

Terms and Conditions (“Terms”)

1. These Terms relate to your application to participate in a talent search (the “Search”) organised by Modest Management Limited (the ‘Company’).
2. By making your application, you will be deemed to have read and understood these Terms and you agree to be bound by them.
3. The Company currently envisages that the Search will run from 4th October 2021 and close on 28th February 2022. Applications received after the Search has closed will not be valid for entry into the Search. Applications that are incomplete or late or those not in accordance with all entry instructions are invalid.
4. You acknowledge that the Company reserves the right to amend these Terms (including without limitation verbally) or terminate the Search at any time without liability to you. The Company’s decision shall be final.
5. The completion of an application does not guarantee that you will receive an audition (“Audition”). The Company will endeavour to reply to all applicants, but cannot guarantee a response.

Eligibility

6. If you are under 18 years of age you must get the permission of your parents or legal guardians before applying and one of your parents or a legal guardian must complete the [Parental Consent form](#) before you attend the Audition.
7. If you are under 18 years of age and you are invited to Audition, you must be accompanied by a parent or legal guardian at the Audition.
8. If you are applying on behalf of a group you must ensure that you have the consent of all members of the group, and if any member of the group is under the age of 18 then that group member must also ensure that they have the consent of a parent or legal guardian and that parent or guardian must also complete the [Parental Consent form](#) before you attend the Audition.
9. You must have the right to live and work in the UK, Channel Islands, Isle of Man or Republic of Ireland and you agree to notify the Company immediately of any change in your immigration status.

Method of Entry

10. Your application should be sent by email to talent@modestmanagement.com Your email should contain the following information:
 - Your full name(s);
 - Your date(s) of birth;
 - Your contact phone number(s) and email address(es);
 - A passport-style photograph of your true likeness (or in the case of a group, a passport-style photograph of each member of the group);
 - One recording (either audio or video) of a song you have performed (“Recording”); and
 - Any other information required by these Terms (including pursuant to paragraphs 23 and 26 below).
11. Each application is subject to approval by the Company in its absolute discretion.

12. Any application that is deemed as offensive, inappropriate, obscene, unlawful or which contains otherwise objectionable content or information will be declared invalid.
13. The Company accepts no liability for applications not successfully completed due to a technical fault (e.g. technical malfunction, computer hardware or software failure, satellite, network or server failure, network incompatibility) of any kind. The Company accepts no responsibility for any entries which are not completed for any reason.
14. Where a completed Parental Consent form is required in accordance with paragraphs 6 and 8 above, you may submit the Parental Consent form after your initial application. However, if the Company does not receive the completed Parental Consent form prior to the date of your first Audition (if any), then you will not be permitted to attend the Audition and your application will be declared invalid. Failure to complete a Parental Consent form in respect of one member of a group will invalidate the application for the entire group.

The Audition(s)

15. The Company will organise Auditions to take place on dates and at venues to be chosen by the Company in its sole discretion.
16. You will be responsible for all your expenses (including travel expenses) related to any Audition.
17. You shall not be permitted to film, take photographs or otherwise make recordings at any Audition unless agreed in writing in advance by the Company.
18. In the unlikely event an Audition is cancelled for any reason or if you are unable to attend an Audition, alternative Audition dates may be offered at the Company's sole discretion.
19. The Company shall not be liable to you for any loss or damage or injury to you or your property caused or suffered in connection with the Search, any Audition or any advice given to you by the Company or its employees, servants, or contractors unless caused by the negligence of the Company and recoverable on that ground.

Consent

20. In the event that you are invited to attend an Audition you hereby irrevocably grant all consents necessary for the Company to film and record all or part of your participation in any Audition (the "Contribution").

Intellectual Property Rights

21. You agree that all rights including but not limited to the copyright (if any) and all other rights in the Recording and, in the event that the Company films or otherwise records your Contribution, the Contribution shall vest in and are hereby assigned to the Company worldwide in perpetuity. You agree that if required by the Company, you shall execute any such document as may be necessary to evidence or secure to the Company the rights granted under this paragraph.
22. You agree to indemnify the Company against any losses the Company incurs as a result of any content you provide which infringes a third party's intellectual property rights.

Management

23. You warrant that you will notify the Company immediately if you have entered into any commercial, sponsorship or other agreement or arrangement with any person, firm or company in respect of your musical, musical writing and/or performing abilities or your activities in the entertainment industry generally.
24. You agree to give the Company the exclusive option to enter into an exclusive worldwide management agreement with you on the Company's standard terms in respect your career in the entertainment industry ("Management Agreement"). Such option shall be exercisable by the Company at any time following the date of your first Audition and must be exercised by the Company (if at all) within a 12-month period following the date of your first Audition. In order to enable you to enter into the Management Agreement an independent legal advisor shall be made available, at no cost to you, in connection with the review, negotiation and execution thereof. You agree not to unreasonably withhold or delay your approval and execution of the Management Agreement.

Miscellaneous

25. You warrant that you have given a full and honest disclosure of all information requested by the Company concerning your application and any information that may affect the Audition, your Contribution or the Company, even if it could be construed as detrimental to your application.
26. You must disclose to the Company details of any unspent convictions other than driving offences which have not resulted in a ban or more serious sentence. You shall notify the Company immediately if there are any unspent criminal charges brought against you or if any information you provide in your application becomes inaccurate between now and any Audition date.
27. The Company reserves the right to verify all applications including but not limited to asking for addresses and identity details and to declare any application invalid where there are reasonable grounds to believe there has been a breach of these Terms. The Company shall be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation this paragraph.
28. You will not without the Company's prior written consent disclose, publish or discuss with any third party (excluding your professional advisors) any information relating to the Search, the Company, its business, or any Audition, and you shall keep all such information strictly confidential. This includes, but is not limited to, posting content on social media websites and applications.
29. Data protection – the Company takes your privacy very seriously and is committed to ensuring that your information is secure. The information you provide about yourself as part of your application will be used by the Company to assess whether or not to select you for an Audition. This information will not be used for any other purpose.
30. If any one or more of the provisions of these Terms shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
31. Any reference herein to the Company shall be deemed to include its associated companies, employees, officers, servants and agents.
32. These Terms governed by the laws of England and Wales whose courts shall have exclusive jurisdiction.