

THE FORTUNE HOTEL SERIES 1

Terms & Conditions

The terms and conditions apply to your access and use of this website, including all content, features, activities, and services accessed therein, the “Programme”.

The Programme is being produced by Tuesday’s Child Television Limited (“Tuesday’s Child”, the “Company”, “we”, “us”) for a major UK Network (the “Network”).

The information given by individuals applying (“Applicant(s)”, “I”, “you”), either using this form, online, through a third-party website or application, may be used in the “Programme”, should they be selected.

Applicants agree to abide by the rules, regulations, terms & conditions (the “Rules”) of the Programme which may be varied from time to time by Tuesday’s Child at its sole discretion. The selection period is expected to run from Friday 21st July 2023 – Friday 20th October 2023 and will work in the following way:

Applications

1. Each Applicant warrants that all information and User Generated Content (as defined below) supplied by them will be, to the best of their knowledge, truthful, accurate and in no way misleading and agree that Tuesday’s Child may at its sole discretion remove them from the selection process or the Programme itself at any time and at any stage if they supply or have supplied any untruthful, inaccurate or misleading details and/or information and/or is otherwise in breach of any of the Rules. You agree that you will authorize Tuesday’s Child or the Network to conduct background checks to verify any of the information you have supplied, and you agree to provide them with any assistance or further information necessary to do this.
2. Applicants warrant that they are current residents of the UK, Ireland or Channel Islands and are free to take part in any selection process and the Programme itself (if required by Tuesday’s Child).
3. Proof of age, identity and eligibility may be requested.
4. All applicants warrant that they are 18 years old or over, at the time of application.
5. You must declare any history of criminal convictions or impending trials if your application is progressed further. This will not automatically disqualify you from entry, each case will be considered individually. We may also request and use “special” or “sensitive personal information”, as your application progresses. This means personal information relating to health (both mental and physical), ethnicity, religion, sexual orientation, or political persuasion and such information will be processed in accordance with all the applicable Data Protection legislation.

6. Attendance by Applicants at any meeting or other event staged by Tuesday's Child and travel to and from any such events is at the Applicant's own risk and Tuesday's Child accepts no responsibility or liability in this regard.
7. Applications are made at an Applicant's own expense and Tuesday's Child shall not be liable to reimburse any expenses incurred in making an entry.
8. Applications must not contain defamatory or obscene material and/or anything which is likely to bring Tuesday's Child or the Network into disrepute.
9. No applications will be returned to the Applicants nor will any materials submitted in support of any application. Each Applicant is advised to make copies if appropriate.
10. The Applicant warrants they possess all rights, title, and authority to submit any text, images, audio or other content ("User Generated Content"), including (where applicable and without limitation) the informed consent of any third party/parties appearing in or who may have interest in, the User Generated Content.
11. Application forms and supporting materials will be retained by Tuesday's Child. All information supplied to Tuesday's Child (including your personal data) will be dealt with in accordance with the relevant data protection legislation in force including GDPR solely for the purposes of production of the Programme. Tuesday's Child will not supply your personal information to third parties other than as is reasonably necessary to produce the programme.
12. The Applicant warrants that by applying, and providing an email address and other details, the Applicant agrees to receive email, phone or other communication from Tuesday's Child, and its affiliates, relating to your application and Programme.
13. The Applicant understands that Tuesday's Child will reserve the right to contact the Applicant at their sole discretion during the casting process and that application does not guarantee an interview or automatic progression through the casting process. The casting process is at the sole discretion of Tuesday's Child and only shortlisted Applicants will be contacted.
14. The Applicant understands and acknowledges that if they are nominating someone (the "Nominee"), to apply / take part in the Programme that they have their consent to be nominated. Your "Nominee must be a UK resident, aged 18 years old or over and meet any additional eligibility requirements as set out by Tuesday's Child and the Network. For the avoidance of doubt, Tuesday's Child shall not be obligated to select any Applicant and/or an Applicant's Nominee to participate in the Programme.
15. Your participation in and compliance with the application process does not in any way constitute an agreement with Tuesday's Child for you to appear in the Programme. Tuesday's Child has no obligation to produce the Programme and even if the Programme is produced there will be no obligation on Tuesday's Child or the Network or any other party to broadcast or transmit or otherwise exploit the Programme or include you in any filming of the Programme. As such, neither Tuesday's Child nor the Network will be liable for any loss of publicity or enhancement of reputation.

16. The closing date for applications is Wednesday 27th September although Tuesday's Child may change this deadline at its sole discretion.
17. Tuesday's Child reserves the right to decline any application and/or stand any Applicant and/or Participant (as defined below) down at any time at its sole discretion and will have no liability for any consequential loss.
18. Tuesday's Child reserves the right to alter the terms and conditions, Rules, format of the Programme and/or to cancel the Programme at any time at its sole discretion and will have no liability for any consequential loss.

Production

19. Tuesday's Child shall select Applicants to take part in the Programme ("the Participant(s)").
20. The Participants will consent to being filmed and recorded by Tuesday's Child where required for the Programme and consent to reasonable filming at the Participants workplace and home if deemed necessary by Tuesday's Child. This will include all production filming where required as well as promotion and publicity of the Programme. The Participant agrees to sign a Contributor Agreement granting Tuesday's Child and its assignees all necessary rights and consents for the full period of copyright (and afterwards so far as possible in perpetuity) to copy, edit and / or use at their sole discretion the production of your contribution to the Programme for any purposes connected with the Programme, the promotion and advertising thereof and all other rights (including all allied and ancillary rights) in the Programme by any means and in any and all media now known or hereafter invented throughout the world and in perpetuity. It will also include participation in any spin off series and content made as a derivative of the Programme, such as web or additional filming.
21. Tuesday's Child's decision regarding selection of Participants for the Programme is entirely at its discretion and cannot be appealed. Tuesday's Child reserves the right at any time and for any reason to change its selection and / or to choose a replacement participant for the Programme.
22. Participants must be able to commit to all filming days abroad and as required. Filming days, including extra days abroad, are currently scheduled to take place from Thursday 26th Oct 2023 – Monday 20th November 2023. Participants will be kept updated by Tuesday's Child of the dates and times they are required. This could extend or diminish at the discretion of the production team due to any unforeseen circumstances at any given moment.
23. Participants need to ensure that they will be available for the filming period advised to them by Tuesday's Child. If Participants are working, getting permission to be off work for that period, or are in receipt of benefits, clearing their involvement with for example their local employment office, is entirely the Participant's responsibility.
24. Tuesday's Child cannot pay the Participants for taking part in the Programme. All reasonable expenses will be paid for by Tuesday's Child only if agreed beforehand by Tuesday's Child in writing.

25. Tuesday's Child is under no obligation to make or broadcast the Programme or use the Participants contribution in the Programme.

Publicity

26. The Network's press office will control all press and publicity relating to the Programme and each Applicant and/or Participant warrants and agrees that they shall not undertake any press, publicity, or other discussions with any third party in connection with the application process or appearance in the Programme. Any enquiries from the press regarding the Participants and/or Applicants contribution must be referred to the Network's press office via Tuesday's Child.

27. Tuesday's Child reserves the right to seek and issue publicity on behalf of Applicants and/or Participants.

Confidentiality

The Programme may contain confidential information of the Network's, Tuesday's Child, and others. "Confidential information" includes all information available through the application process through to filming of the Programme, that is not already a matter of public knowledge.

28. The Applicants and/or Participants must not disclose any information concerning the Programme or their participation to any other person or company, whether by means of discussion, letter, press photograph, television interviews, publication, social networking (including but not limited to; Facebook, Twitter, Instagram, TikTok, Vine and LinkedIn), or by any other means now known or hereafter invented without the prior written consent of Tuesday's Child.

29. The Applicant agrees to hold all Confidential Information in confidence, and you agree to protect the Confidential Information using the same degree of care to prevent the unauthorised use, dissemination, or publication of the Confidential Information as you use to protect your own confidential information but in no event less than a reasonable degree of care.

Privacy

Tuesday's Child is committed to safeguarding and protecting your Personal Data. Please refer to our [Tuesdays Child Privacy Statement](#) for information on how we collect, use, disclose, and secure your Personal Data.

Below is a brief summary of how your Personal Data will be processed.

B/ I understand the Company will be processing the Personal Data I provided/gave access to including that contained in this form, related to and contained in my Contribution (a) to produce, promote, distribute and otherwise exploit the Program in any media formats worldwide; (b) for compliance or legal obligations and (c) where necessary for medical reason for assessing my capacity to provide my Contribution in respect of this Contract. I acknowledge that the Company will need to share my Personal Data with Co-producers, Affiliates, Group Companies, Commissioner, Broadcaster, Distributors, Professional advisors, Financiers.

C/ I accept that where I have provided or given access to "Special Category Data" as part of my Contribution (being any information relating to racial, ethnic, political opinions or religious belief, trade union membership, physical or mental health matter, sexual orientation, genetic and biometric data) the Company will or may use this in the Program or for the purposes referred to in this Agreement.

D/ I expressly acknowledge that for the purposes of the General Data Protection Regulation (GDPR) (i) the Program has substantial public and commercial interest (ii) this written contract together with the Privacy Notice and the Company's Privacy Policy documents the lawful basis upon which the Company shall process my Personal Data, and (iii) the legal bases for the processing referred to in this Agreement for the purposes of GDPR are any of the following: (a) as referred to in Section D(i); (b) it is a legitimate interest of the Company and the third parties referred to above, being the making and commercial exploitation, distribution and promotion of the Program and my Contribution, for my Personal Data to be processed in accordance with this Agreement which is not overridden by my interests, rights and freedoms; (c) the processing is necessary for the performance of this Agreement and (d) for the processing referred to in Section B above, the Company and/or the above referred to third parties will need to process my Personal Data to comply with their legal obligations; (d) where documented that the Program (incorporating my Contribution) may exist and/or be archived as a record of my capacity and for the purposes of historical/public interest.

Eligibility

30. All applications shall be considered equally.

(i) You must hold a passport which is valid until at least April 2024, and you must be eligible to travel to the Programme destination we specify. You also agree to notify us immediately of any change to your passport or travel status.

31. Short-listed Applicants agree that Tuesday's Child and the Network may conduct background checks to confirm information supplied on their application form.

32. Short-listed Applicants agree that Tuesday's Child and the Network" may conduct psychological assessments, and medical checks, including access to medical records on request.

33. Each Applicant warrants that they are 18 years old and over at the time of application entry.

34. The following persons are not eligible to apply:

(i) Employees, officers, directors and/or agents of the Network and Tuesday's Child and any subsidiaries, assignees, or licensees.

(ii) Any member of the immediate family (including any live-in partner) of any person described in (i) above.

COVID

35. I accept and understand and agree that notwithstanding that the production will take every possible precaution within all government and Health and Safety guidelines to prevent infection resulting from the Coronavirus, Tuesday's Child Television Ltd does not accept liability for illness or any other loss resulting from the Coronavirus and I hold harmless Tuesday's Child Television Ltd in this regard. In addition, if I contract Coronavirus, or display any symptoms of Coronavirus, or come into contact with anyone with Coronavirus or displaying symptoms of Coronavirus I will inform Tuesday's Child immediately and I may not be able to take part in the Programme.

OTHER

It is intended that there will be a prize (“Prize”) awarded as part of the Programme for the successful Participant(s). All participants will be required to sign a Contributor Agreement which will include the rules of the Programme including rules relating to any Prize which may be awarded. Tuesday’s Child will be permitted to amend the rules of the Programme including the rules specifically relating to the Prize at its sole discretion at any time. No Prizes will be awarded as a result of improper actions by any Participant or if a Participant is in breach of any rules or terms and conditions relating to the Programme.

CHANGES

We may update these Terms & Conditions and change or discontinue all or any part of the Programme at any time. We may also suspend or terminate your access to the Programme at any time without notice to you. If you continue to take part in either the casting process or the Programme after we have posted updated Terms & Conditions, you agree to be bound by the updated Terms & Conditions. You may cancel your participation at any time by sending an email to us at info@tuesdayschild.tv

I confirm I have read and understood the above Terms and Conditions and will adhere to the contents. (Insert tick box)