

《全民造星 V》(暫名)(「該節目」) 參加條款及條件 (「本條款及條件」)：
“King Maker V” (tentatively titled) (“Programme”) Participation Terms and Conditions
(“Terms and Conditions”)

1. 該節目之主辦單位為 MakerVille Company Limited(覓一有限公司) (「主辦單位」)。
The organiser of the Programme is MakerVille Company Limited (“Organiser”).
2. 該節目之報名者 (「參加者」) 須為 18 歲或以上 (及已達到參加者所在地區的法定年齡) 之男性, 香港報名者須持有有效香港永久性居民身份證及旅遊證件, 而海外報名者須持有所在地區有效身份證明文件及旅遊證件。旅遊證件有效期須由報名參加該節目之日起計最少六個月 (「參加者」)。
Applicants applying to participate on the Programme (“Participant(s)”) must be male aged 18 or above (and be the age of majority in the participant’s territory or country of residence). Applicants residing in Hong Kong must hold a valid Hong Kong Permanent Identity Card and a valid travel document. Applicants residing overseas must hold a valid identification document and a valid travel document. Travel documents held by the applicants must be valid for a period of at least six (6) months after the date of application.
3. 參加者報名參加該節目, 即表示已細閱本條款及條件, 並完全同意及接受該節目之內容及安排並受本條款及條件所約束。如有違反, 主辦單位有權即時取消其參加資格而不作事先通知。
By applying to participate on the Programme, Participants (i) agree that they have read and agree to be bound by these Terms and Conditions, and (ii) agree with any content of the Programme produced, and (iii) agree to comply with any arrangement which may be made by the Organiser in connection with the Programme. In case of any violation, the Organiser shall have the right to immediately disqualify any Participant without prior notice.
4. 參加者須保證其參與該節目並無違反任何法律或與任何第三方之協議或安排。
Participants warrant and undertake that their participation in the Programme does not violate any law(s) or any agreement(s) or arrangement(s) with any third party.
5. 該節目參加者公開招募之報名日期為 2022 年 7 月 15 日中午 12 時正至 2022 年 12 月 31 日晚上 11 時 59 分 (「報名日期」)。
The Programme is open for application from 12:00pm (noon) on 15 July 2022 until 11:59p.m. on 31 December 2022 (Hong Kong time) (“Application Period”).

6. 參加者須於報名日期內到以下網址 event.viu.tv/kingmaker5 填妥及遞交報名表格以完成網上報名。如參加者未能在報名表格中提供必須的資料，或報名表格因任何原因而未能在報名日期截止前提交，參加者將喪失參加資格。主辦單位不會就參加者喪失參加資格的情況承擔任何責任。

Participants shall submit their completed application form via event.viu.tv/kingmaker5 within the Application Period. The Organiser reserves the right to disqualify any Participant if he/she fails to provide the mandatory information in the application form, or if he/she fails to submit the application form within the Application Period for any reason. The Organiser shall not be liable for any loss or damage suffered in connection with the disqualification of any Participant.

7. 參加者須確認其符合參加資格，並同意向主辦單位出示相關有效證明文件以核實身份，包括但不限於身份證、護照及/或其他相關證明。

Participants shall confirm their eligibility and present the relevant valid supporting documents (including but not limited to identity cards, passports and/or other relevant documents) to the Organiser for identity verification purpose.

8. 主辦單位報名日期截止後將展開甄選工作，並會邀請主辦單位認為合資格及合適的參加者進行面試，有關面試之時間及地點等安排將由主辦單位另行確定及通知有面試機會的參加者。

The Organiser will start the screening process after expiry of the Application Period and invite Participants who the Organiser determine, in their sole discretion, to be qualified and suitable for an audition (“Audition”). The Organiser will subsequently notify Participants selected for Audition the details of their Audition (such as date, time and location).

9. 參加者同意該節目之面試及其內容，及該節目及其內容屬保密資料，並屬主辦單位所有。參加者未經主辦單位書面同意，不得將該節目之面試或面試內容以任何方式公開或向第三方透露，包括但不限於在社交媒體討論、公告或分享相關資料、影片或照片、或接受傳媒訪問或向其就該節目之面試及該節目發表任何意見。

Participants agree that all information concerning the Audition, the Programme and the content/details thereof are confidential information and belong solely to the Organiser (“Confidential Information”). Participants shall not disclose any Confidential Information in any way to any third party (including but not limited to discussion, publication or sharing of any related information, video or photograph on any social media, or engaging in media interview or commenting on the Programme or the Audition in any media).

10. 獲挑選參加該節目之面試之參加者須按主辦單位要求簽署參加同意書及/或其他法律文件 (包括但不限於轉讓、授權及/或免責文件), 方可參加面試。

Participants who are selected for Audition shall sign the participation agreement and/or other legal documents (including but not limited to assignment, authorisation and/or disclaimer) as required by the Organiser.

11. 參加者必須尊重及服從主辦單位於該節目之面試及該節目中的一切安排及決定。

Participants shall comply with all arrangements and decisions of the Organiser in connection with the Programme and the Audition.

12. 主辦單位會從面試中挑選參加者參與該節目之拍攝、宣傳及/或其他相關活動。主辦單位對挑選過程及結果有絕對決定權。

The Organiser will, at its sole discretion, choose selected Participants from the Auditions to participate in the filming, promotions and/or other related activities of the Programme. The Organiser shall have the right of absolute decision in relation to the selection process and result.

13. 參加者承諾不會作出任何或會對該節目及/或主辦單位及/或該節目的廣播公司(「廣播公司」)利益或名譽受損的行為或其他不當行為, 包括但不限於非法、歧視、侮辱、淫褻、不雅、令人反感、暴力或仇恨的行為或表述, 及/或未經主辦單位書面同意, 於該節目進行任何宣傳、推廣或展示任何廣告或宣傳材料。

Participants undertake not to engage in any conduct which will damage the interest or reputation of the Programme and/or the Organiser and/or the broadcaster(s) of the Programme ("Broadcaster(s)") or misconduct (including but not limited to illegal, discriminatory, abusive, obscene, indecent, objectionable, violent or hateful activities, and/or publicise, promote) or display any advertisement or promotional material on the Programme without the written consent of the Organiser.

14. 在法律允許的最大程度下, 主辦單位及廣播公司不會對參加者參加該節目或該節目進行期間, 或因亮相該節目及與有關該節目導致的任何直接或間接所造成的傷害、損失、損害、個人財物損失、費用、意外、延誤或不便承擔任何責任, 即使是因主辦單位及/或廣播公司的疏忽或不當行為造成的。

To the fullest extent permitted by law, the Organiser and the Broadcasters shall not be liable for any direct or indirect injury, loss, damage, personal property loss, expense, accident, delay or inconvenience caused to any Participant due to his/her participation in

the Programme or during the Programme, even if it is incurred due to the negligence or misconduct of the Organiser or the Broadcasters.

15. 參加者同意及授權主辦單位於主辦單位指定之特定時間及地點(包括但不限於該節目之面試、拍攝、宣傳及/或其他相關活動) 對其進行拍攝、錄影及任何形式之記錄 , 並同意遵守主辦單位為該節目所訂立的所有製作程序及規則(包括該節目實際拍攝期間及不時修改的程序及規則), 及接受主辦單位、該節目之監製及/或導演的最終決定 , 包括但不限於下列事項 :
- (a) 穿著或使用主辦單位所提供及指定的服飾或產品 (如適用);
 - (b) 準時到達指定地點進行與該節目有關之面試、拍攝或宣傳活動 (包括但不限於拍攝宣傳片段、出席公關活動及接受媒體訪問); 及
 - (c) 不會在沒有主辦單位認為合理的原因下中途退出及/或缺席任何該節目之環節、錄影、拍攝、宣傳及/或其他相關活動。

Participants agree and authorise the Organiser to film, video and record them in any manner at any date, time and location designated by the Organiser (including but not limited to the Auditions, filming, promotions and/or other related activities of the Programme). Participants further agree to comply with all production procedures and rules of the Programme as determined by the Organiser (including but not limited to the procedures and rules during the actual filming, as modified from time to time) and accept the final decision and requirements of the Organiser, the producer and/or director of the Programme, including but not limited to:

- (a) wearing or using the outfits or products provided and designated by the Organiser (if applicable);
- (b) arriving at the designated location punctually for any Auditions, filming or promotional activities in connection with the Programme (including but not limited to the filming of promotional video, attendance of public relations events and media interviews); and
- (c) not withdrawing or being absent from any portion, video recording, filming, promotion and/or other related activities of the Programme without reasons deemed reasonable by the Organiser.

16. 如參加者未能遵守本條款及條件或由主辦單位之其他規則、未符合參加資格之要求、或未能準時到達指定場地 , 主辦單位有權即時取消其參加資格而不作事先通知不須另行通知。任何參加者如未獲主辦單位書面同意而中途退出及/或缺席該節目之拍攝、宣傳或其他相關活動 , 或因違反本條款及條件及/或該節目之規則而被取消參加資格 , 主辦單位有權要求參加者作出賠償。

If any Participant fails to (i) comply with these Terms and Conditions or other rules set by the Organiser, (ii) fulfil the eligibility requirements, or (iii) arrive at any designated venue(s)

punctually, the Organiser shall have the right to immediately disqualify him/her without prior notice. If any Participant withdraws and/or is absent from any filming, promotion or other related activity of the Programme without the written consent of the Organiser, or is disqualified due to any violation of these Terms and Conditions and/or the rules of the Programme, the Organiser reserves the right to seek compensation from such Participant.

17. 該節目之面試的甄選過程、該節目及/或其相關活動的過程可能會被拍攝、錄影，主辦單位有權（但非義務）在世界各地的電視和其他主辦單位認為適合的媒體（包括但不限於其他電視台、電台、報紙、雜誌或任何媒體或社交平台）上，及/或以其他任何形式廣播或發佈。所有該節目相關之知識產權，包括但不限於該節目之面試、該節目及/或其相關活動中所錄製的影音製品的知識產權及其他一切權利（包括但不限於參加者的訪問影音錄影之版權）均由主辦單位永久擁有。參加者在此不可撤銷地放棄其對有關該節目之面試、該節目及/或其相關活動的影音錄影製品內容現有及未來的所有權利（包括但不限於版權、知識產權及精神權利）。

The selection process of the Audition, the Programme and/or its related activities may be recorded. The Organiser shall have the right (but not be obliged to) to broadcast or publish by any means on television and other media deemed to be suitable by the Organiser (including but not limited to other television channels, radio stations, newspapers, magazines or other media or social media platforms) throughout the world. All rights in the Programme, including but not limited to the intellectual property rights and all other rights (including but not limited to the copyrights of any audition videos or footage) in any audio-visual products recorded in connection with the Auditions, the Programme and/or its related activities are owned by the Organiser in perpetuity. Participants hereby irrevocably assign and waive all present and future rights (including but not limited to copyrights, intellectual property rights and moral rights) subsisting in all audio-visual materials in connection with the Auditions, the Programme and/or its related activities.

18. 參加者同意並確認主辦單位有權（無論是自行或通過第三方）於世界各地透過任何媒體及形式，以廣播、宣傳、尋找贊助、廣告、及其他與該節目之面試或該節目相關的目的使用下列資料、信息或文檔，而無須支付任何補償（不論以金錢形式或其他形式）或獲得其額外許可或向其發出通知：
- (a) 參加者之作品的錄影、照片及圖像；
 - (b) 參加者的姓名、肖像、聲音、背景、照片、個人特徵、錄影、圖像；及
 - (c) 報名表格內已填寫並遞交主辦單位的資料/素材/作品（包括但不限於參加者之作品及照片），及
 - (d) 其他參加者不時向主辦單位提供(或主辦單位錄影或製作)的資料、信息或該節目製作所

需之素材/作品。

Participants agree and confirm that the Organiser shall have the right to exploit (whether by itself or through a third party) the following materials, information or documents for broadcasting, promoting, seeking for sponsorship and advertisement, and any other purpose(s) in connection with the Programme or the Auditions via any media or form throughout the world (i) without providing any compensation (whether in monetary terms or otherwise), (ii) without seeking further consent from the Participants, and (iii) without providing any notification to the Participants:

- (a) the videos, photographs and images of the Participants' work;
- (b) the names, likenesses, voices, backgrounds, photographs, personal traits, videos and images of the Participants; and
- (c) the information and materials on the completed application form which has been submitted to the Organiser (including but not limited to the Participants' photograph and works) and
- (d) other information and materials as provided to (or filmed or produced by) the Organiser from time to time.

19. 如參加者的親屬或朋友 (「參加者親友」) 按該節目需要及/或於參加者建議下參與該節目之面試、拍攝、宣傳活動或其他與該節目相關的活動，參加者須確保參加者親友同意參與上述相關活動，並清楚瞭解本條款及條件及個人資料收集聲明的內容並同意受其約束。

In the event that any relative or friend of the Participants ("Participant's Relatives and Friends") participate in the Auditions, filming, promotions or other activities in relation to the Programme as required by the Programme and/or suggested by the Participants, the Participants shall ensure (i) the Participant's Relatives and Friends' consent to participate in the above-mentioned activities, and (ii) the Participant's Relatives and Friends' agreement with the applicable Personal Information Collection Statement and their agreement to fully comply with the terms of these Terms and Conditions, as if they were a Participant.

20. 如參加者須在其居住地以外地區進行與該節目相關的製作、拍攝及/或其他相關活動，參加者須自費具備有效的旅遊證件 (有效期須由相關出發日期起計最少有六個月)，並自行辦妥一切所需之出入境清關及相關簽證。任何因參加者旅行證件或簽證不符有關規定而產生之罰金、處罰、付款或支出將由參加者全權自行負責及承擔。

If the Participants are required to participate in the production, filming and/or other related activities of the Programme outside their territory or country of residence, they must hold valid travel documents (valid for at least six (6) months from the departure day) and at their

own costs complete all necessary clearances for immigration and obtain the relevant visas. Any fine, penalty, payment or expense arising from the non-compliance of the Participants' travel documents or visas with the relevant regulations shall be borne solely by the Participants.

21. 海外的參加者必須於收到主辦單位通知後在指定時間到香港進行或拍攝該節目或其他相關活動。如參賽者未能申請或獲得所需的簽證，主辦單位將有權取消該參加者之參加資格。

Participants from overseas must make themselves available to participate in the Programme and/or other related activities at the designated time in Hong Kong, as notified by the Organiser. If the Participants fail to apply for or obtain the required visas, the Organiser shall have the right to cancel the eligibility of such Participant.

22. 參加者明白及同意主辦單位有權隨時取消參加者之參賽資格而無需作任何解釋。

Participants understand and agree that the Organiser shall have the right to cancel the eligibility of any Participant at any time without any explanation.

23. 如遇任何不可抗力之因素，包括但不限於自然災害、政府禁令、政治動盪、社會混亂、民間騷亂、罷工、暴動、反叛或因政府意圖阻礙、對抗或防禦動亂、傳染病爆發、疫情、香港以外地區及/或香港政府之出入境、防疫及疫苗接種政策、參加者遭強制檢疫、死亡、損傷或疾病等，以致參加者未能參與該節目之面試、拍攝及/或其他相關活動，主辦單位將有權取消該參加者之參加資格而不作另行通知。

In the event of any force majeure event, including but not limited to acts of God, government policies/orders/directions, political/social/civil unrest, strikes, riots, rebellions, or the government's intention to hinder, confront or defend against unrest, outbreaks of infectious diseases, epidemic/pandemic, the immigration, epidemic/pandemic prevention and vaccination policies of the Hong Kong government or other overseas governments, a Participant is subject to compulsory quarantine, death, injury or disease, which makes the Participants unable to participate in the Auditions, filming and/or other related activities of the Programme, the Organiser reserves the right to cancel the eligibility of such Participant without prior notice.

24. 在法律允許的最大範圍內，主辦單位就下列情況不承擔任何責任：

- (a) 在主辦單位沒有任何重大過失下，因該節目之面試、該節目或其他相關活動而對任何人士造成或引起的任何直接或間接的損失或損害；
- (b) 在主辦單位沒有任何重大過失下，參加者因報名或參加該節目之面試、該節目或其他相關活動而遭受或引起的任何直接或間接的損失或損害。

To the fullest extent permitted by law, the Organiser and Broadcasters shall not assume any responsibility in relation to:

- (a) any direct or indirect loss or damage caused to or incurred by any persons in connection with the Programme, the Auditions or other related activities; and/or
- (b) any direct or indirect loss or damage caused to or incurred by any Participant in connection with his/her application or participation in the Programme, the Auditions or other related activities.

25. 在法律允許的最大範圍內，參加者同意豁免和免除主辦單位在下列情況下的一切責任，同時確保主辦單位免受任何損害，並須承擔因下列情況而對主辦單位造成或引起的任何直接、間接、特殊、附帶、懲罰或衍生的責任或損失（包括但不限於所有申索、要求、法律行動、訴訟、賠償、和解、判決、費用及支出（包括合理的律師費用））：

- (a) 在參加該節目之面試、該節目或其他相關活動的過程中，因參加者的作為或不作為而對其自身、主辦單位或其他人士造成或引起的任何直接或間接的損失或損害；或
- (b) 因接受、持有、使用或濫用獎金或獎品（如有），而對其自身、主辦單位或其他人士造成或引起的任何直接或間接的損失或損害。

To the fullest extent permitted by law, each Participant agree to waive and release the Organiser and Broadcasters for all responsibilities in connection with the following circumstances, and indemnify the Organiser for any direct or indirect damages or losses caused to or incurred by the Organiser and Broadcasters (including, but not limited to, all claims, demands, legal actions, lawsuits, indemnifications, reconciliations, judgments, costs and expenses (including reasonable attorney's fees)) in connection with:

- (a) any direct or indirect loss or damage caused to the Participants, the Organiser, the Broadcasters or other persons due to any action or non-action of the Participants during the Programme, the Auditions or other related activities; and/or
- (b) any direct or indirect loss or damage caused to the Participants, the Organiser, the Broadcasters or other persons due to the Participants' acceptance, possession, use or misuse of the awards or prizes (if any).

26. 主辦單位有權不時更改本條款及條件之任何條款、該節目之規則、獎金及/或獎品（如有），而不作另行通知。參加者同意接受有關修訂的約束。

The Organiser reserves the right to amend these Terms and Conditions, the rules of the Programme, the awards and/or prizes (if any) from time to time without prior notice. The Participants agree to be bound by any such amendments.

27. 主辦單位有權不時修改、暫停、終止、延期、重新安排時間及/或取消該節目或該節目的任何環節而不作另行通知，參加者不得異議。如主辦單位終止或取消該節目，參加者的參加資格將被取消。

The Organiser reserves the rights to modify, suspend, terminate, postpone, reschedule and/or cancel the Programme or any part of the Programme from time to time without prior notice and the Participants shall not have any objection. If the Organiser terminates or cancels the Programme, the eligibility of the Participants will also be cancelled.

28. 主辦單位有權自行決定製作該節目及製作後是否進行電視廣播及於任何渠道播放任何於該節目中拍攝及錄影的片段。

The Organiser shall have the sole determination right in relation to the production of the Programme, and whether to broadcast the Programme and related footage (on television or otherwise).

29. 主辦單位保留對本條款及條件、參加者之甄選、該節目之面試、內容、拍攝、宣傳活動及/或其他一切相關事宜之最終解釋權及決定權，而其作出的決定對參加者具有約束力，參加者必須尊重及服從主辦單位於該節目之面試及該節目中的決定。如對本條款及條件及/或對甄選參加者、該節目之面試、內容、拍攝、宣傳活動及/或其他相關事宜有任何爭議，主辦單位保留就爭議的任何問題之最終決定權。

The Organiser reserves the rights of final interpretation and decision in relation to these Terms and Conditions, the selection of Participants, the Auditions, content, filming, promotional activities and/or all other related issues of the Programme, and the Participants shall be bound by the Organiser's decisions. The Participants shall comply with the Organiser's decisions in relation to the Programme and the Auditions. In the event of any dispute in relation to these Terms and Conditions and/or the selection of Participants, the Auditions, content, filming, promotional activities and/or other related issues of the Programme, the Organiser reserves the right of final decision.

30. 主辦單位有權轉讓、更替或以其他方式轉移本條款及條件內之權利及/或義務予任何第三方（包括但不限於香港電視娛樂有限公司）。參加者應按主辦單位要求，簽署任何額外文件及/或採取任何額外行動，以使任何此類轉讓、更替或轉移生效。

The Organiser may assign, novate or otherwise transfer its rights and/or obligations hereunder to any third party (including but not limited to HK Television Entertainment Company Limited). Upon the Organiser's request, the Participants shall execute any

further documents and/or perform any further acts to give effect to any such assignment, novation or transfer.

31. 本條款及條件受香港特別行政區（「香港」）法律管轄。主辦單位及參加者均願受香港法院的專屬司法管轄權管轄。

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“Hong Kong”) and both the Organiser and the Participants hereto agree to submit to the exclusive jurisdiction of the Hong Kong courts.

32. 如本條款及條件中任何條款被香港法院裁定為無效，其他條款將不受影響。

If any provision of these Terms and Conditions is held by a Hong Kong court to be unenforceable, other provisions will not be affected.

33. 如本使用條款及條件的英文版本與中文版本有任何不一致，概以英文版本為準。

Should there be any inconsistencies between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.