

BE THE BOSS

Content, Release and Terms & Conditions

I understand that I am being considered as a participant for the competition "BE THE BOSS" (the "competition") to be produced by Make Believe Worldwide Ltd (the "Producer"). By signing this Consent and Release (the "Agreement"), I represent that I have read, understood and voluntarily agree to abide by its terms and conditions. The Producer requires me to enter into this Agreement in order to be considered as a Participant in the competition, and I deem it to be in my best interest to enter into this Agreement. I acknowledge that by signing this Agreement, I will be giving up certain legal rights I may have against The Producer, sponsors of the competition and others.

In consideration of being considered for and possibly selected to participate in the competition (notwithstanding whether or not I am selected as a contestant for the competition) and for other good and valuable consideration which I have received, I hereby represent and warrant that the following statements are true and correct and that I irrevocably agree to the terms and conditions contained herein:

1. I have answered the questions in the foregoing Participant Application Form(s) relating to me truthfully, accurately and completely and will immediately inform the Producer if any information I have provided changes, is discovered by me to be false, inaccurate or incomplete or becomes false or incomplete. If any of the information I have provided is found and/or determined by the Producer in its sole discretion to be false, incomplete, inaccurate or otherwise misleading, the Producer reserves the right to immediately dismiss and disqualify me from the participant selection process and/or from the competition, if selected.
2. I understand that the Producer has no obligation to interview me and/or to select me as a participant. All decisions of the Producer concerning selection of participants are final and not subject to challenge or appeal. The Producer has no obligation to return any materials submitted by me as part of the participant selection process whether or not I am selected as a participant.
3. I understand that the principle purpose of the competition is to find a representative to own a Make Believe franchise in Birmingham. The participants try to convince one or more third party (the "Producers") to award them the £10,000 worth of prizes (the cost and launch of the franchise).
4. I hereby irrevocably consent to the Producer's filming, taping and/or recording of me, with or without my knowledge, for use in connection with the production and exploitation of the competition. I hereby grant to the Producer, its assignees, licensees, agents and affiliates, the right in any and all media now known or hereafter devised throughout the universe in perpetuity to use and reuse my appearance and the proposal during all phases of production of the competition (including but not limited to the interview and final process), including but not limited to, the right to use my name, voice, likeness, biographical information, in any manner, whatsoever at the Producer's sole discretion and as the Producer sees fit.
5. I agree to follow all of the Producer's rules, directions and instructions in all matters relating to the competition, which rules are subject to change at the Producer's sole discretion. I will accept any and all decisions of the Producer (including but not limited to decisions concerning the interview process, interpretation of rules, eliminations and advancements in the competition, and all decisions relating to the competition) as final and acknowledge that the interests of the competition shall override

those of any participant.

6. I agree that my selection as a participant is within the Producer's sole discretion and that the Producer is not obligated to select me. If I am selected, I agree that the Producer is not obligated to have me appear in the final and may disqualify me at any time in its sole discretion.

7. I acknowledge and agree that the Producer may, at any time and in its sole discretion, add, remove or replace participants for any reason or for no reason whatsoever.

8. I understand and acknowledge that I may need to undergo investigations into my background, which may include police checks and references from previous employers.

9. I do not currently have any outstanding warrants (e.g., traffic tickets, arrests, etc.) Or restraining orders against me, nor have I been reported to any law enforcement agency as a missing person or a runaway. I have never been arrested or convicted of a criminal offence.

10. I acknowledge that my application will be reviewed under guidelines set at the Producer's discretion and that I will be notified if there is interest to be put forward to the interview stage. If there is no interest in using my application in connection with the competition, the Producer is not obligated to offer an explanation and has no further obligation to me whatsoever.

11. The Producer reserves the right to use any personal data supplied by the participant. As a participant I agree that my data may be kept on file for longer than six months and have to inform the Producer should I wish to be removed (please visit our website to view our full data protection policy in alignment with GDPR rules)

12. I acknowledge that the Producer and each of their respective parents, subsidiaries or affiliated entities and their respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me, and that I am solely responsible for seeking my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged.

13. I am available to attend the final on Friday 6th December from 1pm till 9:30pm

14. I am available to attend an interview on Monday 25th November from 10pm till 4pm

15. Should I be successful and win the competition, I acknowledge that I will receive a further agreement outlining the terms of the franchise. It will be my responsibility at this time to seek legal advice.

16. Any and all information disclosed to or obtained by me concerning or relating to the competition, the participants, the events contained in the competition, the outcome of the competition or any part thereof, the Producer, the terms and conditions of this Consent and Release shall be strictly CONFIDENTIAL for a period 2 years following the execution hereof. I agree that I will NOT disclose to any third party any information which I have had or will have access to concerning the competition, the other participants, friends or families, the Producer, or the Producer's representatives, or the terms and conditions of this Consent and Release, except as required to fulfil my obligations hereunder, as expressly authorised by the Producer in writing, or as required by law. I also agree that I will not disclose any such information to any participant, individual or entity

including, without limitation, any members of the press. I further agree not to make disparaging remarks about the competition or any elements thereof, including but not limited to any third party. I acknowledge that any disclosure of such information will constitute a material breach of this Consent and Release and will cause the Producer substantial and irreparable injury and will cause substantial damages, entitling the Producer to, among other things: injunctive or other equitable relief without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.

17. I agree that this Consent and Release shall be governed by the laws of the UK

18. I have been given ample opportunity to read, and I have carefully read, this entire Agreement. In addition, I have been given the opportunity to, and am hereby advised to, have this Agreement reviewed by legal representative of my choice. I certify that I have made an investigation of the facts relevant to this Agreement and of all the matters pertaining there to as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind, and that I intend and agree to be legally bound by this Agreement. Each statement, which I have made in this Agreement, is true. I also acknowledge that by applying and filling out the Be The Boss application form, I am in agreement to ALL of the Terms & Conditions set out in this Consent and Release Form. After I (and my parent or legal guardian, if applicable) have signed the Application Form the foregoing shall constitute a binding and enforceable agreement between myself (us) and the Producer.