



# Australia's Got Talent Series 4

## Application form

Office use only

Thank you for applying to be a contestant in the television program provisionally entitled "AUSTRALIA'S GOT TALENT – Series 4" (Program).

**(ALL participants must individually complete and sign an Application Form. Each "act" will be allocated an identification number at registration.)**

FULL NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ SEX (select one):  
(If you are under 18 years of age then this application form must also be signed by a Parent or Legal Guardian)

ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ARE YOU AN AUSTRALIAN CITIZEN:

IF NO, ARE YOU A PERMANENT RESIDENT:

STAGE OR GROUP NAME (if applicable): \_\_\_\_\_

PLEASE LIST NAMES OF ALL PERFORMERS IN YOUR ACT AND THEIR ROLES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENT'S NAME (if applicable): \_\_\_\_\_ TEL.: \_\_\_\_\_

MANAGER'S NAME (if applicable): \_\_\_\_\_ TEL.: \_\_\_\_\_

TALENT CATEGORY (tick all that apply to your act):

SINGER:      MUSICIAN:      DANCER:      MAGICIAN:      ANIMAL ACT:  
JUGGLER:      ACROBAT:      COMEDIAN:      OTHER (please explain): \_\_\_\_\_

**1. WHAT MAKES YOU AUSTRALIA'S NEXT TOP TALENT?**

**2. WHO IN YOUR LIFE IS MOST PROUD OF YOUR ACHIEVEMENTS AND WHY:**

**3. PLEASE DESCRIBE A MAJOR EVENT THAT HAS AFFECTED YOUR LIFE:**

**4. HOW DID HEAR ABOUT THE AUDITION?**

**5. PLEASE BRIEFLY DESCRIBE YOUR ACT:**

**6. WHY SHOULD WE PICK YOU? (Include why you think your act is special or unique)**

**7. WHAT INSPIRED YOU TO START PERFORMING YOUR ACT?**

**8. ARE THERE ANY ASPECTS OF YOUR ACT THAT WOULD REQUIRE A SAFETY SUPERVISOR TO ASSESS YOUR ACT? THIS INCLUDES ALL AERIAL AND FIRE SHOWS.**

**9. ARE YOU USING ANIMALS IN YOUR ACT ARE AND ARE YOU AWARE OF ANY TRANSPORTING PROBLEMS THAT MAY OCCUR. ALSO ARE YOU AWARE OF ALL INTERSTATE QUARANTINE LAWS.**

**10. IF YOU ARE PLAYING AN INSTRUMENT PLEASE LIST THE TITLE & COMPOSER/ARTIST OF EACH SONG IN YOUR ACT: (if applicable)**

**11. IF YOU ARE PERFORMING TO RECORDED MUSIC, PLEASE LIST THE TITLE, COMPOSER/ARTIST, & RECORDING LABEL OF EACH RECORDING:**

**12. IF YOU ARE LUCKY ENOUGH TO GET THROUGH TO THE SEMI FINALS AND GRAND FINAL OF AUSTRALIA'S GOT TALENT – SERIES 4, DO YOU HAVE VARIATIONS OF YOUR ACT TO SUSTAIN THREE (3) DIFFERENT PERFORMANCES?**

Please give us an idea:

2<sup>nd</sup> APPEARANCE:

3<sup>rd</sup> APPEARANCE:

**13. PLEASE LIST OTHER MUSIC TRACKS YOU WOULD LIKE TO PERFORM TO:**

**14. HAVE YOU EVER BEEN EMPLOYED AS A MODEL OR SPOKESPERSON FOR ANY PRODUCTS OF ENTITIES? IF YES, WHERE? (If none, please state none in the space below):**

**15. PLEASE DESCRIBE ANY TELEVISION APPEARANCES THAT YOU HAVE HAD IN THE LAST TWO YEARS. (If none, please state none in the space below):**

**16. LIST THE TV CONTESTS, GAME OR REALITY SHOWS FOR WHICH YOU HAVE APPLIED TO BE A CONTESTANT IN THE LAST 2 YEARS. (If none, please state none in the space below):**

**17. HAVE YOU EVER PERFORMED ON ANY MUSICAL SOUND RECORDING?**

IF YES, PLEASE GIVE DETAILS:

**18. HAVE YOU EVER HAD A RECORDING, SONGWRITING, OR AGENCY/MANAGEMENT CONTRACT?**

IF YES, PLEASE LIST BELOW AND FORWARD COPIES TO:

**Australia's Got Talent  
Po Box 901  
Crows Nest NSW 1585**

(IF NONE, PLEASE STATE NONE IN THE SPACE BELOW):

**19. HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENCE? (Other than driving offences)**

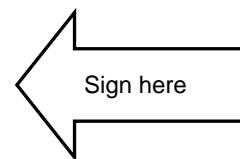
IF YES, PLEASE EXPLAIN

I have read, understand, and agree with the foregoing Application Form and the Guidelines of Entry as well as the Program Terms and Conditions of Entry as attached.

SIGNATURE \_\_\_\_\_

NAME: (Please print) \_\_\_\_\_

DATE: \_\_\_\_\_



**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS,  
THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON MUST ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Application form (**Application**), that I am at least 18 years of age, that I have caused said individual to execute said Application, that I will not instruct, authorise or permit said individual to disaffirm the foregoing Application, and that I will indemnify FremantleMedia against all claims, liabilities and expenses with respect to said Application, and that, knowing of FremantleMedia's reliance hereon, I agree to cause said person to adhere to all of the provisions of said Application. In addition, in consideration for my possible participation in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Application (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation or the participation of my child/ward in the Program and the audition process, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process and the use of my name, voice, likeness, etc.).

SIGNATURE \_\_\_\_\_

NAME: (Please print) \_\_\_\_\_

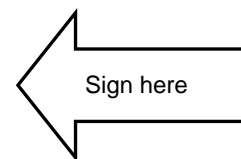
RELATIONSHIP TO MINOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



## **GUIDELINES FOR ENTRY:**

Your entry may be used as part of the television show provisionally entitled, "Australia's Got Talent – Series 4" (**Program**). You may be selected by FremantleMedia Australia Pty Ltd to audition and take part in the Program. Please do not apply unless you understand and agree to the terms and conditions of entry as set out below.

### **Please note:**

1. If your entry includes an audio-visual clip of your performance (with or without others) of your act (**Clip**), you can submit it with this application to FremantleMedia Australia or attend auditions in your home state .

**Fremantle Media Australia Pty Limited  
Australia's Got Talent  
Po Box 901  
Crows Nest NSW 1585**

Please ensure the Clip is:

- a) approximately two (2) minutes in duration; and
- b) if you are sending your entry to FremantleMedia, provide in the following format: (Note that DVDs will not be returned)
  - i. **DVD format – PAL;**
  - ii. **Regional Code: ALL REGIONS.**

You must provide the names, dates of birth and contact details of all persons featured in the Clip or in your act.

### **To audition in person, producers will be in the following states:**

|           |   |
|-----------|---|
| Sydney    | Saturday 6 <sup>th</sup> & Sunday 7 <sup>th</sup> February 2010   |
| Brisbane  | Tuesday 9 <sup>th</sup> February 2010                             |
| Adelaide  | Thursday 11 <sup>th</sup> February 2010                           |
| Melbourne | Saturday 13 <sup>th</sup> & Sunday 14 <sup>th</sup> February 2010 |
| Perth     | Tuesday 16 <sup>th</sup> February 2010                            |

**See: [www.australiasgottalent.com.au](http://www.australiasgottalent.com.au) for location and times.**

2. If you are selected to be part of the Program you must be available to attend the recording session of the Program between the following dates

|              |   |
|--------------|---|
| Heats:       | Wednesday 3 <sup>rd</sup> March, 2010 to Wednesday 17 <sup>th</sup> March, 2010 |
| Semi Finals: | Tuesday 26 <sup>th</sup> April, 2010 to Friday 21 <sup>st</sup> May, 2010       |
| Final:       | Monday 24 <sup>th</sup> May, 2010 to Friday 28 <sup>th</sup> May, 2010          |
| Grand Final  | June 2010 - Dates to be confirmed   |

All dates are subject to change. We will notify you of any such changes.

The location for the recording of the Program is to be confirmed. Therefore if you require air travel from your normal place of residence to attend the Heats/Semi Finals/Final or Grand Final then FremantleMedia Australia will provide each contestant(s) with one return economy class airfare as well as accommodation (room only). All other expenses incurred by the Contestant(s), including travel insurance, will be the sole responsibility of the Contestant(s).

If you are under 18 years of age you must be accompanied by a parent or legal guardian. FremantleMedia Australia will provide the parent or legal guardian with one return economy class airfare as well as shared accommodation with you (room only). All other expenses incurred by the parent or legal guardian, including travel insurance, will be the sole responsibility of the parent or legal guardian.

3. Background police checks may be done on applicants chosen to take part in the Program.

**Please note your application will not be accepted if it is incomplete.**

## **TERMS AND CONDITIONS OF ENTRY**

### **THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS, PRIVACY AND PERSONAL INFORMATION. PLEASE READ THESE TERMS CAREFULLY.**

By completing this application form and delivering it, with or without a Clip, to FremantleMedia Australia Pty Ltd (ABN 42 000 693 292) (**FremantleMedia**) I, the applicant named in this application, have applied to take part in the Program and accept that the terms and conditions contained in this application form create a binding agreement between me and FremantleMedia.

### **ELIGIBILITY REQUIREMENTS**

You must indicate your acceptance of the following eligibility requirements by ticking the box signifying your agreement where indicated if you wish to apply to be considered to take part in the Program.

#### **1. Connection to Program**

Neither I nor any member of my immediate family or anyone living in my household are or have been within the last two (2) years an employee, officer, director or agent of any of the following:

- a) the Seven Network Ltd (ABN 21 052 816 789) (**Seven**), its affiliated or subsidiary entities, or any television station owned and operated by Seven;
- b) FremantleMedia or any of its associated entities;
- c) any person or entity involved in any way in the development, production, distribution or other exploitation of the Program; and
- d) any person or entity supplying prizes or other services to the Program.

In addition, FremantleMedia and Seven reserve the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration or distribution of the Program.

#### **2. Further assurances**

If selected as a participant in the Program I will execute all waivers and release agreements required by FremantleMedia, its licensees, successors or assigns, or any person authorised by FremantleMedia.

#### **3. Availability**

I will be available to the production for the approximate dates specified and I am willing to travel to various locations as part of production of the Program.

#### **4. Warranties**

- a) In the event I have provided a Clip with my entry, I warrant to FremantleMedia that:
  - i. the Clip, complies with these terms and conditions;
  - ii. the rights (including the intellectual property rights) in the Clip have not been, and will not be assigned or licensed to any party other than FremantleMedia;
  - iii. I am entitled to exploit and reproduce all of the underlying works in the Clip by including these in the Clip;
  - iv. all the performers in the Clip have consented in writing to the use of their performances in the Clip;
  - v. I consent and I have obtained the consent of all persons featured in the Clip, to their work being edited, altered and/or reproduced, in any manner or context, by FremantleMedia, its successors and assigns, or any person authorised by FremantleMedia (**Moral Rights Consents**);
  - vi. I am entitled to grant to FremantleMedia permission to make use of every right referred to in clause 5 and the use or exploitation of the Clip as contemplated by these terms and conditions will not infringe the rights (including copyright) of any third party; and
  - vii. I have obtained the consent of all persons featured in the Clip, and/or who will otherwise be part of my act in the event I secure an audition for the Program, to submit this entry in accordance with these terms and conditions,

further, I warrant to FremantleMedia that all details in this application form are true and correct, and I indemnify FremantleMedia against any and all claims and demands made against FremantleMedia in relation to the warranties I have provided in this clause 5(a) of this application form.

- b) I agree:
  - i. to be bound by these terms and conditions of entry;
  - ii. that I will abide by the rules, regulations, terms and conditions (**Rules**) of the Program and any interview, auditioning process, event, activity, promotion or publicity in connection with the Program as devised from time to time by FremantleMedia, or any party authorised by FremantleMedia, and I will accept the decision of FremantleMedia as final;
  - iii. that my sole remedy for any breach of these terms and conditions is an action at law for damages (if any), and that I do not have the right to rescind this agreement or to revoke any of the rights granted under this agreement or to seek or obtain injunctive or other equitable relief restricting or delaying the production, exhibition or exploitation of the Program. I agree that this provision fundamental to this agreement; and
  - iv. to do such acts and sign, or cause to be signed, such instruments as FremantleMedia may reasonably request for the purposes of this agreement.
- c) I acknowledge that:

- i. FremantleMedia reserves the right, exercisable at any time at its sole discretion, to disqualify me from the auditioning process or from taking part in the Program if I at any stage supply untruthful, inaccurate or misleading personal details or information, break the Rules or otherwise breach these terms and conditions. Accordingly, in the event I am selected to audition for or take part in the Program, I understand that if any of the information in this application is found to be false or incomplete this will be grounds for dismissal or disqualification from the Program;
  - ii. FremantleMedia has no obligation to audition me and/or select me as a participant for the Program;
  - iii. all decisions by FremantleMedia concerning selection of the participants is final and not subject to challenge or appeal; and
  - iv. FremantleMedia has no obligation to return any materials (including the Clip) submitted by me as part of this application whether or not I am selected as a participant.
- d) I authorise FremantleMedia, its successors or assigns, or any person authorised by FremantleMedia to:
- i. do any and all acts comprised in the Moral Rights Consents; and
  - ii. use my name and likeness in connection with the Program.

## 5. **Licence**

- a) Subject to clauses 5(b) and 5(c), in consideration of FremantleMedia or any person authorised by FremantleMedia, reviewing the Clip for the purpose of selecting participants to take part in the Program, I grant to FremantleMedia an irrevocable, royalty-free, non exclusive licence to reproduce, adapt, communicate to the public and perform the Clip in any and all media whether now known or subsequently invented, throughout the world, in all languages in perpetuity.
- b) In the event the Clip is a professional show-reel, as that term is generally understood within the Australian entertainment industry, the licence granted to FremantleMedia under clause 5(a) will be for the purpose of selecting applicants to audition for the Program only. For the avoidance of doubt, the Clips contemplated by this clause 5(b) may not be included in the Program.
- c) In the event Fremantle, or any person authorised by Fremantle, selects participants from footage it has sourced from public sites, including but not limited to, youtube and/or myspace, such footage will be used for the purpose of selecting participants to audition for the Program only. For the avoidance of doubt, the footage contemplated by this clause 5(c) may not be included in the Program.

## 6. **Privacy authorisation and consent**

I consent to FremantleMedia collecting the personal information provided by me in or in connection with this application. Further, I consent to FremantleMedia, its successors and assigns, or any person authorised by FremantleMedia using this personal information for the purpose of selecting applicants for auditions and/or as participants in the Program and in the production of the Program. I consent to FremantleMedia sharing this personal information with Yahoo!7 Pty Ltd (ABN 60 089 187 100) (**Yahoo!7**) and Seven for these purposes. I acknowledge and accept that FremantleMedia and Seven may retain this personal information as part of a record of persons who have applied to be participants in the Program for the period of time that the Program is being produced, broadcast (including any repeats) and distributed and that they may use this personal information to contact me to inquire whether I wish to participate in the Program or other television programs produced by FremantleMedia and/or Seven. I consent to any personal information contained in the Program being used and retained indefinitely as part of that Program by FremantleMedia or any persons authorised by FremantleMedia. I understand that If the details provided by me in or in connection with the application change or if I want to access or update the personal information held about me, that I may contact FremantleMedia on +61 2 94340666. If I am not selected as a participant for a program, I understand the personal information relating to me will be held for a maximum period of 5 years. After 5 years, the personal information will be destroyed or de-identified in a secure manner. For further information on FremantleMedia's privacy policy, please contact FremantleMedia's privacy officer on +61 2 94340666

## 7. **Jurisdiction and enforceability**

- a) If any clause or part of this agreement shall for any reason be properly adjudged by any court or other legal and/ or competent authority to be invalid, illegal or unenforceable in any respect the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- b) The Courts of New South Wales shall have sole jurisdiction in relation to the terms and conditions of this agreement, which shall be interpreted according to the laws of New South Wales.

## 8. **Miscellaneous**

- a) FremantleMedia may assign or license its interest under this agreement.
- b) Where any party comprises more than one person, a reference to that party includes each and every person severally and all such persons jointly.
- c) A reference to a person includes a body corporate.
- d) The singular includes the plural and vice versa.
- e) Includes and including are not words of limitation.
- f) The words and expressions used in this agreement have the meanings given to them in the Copyright Act 1968 (Cth) unless expressly stated to the contrary in this agreement.