

THE VOICE AFRICA SEASON 1

2022/2023

ELIGIBILITY CRITERIA

1. Age:

In order to apply for the Contest, you must be at least 18 (Eighteen year) years of age on 21st October 2022 (“the Minimum Age”).

All Applicants who meet the Minimum Age, including persons who are significantly older than the Minimum Age are welcome and encouraged to apply.

All Applicants who do not meet the age of 18 (eighteen) years as of 21st October 2022 (“ Applicants who are Minor”) must ask their parent/ legal guardian to complete the Parental Consent attached to the Release Form (see Clause 16 below).

Minor Applicants who are invited to attend a Call-Back and are still under 18 (eighteen) years of age at the date the Minor Applicant attends the Call-Back, must fulfil the same obligations in relation to the Release Form for the Call-Back.

Minor Applicants must bring along their signed Release Form to the Open/ Call-Back Audition together with a signed Parental Consent.

Each such Parental Consent must be signed by the parent/ legal guardian of the Minor Applicant and submitted by the Minor Applicant to the Producer.

The Producer has the right at any stage to check the validity of any Parental Consent required or submitted hereunder and/or to require proof from the Participant of his/ her eligibility to work in the participating countries (“Work Eligibility”).

Should any Applicant/ Participant fail to produce satisfactory evidence of Parental Consent or Work Eligibility or be found to have produced a Parental Consent or proof of Work Eligibility which is faked or invalidly executed, the Producer may in its absolute discretion refuse the Applicant entry into the Open Auditions or at any time disqualify the Applicant/ Participant from the Contest.

2. Domicile:

You must have the right to live and work in the participating countries and be able to demonstrate that you have this right on request by the Producer at any time and you agree to notify the Producer immediately of any change in such status or entitlements.

3. Impropriety:

You may not be eligible to enter the Contest if you or any of your close family members (spouse, ex-spouse, parents, siblings, children or step-children) or co-habiting partner are/is (i) an employee of any of Fame Studios, The Voice Companies & Airtel Telecommunications Companies ; or (ii) substantively involved with the development, production, distribution or other exploitation of the Programme or the Contest and such connection (as set out in sub-clauses (i) – (ii) above), would in the opinion of the Producer, in its absolute discretion, create the appearance of impropriety or unfair advantage with regard to the Contest. You are obliged to disclose any such connections in the Questionnaire (see Clause 16 below).

4. Health:

You understand and acknowledge that the Contest may be physically and mentally demanding and that you will need to be in a sufficiently robust state of physical and mental health in order to participate.

All Applicants who believe they meet this criterion, including people with disabilities, are welcome and encouraged to apply. If you are selected as a Participant in the Contest, you may be required to undergo a medical examination by a qualified medical professional selected and paid for by the Producer, in order to confirm that you meet all physical and psychological requirements.

5. Contractual Arrangements:

You must be able to demonstrate that from the time you are selected as a Participant in the Contest you are not bound by or subject to any type of contract which would prevent you from fully participating in the Programme or from entering into a recording

agreement with ITV Global and that no such contract will come into force during your participation in the Contest and/or Programme.

You will be asked as part of the Application process to make a full disclosure of the existence of all contractual arrangements relating to your talents (for example a recording, artist management, agent representation, merchandising or publishing deal) which you have previously entered into or may come into force on or at any point after the date of Application.

The existence of any such contractual arrangement shall not necessarily preclude your participation in the Programme. However, the Producer reserves the right in full and proper consultation with the Broadcaster and ITV to refuse entry into or disqualify any Applicant from the Contest, if the Producer determines in its absolute discretion that any such contractual arrangement might prevent the Applicant from participating in the Programme or entering into the Recording Agreement.

6. Criminal Record:

When requested by the Producer, you must disclose details of any criminal convictions and/or unspent convictions other than driving offences which have not resulted in a ban or a more serious sentence. If selected as a Participant in the Programme, you shall notify the Producers immediately if there are any criminal charges which have been brought or are threatened to be brought against you on or after the date of your Application or if any information you provide in your Application becomes inaccurate between the date of your Application and the transmission of the final episode of the Programme.

All Applicants who are selected for the Participation Stage of the Contest may also be subject to the appropriate background checks.

7. Ability to Travel/ Expenses:

If as a result of your application you are selected as a Participant in the in-country Open auditions, you will be responsible for your transportation, feeding and accommodation for that participating stage

If you are successful and move to the next stages of the contest (Blinds, Battles, Knockout & Lives) billed to take place in Nigeria, pre-approved economy travel, feeding and accommodation will be provided for you by the Producers of the show.

You may choose to travel with one friend or family member to Nigeria, in which case you will be responsible for their travel, feeding and accommodation

You must be willing to travel for the relevant stages of the Contest as notified to you by the Producer

You must have;

A valid International Passport

Travel Visa

All relevant vaccinations i.e Yellow Fever, Corona Virus vaccine etc

You will be notified of the locations for each stage of the Contest as soon as reasonably practicable. including without limitation travel, subsistence and accommodation.

The Producer reserves the right to change the date and location of any stage of the Contest at its discretion but will endeavour to inform you of any such change as soon as reasonably practicable.

8. Changes:

The Eligibility Criteria may be amended, revised or changed at any time and in any fashion in the Producer's sole discretion.

OTHER TERMS AND CONDITIONS

9. Process:

Applications can be made online at www.thevoice.africa ("the Website"). Applicants can use the Website to access information relating to the Open Auditions. Applicants who successfully complete the Application process, will receive an invitation to an Open Audition.

If for any reason after having submitted your Application, you do not receive an invitation to an Open Audition, or if you are experiencing a problem with uploading your Application, please contact enquiries@thevoice.africa

Whilst we intend to ensure the Application process works as efficiently as possible, we do not accept any liability for any failure to receive or process your application or to invite Applicants to an Open Audition.

10. Purpose:

You agree to use the Website only in accordance with the purpose and instructions set out on the Website and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, lend, hire, rent, perform, sub-license, make available to the public, create derivative works from, broadcast, distribute, commercially exploit or transmit the Website including without limitation your Application or any other information or material submitted by you or any other Applicant via the Website.

In addition, you agree not to disrupt or try to disrupt the Website or to use the Website to distribute viruses or other harmful programs, or to use the Website to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to the Website by others.

11. Application Close Date:

The Producer reserves the right to suspend the Application process at any time, but in any event, Applications made with reference to on-line submissions will close by Midnight on November 10th 2022 (“Close Date”). Any Applications not received by the Close Date for this series may be considered for the next series and/or as reserves. Whilst we will make every effort to ensure that all Applicants receive an invitation to attend an Open Audition, we do not guarantee that every Applicant will receive such an invitation or an audition or participate in the Programme and/or Contest.

12. Service:

The Application function on the Website and any related service (collectively “the Service”) is provided on an 'as is' and 'as available' basis. We do not guarantee that the Service will operate efficiently or be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. The Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Service is suspended, discontinued, modified or changed in any way.

13. Copyright:

All copyright, trademarks and other intellectual property rights in the Website are vested in the Producer or its licensees. Nothing set out in these terms and conditions shall be construed as granting any licence of any copyright, trademarks or other intellectual property to you or any third party. By uploading your Application, you grant to the Producer and its licensees' permission to use, edit and modify the information in the Application, subject to Clause 20 below, for the purpose of processing your Application.

14. Liability:

You are solely responsible for paying all expenses you may incur when you access or use the Website including without limitation your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and facilities you need to connect to and use the Website. Neither the Producer nor its licensees is responsible if your own equipment or software is not compatible with the Website. Without limiting the generality of the foregoing, neither the Producer nor its licensees accept any liability for:

- a. any damage to your computer or software or for any loss of data that results from your use of the Website;
- b. any technical failure, malfunction, suspension and/or any termination of the Service or Website which may result in any Application not being properly received or recorded or any alleged loss of opportunity or future earnings which might result therefrom;

- c. any claims brought against you by a third party; and/or
- d. any indirect, special or consequential loss or damage arising from your Application, the use of the Service and/ or the Website, including, without limitation loss of profits, loss of data, loss of anticipated earnings and loss of contract, however caused."

15. Producer's Decision:

The Producer shall have the right to refuse entry into the in-country Open-Auditions or disqualify any Applicant/ Participant who in their absolute discretion fails to satisfy any of the Eligibility Criteria or is otherwise in breach of these Application Terms and Conditions. The decision as to which Applicants will be selected and/ or invited to attend any stage of the Contest (and the time and location of any stage of the Contest, including without limitation the Open Auditions and Call-Backs) shall be in the sole discretion of the Producer whose decision in all matters relating to the Contest will be final and binding. The Producer reserves the right at any point after an application has been received to remove or disqualify an Applicant/ Participant at its discretion from the Contest.

16. Audition Release Forms/Questionnaire:

In the event that you attend an Open Audition or Call-Back you will be required to sign a release form ("the Release Form"), whereby you will grant all consents necessary for the Producer to film and record such audition and to use recordings featuring your image and/or voice in connection with the Programme and/or ancillary rights in the Programme and to exploit the same in all media throughout the world in perpetuity without the need for payment to you.

A Release Form will be sent to you when we invite you to attend an Open Audition or Call-Back Audition. When you are invited to an Open Audition, you will also receive a questionnaire ("the Questionnaire") and certain other information relating to your attendance at the Open Audition ("Additional Information"). You must read through the Release Form, Questionnaire and Additional Information before you attend the Audition, and ensure that you understand the content of any documents you are required to

complete/ sign, before completing/ signing them. You hereby acknowledge that you understand terms and conditions of the Release Form and the style, nature and format of the Programme and that we reserve the right to exploit all Auditions whether successful or unsuccessful in any and all media.

Applicants attending an Open Audition and/ or Call-Back Audition are requested to print off, complete and sign Release Form and the Questionnaire and submit these to the Producer at the Open Audition/ Call-Backs. Minor Applicants will in addition be required to obtain a Parental Consent confirming the consent of their parent(s)/ legal guardian(s) to (i) the Release Form for the Open Audition covering the terms of the Minor Applicant's participation in the Open Audition and the Application Terms and Conditions and (ii) if selected for a Call-Back, the Release Form for the Call-Back Auditions covering the terms of the Minor Applicant's participation in the Call-Back Auditions.

17. Programme Contract:

Should you be selected subsequent from the Open – Auditions to take part in the Blind Auditions you will be required to sign a further contract with the Producer setting out the terms and conditions of your participation in the Programme (“the Programme Contract”). Such Programme Contract will incorporate inter alia the rules and regulations for the Contest and Programme as determined by the Producer (“the Rules”). You agree to abide by the Programme Contract and the Rules and acknowledge the Producer's right to change the Rules verbally or in writing at any time in its sole discretion.

18. Truthful Information:

You hereby warrant in submitting your Application that you have read, understand and satisfy the Eligibility Criteria and that all personal details and/or information given as part of the Application process (whether in the Application, Release Forms, the Questionnaire and/ or otherwise) are truthful, accurate and in no way misleading and the Producer reserves the right to disqualify you if you have supplied untruthful, inaccurate or misleading personal details and/or information, have

failed to abide by the Eligibility Criteria or Rules and/or are in breach of any of the terms hereof.

19. Confidentiality:

You will not without the Producer's prior written consent disclose or publish in any medium whatsoever (including without limitation on Facebook, Twitter, Instagram, Tik Tok, You tube Shorts or other social networking sites) or discuss with any third party any information which may come to your attention relating to the Programme, the Producer, the production team, the Broadcaster or any Participants in the Programme, or your Application or potential involvement in the Programme, other than the fact of your Application or where such information is already in the public domain.

20. Data Protection:

We operate a data protection policy and will carry out our obligations in this respect. The information you provide about yourself on the Application, the Release Forms, the Questionnaire and/or otherwise as part of the Application procedure will be used by the Producer to assess whether or not to select you as a Participant in the Programme. If you are successful, any of this information which is not of a sensitive nature may be used in connection with the production and promotion of the Programme.

By submitting this Application, you consent to any information you provide, including without limitation any sensitive personal information, being used for these purposes. We may use the information you provide to verify your age and identity and to carry out background checks with law enforcement and government agencies. We may share your information with the Voice Companies as part of the selection process and in connection with the production and promotion of the Programme. If you have any questions regarding our use of your personal information or if you would like to update your information because your details have changed, please contact

enquiries@thevoice.africa

"21. Changes:

The Application Terms and Conditions may be amended, revised or changed at any time and in any fashion in the Producer's sole discretion."