



## Terms and Conditions of the GCGT Competition – Season 7

### 1. INTERPRETATION:

In this terms and conditions, reference to:

- a) **'Affiliates'** means GCGT Academy, Excel Record Label Company, RCCG City of David parish and all its ventures;
- b) **"Anchor Sponsor"** means The How Foundation
- c) **'Applicant'** means an individual who completed an application form for the Season 7 Competition;
- d) **'Beneficiary'** means a Winner who receives money from the GCGT Trust;
- e) **'Contestant'** means an individual/ group (maximum of four) who completed an application form and participates in the Competition;
- f) **"Competition"** means GCGT Season 7 talent Competition where stated alone, however previous Competitions will mean past seasons of the GCGT Competition
- g) **'Executive Producer'** means GCGT Trust;
- h) **'GCGT Trust'** means a charitable Trust set up to manage the disbursement of Prize money for the beneficiaries in accordance with the vision of the Competition;
- i) **'Organizers'** means GCGT Trust or its affiliates;
- j) **'Idea Owner'** means RCCG City of David/GCGT Trust, the owner of the concept/idea, who created and owns the initiative, nurtured/promoted and owns the GCGT concept in all other countries where GCGT competitions hold;
- k) **'Prize'** means the award given to the Winner(s) in the Competition. This may include Prize money, product and services offered by sponsoring third party companies;
- l) **'Prize Money'** means the cash component of the Prize awarded to the Winner(s) in the Competition;
- m) **'Producers'** means GCGT Trust, LIVESPOT and OHTV (**together the "Producer"**)
- n) **'Website'** means the webpage operated by the Organizers for the Competition;
- o) **'Winner'** means the successful finalist(s) in the Competition noted for outstanding achievement in his talent.

## 2. INTRODUCTION

You are applying to be considered as a Contestant in the Competition titled “God’s Children Great Talent Season 7 (the “Competition”) which the Organizers intend to be filmed for a series of television programmes. The information given in your application form may be used in the programme should you be selected to audition.

- a) God’s Children Great Talent (“GCGT”) is an initiative of the City of David Parish of the Redeemed Christian Church of God, aimed at recognizing and celebrating talents in young Christians between the ages of 5 and 20. GCGT Trust does this through the Competition, which is a Christian Reality Talent Quest in which Contestants express themselves and showcase their talent.
- b) The Talent categories which are classified under the Performing Arts include:
  - Vocal – Singing, Rap, Spoken Word, Comedy
  - Instrumentation – Keyboard, Violin, Guitar, Drums, Saxophone/Trumpet/Clarinet
  - Dance

All Contestants must indicate a primary talent but can be multi-talented as long as all talents can be performed and combined together within the stipulated timeframe apportioned to the contestant(s).

- c) All expressions of talents and performances must be based on Christian and inspirational content. Any song/dance/drama/act/ performance or work of art that promotes promiscuity will be disqualified.
- d) All Contestants must share the same beliefs as the Organizers and must attest to sharing GCGT’s beliefs as listed below. At GCGT;
  - i. We believe in the Trinity; God the Father, God, the Son and God, the Holy Spirit.
  - ii. We believe that God sent His Son, Jesus Christ to die for our sins.
  - iii. We believe that Jesus Christ rose from the dead on the third day and ascended to Heaven.
  - iv. We believe that He is coming back to take us with him.
  - v. We believe that we must all be born again to enter into the kingdom of God.
  - vi. We believe in baptism by immersion and the baptism of the Holy Ghost.

### **3. ELIGIBILITY REQUIREMENTS:**

- a. Applications are open to all children between the ages 5 to 20 years
  - i. One application is allowed per act.
  - ii. Solo performances or group performances are allowed. A group may have up to a maximum of 4 persons in it, performing together as a single act. Group members can be of different ages between 5 to 20years.
  - iii. Multi-talents are allowed but Contestant's primary talent must be stated.
  - iv. Primary Talent for all group members must be indicated and be in the same Category, however multi talents are allowed as part of the group's performance/ act, other talents involved in the group may be filled in as secondary talents in the Contestants in the registration forms.
- b. Parental consent is required for all Contestants under the age of 18 and guardians/parents. Contestant's guardians/parents shall accept the terms and conditions including the grounds for disqualification on their behalf and communicate same to the Contestant(s) as this shall be binding on them.
- c. For the Nigerian competition, Contestants shall be Nigerian Citizens who legally reside in Nigeria and have a current Nigerian permanent address for 12 consecutive months prior to the competition start. Any change to immigration status must be disclosed immediately to the organizers.
- d. Contestants must not be currently under any management contract of any kind, including but not limited to agency agreements, recording contracts.
- e. All Grand Prize Winners and Contracted Ambassadors are not eligible to participate
- f. GCGT 2<sup>nd</sup> and 3<sup>rd</sup> place prize winners are eligible to participate after two seasons, provided they are still within the competition age bracket.
- g. All other Season finalists are eligible to participate after one season, provided they are still within the competition age bracket.
- h. Contestants must not be employees of GCGT Trust, HOW Foundation or individuals that are part of the project and production team or individuals who have left the employ of GCGT Trust within the last 6 months or their immediate relative (i.e. mother, father, son, daughter, brother or sister) of an employee of the

GCGT Trust, or any of their affiliates, subsidiaries, agencies or persons professionally associated with the Competition, or sufficiently connected to the Competition including project team members and anchor sponsors. This constitutes a conflict of interest, which must be declared by the applicants to the organizers as part of biography statement. The Organizers reserve the right to determine eligibility upon any disclosure in this regard.

- i. The Organizers reserve the right at its sole discretion to add to, delete from, modify or amend these Eligibility Requirements at any time. In all circumstances concerning the interpretation and application of these Eligibility Requirements, the Organizer's decision shall be final.
- j. Applicants shall agree that any application form, which is incomplete or not supported by the necessary documents, may not be considered.
- k. Any additional conditions or requirements in the terms of use available at [gcgt.org](http://gcgt.org) shall apply to all Applicants.
- l. If there is any conflict between these terms and the terms on the GCGT website [www.gcgt.org](http://www.gcgt.org), these terms shall prevail.
- m. Any applications received after the closing date shall not be considered.

#### **4. GENERAL:**

- a. These terms and conditions apply to the legal relationship between the Organizers of the Competition and you as a Contestant in the Competition.
- b. Completion of the application form and participation in the Competition will be deemed to be a full and unconditional acceptance by the Contestant of these terms and conditions. Failure to adhere to these terms and conditions may result in disqualification and forfeiture of the prize(s).
- c. Only one application per person shall be considered for the Competition. Multiple applications per person submitted on the website shall result in automatic disqualification.
- d. The Executive Producer and Producer, their agents and sub-contractors do not accept responsibility whatsoever for any technical failure or malfunction or any other problem with any online application, telephone networks, line system, server provider or otherwise which may result in any application not being properly received.
- e. Applications can be made online at [www.gcgt.org](http://www.gcgt.org). Online Applications will close on **Sunday 9<sup>th</sup> of April at 11:59pm** or at such other date and time as the Organizers may elect and as stated on the website.

- f. If you are experiencing problems with the online application form, please contact the GCGT helpline by calling (+234)816-728-1221 and (+234) 817 608 9106 or by emailing [info@gcgt.org](mailto:info@gcgt.org).
- g. Applicants acknowledge and agree to abide by the rules, regulations, terms and conditions for this Competition as determined by the Organizers (the “Rules”). Applicants further agree that the Rules may be changed at any time by the Organizers in its sole discretion without recourse to the Applicants.
- h. The Executive Producer and Producer’s decision regarding all elements of the application process, the Competition and the Programme shall be final. Failure to adhere to these terms and conditions may result in disqualification and forfeiture of the prize(s).
- i. The Executive Producer and Producer reserve the right to introduce other application methods in its sole discretion and the closing dates for such methods will be stated in the relevant promotion.
- j. A Letter of reference from your Pastor will be required at the regional finals for each Group or Solo Act.
- k. Applicants agree that the judges’ decision during the Competition is final and further agree that the selection at certain stages of the Competition is a combination of judges’ decision and public voting. The result shall be validated by a third party before it is announced. Applicants do not reserve the right of appeal against any decision(s) taken in the Competition and shall treat such decisions as final and binding.
- l. Applicants agree and accept that the information they provide about themselves in their application will be used to assess whether or not Applicant can participate in the Competition. Such information may be shared with third parties as part of the selection process. If Applicant is selected as a Contestant, Applicant shall agree that this information and data may be used in connection with the production and promotion of the Competition. Applicant further agrees to submit to a background checks and that his/her r personal information may be disclosed to a court of law, a regulator or governmental authority in compliance to any such request.
- m. The Executive Producer and the Producer undertake to use material from the auditions or any part of the Competition wisely and in a manner that encourages the values and beliefs of the Competition.
- n. You agree to make yourself available on all production dates with a minimum of seventeen days/dates, from mid March – June 30th, 2016 (including May 21-27 and June18-June24) for the purpose of participating in and /or recording the Competition. You understand that if you fail to make yourself available, the production team may choose not to include you in the Competition and there shall be no liability for any consequential loss.

- o. Dates may change without advance notice. As such it is the responsibility of Applicants/ Contestants to keep themselves informed as to any changes to the terms and conditions.
- p. Applicants will be selected and invited to attend an Audition at a time and location to be decided at the sole discretion of the Organizers. There is no guarantee that all applicants shall receive a response.
- q. Other acts may also be invited to audition for the Programme by researchers acting on behalf of the Organizers. Such acts shall be required to go through the audition process and the normal programme rules/terms and conditions shall apply.
- r. If you are applying on behalf of a group, 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 please also ensure you have the consent of their parent or legal guardian. Also ensure all group members are aware of rules regarding group participation as grounds for disqualification.
- s. If there is any reason to believe that there has been a breach of these terms and conditions, The Organizers may, at its sole discretion, reserve the right to exclude Applicant/ Contestant from participating in the competition.
- t. In the event of any dispute regarding these terms and conditions, the conduct or results of the Competition, or any other matter relating to a Competition, the decision of the Organizers shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by the Organizers.
- u. The Organizers reserves the right to hold void, suspend, cancel, or amend all or any part of the competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the competition, will be posted on the GCGT website. It is the responsibility of Applicants/ Contestants to keep themselves informed as to any changes to the terms and conditions.
- v. These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by Nigerian law, and the parties submit to the exclusive jurisdiction of the courts of the Federal Republic of Nigeria.
- w. The Organizers reserve the right to vary, modify or cancel the Competition at any time and for whatever reason particularly if a fraudulent act has been detected that will compromise the integrity of the Competition
- x. All information in your application form must be truthful, accurate and in no way misleading. The Executive Producer and the Producer reserve the right to disqualify you for any of the following reasons:
  - i. Supply of false, inaccurate or misleading information.
  - ii. Fabrication/ falsification of records.
  - iii. Multiple entry/ registration into the competition.

- iv. Absence of Pastor's Reference Form, Parental Consent Form, Passport Photographs, Biography, Original Proof of Age and other Required Documentation when requested.
- v. Absence from leadership classes, talent enhancement sessions, boot camp, any competition photo-shoot or dress rehearsal.
- vi. Any song/dance/drama/act/ performance or work of art that promotes promiscuity.
- vii. Indecent dressing and /or indecent exposure of parts of the body.
- viii. Indecent behaviour, hostile behaviour and/or bullying. ix. Provocative dances/performances.
- ix. Stunts, acts/performances that promote violence or are dangerous, acts that could cause harm to self and/or others.
- x. Use of any GCGT Talent Coaches/facilitators for personal coaching.
- xi. Parents/guardian/contestant found in any attempt to coerce judges, coordinators or talent coaches in favour of ward/self.
- xii. Parent/guardian/contestant found to have consciously engaged in any act to jeopardize the chances of any other Contestant.
- xiii. Fighting / unhealthy rivalry by contestants/parents/guardians.
- xiv. Engagement in any act of indecent behaviour that is not in line with GCGT core values. xvi. Absence at any of the events qualified for by any act, solo or a member of a group.
- xv. Non declaration of conflict of interest or entries/applications of employees or an immediate relative of employees (mother, father, son, daughter, brother or sister) of GCGT Trust, or any of its agencies or persons professionally associated with the Competition, or individuals that are part of the organizing team or sufficiently connected to the Competition or individuals who have left the employ of GCGT Trust within the last 6 months.
- xvi. Breach any of the terms and conditions of Season 6 Competition
- xvii. Absence at any of the leadership classes, without written permission
- xviii. Break up, reconstitution of groups or change of group member after registration as group in this competition
- xix. Breach of confidentiality clause or any of the terms of conditions of this Competition

*This is by no means exhaustive. The Executive Producer and the Producer reserve the right to disqualify a Contestant without delay or prior notification in event of any breach of the terms*

*and condition or anything that may harm the Competition or the reputation of the Organizers and the Producers.*

- a. Applicants accept that live animals, guns, knives, fire and /or other dangerous props and stunts will not be part of your act/performance.
- b. Attending an audition does not automatically mean that you are qualified to participate in the Competition and we reserve the right at our sole discretion to disallow you from participating, even if you have been given a date and time to attend the audition or any of the qualifiers.
- c. You warrant that you have no criminal convictions of any kind and shall notify the Organizers immediately if any criminal charges are brought against you from the date hereof up to and including the date of broadcast of the Competition.
- d. Contestants shall submit to a thorough medical check at GCGT designated hospitals to ensure fitness to participate in the Competition.
- e. You agree that you shall not discuss any information concerning the show, the format or your participation therein to any other person or company without the prior written consent of the Organizers. You will not without the Producer's prior written consent disclose, publish or discuss with any third party information relating to the Programme, your appearance in the Programme, the production team or any participants in the Programme nor any other information which may come to your attention including without limitation in relation to the broadcaster, the Producer or otherwise save where such information is already in the public domain
- f. You warrant that you shall not in the course of the production of the Competition or in any public statement concerning your appearance in it promote directly or indirectly for any reason whatsoever to any trade or business name, or make any statement of a political nature.
- g. You agree to observe all rules and regulations governing the management of Contestants, the recording of the Competition and the safety & security arrangements in the recording studios and locations.
- h. You warrant that you understand that participation in the Competition; television recordings and live broadcasts could be stressful. Likewise,



the competitive elements of “GOD’S CHILDREN GREAT TALENT Season 7”; the high stakes value of prizes and the live action cameras and lighting may also contribute to heightened excitement and/or stress.

- i. You warrant that you have never been part of or contributed to a media story that may bring us or the Competition into disrepute and further warrant that you will not withhold information from us of any material fact that may in our reasonable opinion jeopardize or otherwise impact the Competition or which might result in publicity adverse to the Organizer’s reputation or the Competition. You agree that should you have anything in your history that would make for negative press or publicity; you agree to make us aware of it in order to protect your public interest and our reputation.
- j. Should a audition/competition date fall during school term times, it is your responsibility to obtain confirmation of authorised leave of absence during school term times from your school and/or local authority. The Organizers/ Producers will not be liable where you do not obtain such authorisation.
- k. You agree to sign an agency agreement and a release agreement
- l. You agree that you will available for post production activities, talent development and promotion
- m. You confirm that if you are one of the final contestants you are interested in making a career using your talent and will make yourself available for the post production activities.

**5. Prize money:**

- i. The Prizes shall be announced at the Grand Finale and awarded at a later date to be determined by the Organizers:
  1. The overall grand finale winner (‘the GCGT Ambassador’);
  2. The First runner up;
  3. The Second runner up and
  4. Consolation prizes/ other gift items which shall also be given
- ii. The GCGT Ambassador shall receive a grand prize of a ₦250,000,000 (Two Hundred and Fifty Million Naira ) Management Contract which shall be for a period of five (5) years inclusive of a ₦10, 000,000 (Ten Million Naira) cash gift which shall be disbursed as determined by the Organizers and a car gift.

- iii. The First runner up shall receive a grand prize of ₦2, 000,000 (Two Million Naira) as shall be determined by the Organizers
- iv. The Second runner up shall receive a grand prize of ₦1, 000,000 (One Million Naira) as shall be determined by the Organizers.
- v. The award of the Prizes and the Prize money shall not constitute a guarantee of further support from the Organizers to the Contestant or relatives of the Contestant.
- vi. The Prizes are as stated on the website and no alternative can be offered. The Prizes are not transferable or assignable; as such it cannot be sold or exchanged for money or other prizes. Contestants agree that the Prize money shall be used solely for the Contestant's talent career or as determined by the Organizers.
- vii. Any Winner or Contestant receiving Prize money shall be fully responsible for any expenses or charges associated with claiming the Prize money and for any tax that the relevant regulatory authority may deem payable.
- viii. In cases, where the Prize is a return class ticket to a predetermined destination, the Winner of the Prize and accompanying parties shall be responsible for arranging valid international passports and visas to the destination and shall pay all other costs and expenses in relation to the Prize which are not expressly mentioned.
- ix. The Organizer does not accept responsibility in the event that the Winner is not allowed entry into the country referred to in (viii) above. The Winners must comply with all immigration rules of the Country being visited and rules of the any airline in this regard.
- x. All Applicants who qualify for the auditions are required to open an account with the Season 7 sponsoring bank.

**6. PUBLICITY:**

- a. Applicants invited to attend an audition, hereby irrevocably grant all consents necessary for the Executive Producer and 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. You acknowledge that you understand the style, nature and format of the programme and that we reserve the right to show all auditions whether successful or unsuccessful.

- b. The Winners and finalists may be required and where required, agree to participate in publicity campaigns, promotional events, studio recordings and the production of a television series for the furtherance of the Competition and associated events including but not limited to performing at events, publication of their names, using their pictures and/or video recording for advertising and other promotional purposes.
- c. If you are the winner of the competition, you agree that the Organizers may use your name, social media account name, your image and your town or place of residence to announce you as the winner of this Competition and for any other reasonable and related promotional purposes.
- d. You further agree to participate in any reasonable publicity required by the Organizers.
- e. If your photograph contains an image of a person under the age of 18, you hereby give permission, in your capacity as the child's parent or legal guardian, for the Organizers to use the image for publicity, marketing, and advertising strictly in relation to the Competition. You may cancel this permission at any time by writing to the Organizers at the [info@gcgt.com](mailto:info@gcgt.com) and the Organizers shall take all reasonable steps to ensure that the photograph is withdrawn from future use.
- f. By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Organizers, Executive Producers, Producers or their agents to administer the Competition.
- g. By submitting your Competition entry and any accompanying material, you agree to:
  - (i) assign to the Organizers all your intellectual property rights with full title guarantee; and
  - (ii) waive all moral rights in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright Act (as amended), Cap. C28, Laws of the Federation of Nigeria 2004, Patents and Designs Act, Cap. P2, Laws of the Federation of Nigeria 2004, Trade Marks Act, Cap. T13, Laws of the Federation of Nigeria 2004 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
  - (iii) visit the website to update myself with information relating to the competition including FAQs

## **7. INDEMNITY:**

- a) You warrant that you are free to enter this Agreement and hereby agree to indemnify the Organizers and its partners and/or affiliates in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by GCGT as a result of the breach of your representations, obligations or undertakings contained in this Agreement.
- b) No warranty or guarantee is given by the Organizers in relation to any of the Prizes. To the fullest extent permitted by law, the Organizers and its agents shall not be liable for any loss, injury or damage whatsoever which is suffered or sustained as a result of your participation in the Competition and the receipt or use of any Prize awarded.
- c) The Organizers do not recommend or guarantee the performance of any contractor or other obligations of any third party associated with the Prizes and will not be liable for any fraud committed by any third party.

#### **8. Leadership Programme & Talent Coaching**

You undertake to be part of the leadership programme (which involves Christian teaching) and also undertake to be part of talent coaching /enhancement as may be required during the Competition.

## 9. Data Protection

- a) The Organizers take your privacy very seriously. The information you provide about yourself as part of the application process will be used to assess whether or not to select you for the Programme. If you are successful, this information may be used in connection with the production and promotion of the Programme. By submitting this application form, you consent to any information you provide, including without limitation any sensitive personal information, being used for these purposes.
- b) The Organizers may use the information you provide to verify your age and identity and to carry out background checks with law enforcement and government agencies. The Organizers may share your information with third parties as part of the due diligence/selection process and in connection with the production and promotion of the Programme.
- c) 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 send an email to [info@gcgt.org](mailto:info@gcgt.org) marked for the attention of the System Administrator.
- d)

## 10. Child Protection

The Organizers and Producers are committed to safeguarding and promoting the welfare of children and young people, along with their protection and expect all employees, volunteers, vendors, agents, project team members and professionals associated with this Competition to share this commitment. We have rules and guidelines in place to protect the interest of the children and young people who participate in this Competitions for example:

- a) Children under 18 years need parental consent to participate and must be accompanied at all times by their parents/guardians or someone with a power of attorney to all activities/competitions.
- b) Activities such as talent coaching and leadership programmes are supervised
- c) All employees and project team members, agents and professionals working on the project, are required to sign a declaration that they are in the possession of the qualifications they claim; that they are not disqualified from working with children; that they have no prior or present convictions, cautions or bind-overs or are subject to any sanctions imposed by any regulatory bodies or Competent Court.
- d) GCGT will engage a third party to verify qualifications, information and references provided by employees, project team members, agents, professional working on this project from previous employers/briefs/projects.
- e) Third party checks will be carried out on those working closely with the Contestants.

- f) The Executive Producer and the Producers undertake not to use material from the auditions or any part of the Competition in a manner that will be detrimental to the reputation of the Contestant or Applicant.

The Organizers and the Producers recognise its clear responsibility in respect of its “duty of care” to protect children. Because of their contact with individual children during some of the activities to do with the Competition, employees, volunteers, project team members, talent managers and agents of GCGT are particularly well placed to observe outward signs of abuse, changes in behaviour, irresponsiveness or failure to develop. All team members working on Season 6 should note that reporting the suspicion of child abuse, “in good faith” exempts them from liability for civil action for slander or libel, provided that strict confidentiality is maintained.

I, ..... parents of  
.....  
[Name of Parents/Legal Guardian/Applicant] [Name of  
Contestant/leave blank if applicant is over 18 years]

**Have read, understood and agree to abide by and shall ensure that my child/ward abides by the terms and conditions of the GCGT Competition.**

For children from 18 years to 20

**I, .....**

**[Name of Contestant/leave blank if applicant is over 18 years]**

**Have read, understood and agree to abide by and shall ensure that my child/ward abides by the terms and conditions of the GCGT Competition.**

