated entities and each of the respective employees, officers, agents, and directors (collectively "**Releasees**") of my voice, actions, likeness, name, appearance, biographical material and any information derived from my application (collectively "**Likeness**"), including without limitation any recordings or stills submitted by me in connection with my application as edited, modified or altered in all media now known or hereafter devised throughout the world throughout the world in perpetuity.

7. I recognise the needs of film and television production and distribution and hereby comprehensively consent to all the necessary rights (including waiving my so-called "moral rights") to enable the Releasees to make or enable alterations, modifications, copies or translations to any or all Material created by me.

8. I acknowledge and agree that the Releasees may use any and or part of my Likeness and Materials in connection with the publicity, promotion, marketing or advertisement for the pp in any form or media throughout the world.

9. I acknowledge that other participants in the programme may criticise me or the Producer may edit, add to or adapt the Material and such criticism or the use of the Material by the Producer may:

9.1. be disparaging;

9.2. be critical of me;

9.3. expose me to ridicule; and/or

9.4. be factual, fictional or speculative, and I agree not to make any claim against the Releasees as a result of or in connection with the foregoing.

10. I agree not to make any claim against the Releasees as a result of or in connection with the Series (*This does not prejudice any right I may have to make a complaint relating to breach of BBC Editorial Guidelines or applicable local broadcast regulations*).

10.1. the use of any or part of my Likeness and Materials;

10.2. any illness or injury I may suffer in connection with my participation in the programme, including, without limitation, any food I consume in the course of my participation, and any loss, cost, claim, damage or expense I may incur directly or indirectly as a result.

11. I authorise the Producer to access and collect information about me, and to investigate any of the statements made in my application, any supporting documents and any other documents that I have signed or do sign, or any written or oral statements made in connection with my application for the programme.

12. I authorise the Producer to secure information about my experiences from my current and former employers, associates, friends, family members, educational institutions and any references I have provided and I irrevocably authorise such parties to provide information concerning me. I hereby irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with such investigation. I acknowledge that the above information may be used for the purposes of selecting contestants in the programme.

13 I acknowledge that even if I meet the Eligibility Requirements and Terms, the Producer has no obligation to interview me or select me as a participant.

14. I acknowledge that all decisions regarding the selection process by the Producing Parties for the participants are final and not subject to challenge or appeal.

15. I acknowledge that the Producing Parties reserve the right to:

15.1. make changes to the application and production schedule;

15.2. change any of the Eligibility Requirements and Terms, including the terms of any Prize(s) to be awarded at any time prior to the start of production of the Programme without notice;

15.3. to render ineligible any person who the Producer determines, in their sole discretion, is sufficiently connected with the production, administration, judging or distribution of the Programme such that their participation in the programme could create the appearance of impropriety;

15.4. not hold any participant applicant interviews, or to modify the manner in which it conducts such interviews;

15.5. not produce the programme at all; and

15.6. not broadcast the programme, even if it is produced.

16. The Eligibility Requirements and Terms, including this Release and Waiver, are governed and construed in all respects by the laws of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African courts.

17. The Eligibility Requirements and Terms, including this Release and Waiver, are the entire agreement between the Producer and me.

I have read, understand and agree with the foregoing and by submitting this application form I warrant that I am eligible to participate in Family Feud.