# abs_cbn_logo

IDOL PHILIPPINES SEASON 2

# WAIVER RELEASE (AND PARENTAL CONSENT) FORM

**NOTE FOR PARENT/LEGAL GUARDIAN (IF PARTICIPANT IS A MINOR (BELOW 18 YEARS OF AGE IN THE PHILIPPINES, OR A MINOR AS DEFINED IN PARTICIPANT’S COUNTRY OF RESIDENCE AND/OR BIRTH): YOUR CHILD WOULD LIKE TO TAKE PART IN THE AUDITION FOR A TELEVISED TALENT SEARCH. AS PART OF THE COMPETITION, PARENT/LEGAL GUARDIAN IS REQUIRED TO CONSENT TO HIS/HER CHILD’S INVOLVEMENT BY READING, COMPLETING, AND SIGNING OFF ON THE FORM BELOW:**

NAME OF PARTICIPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_\_\_\_\_

BIRTHDATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Participant on his own (if Participant is of legal age) and Participant’s Parents/Legal Guardian**

**(if Participant is a minor), certify to the following:**

**A. Eligibility and Participation**

1. Participant is a Filipino citizen and is sixteen (16) to twenty-eight (28) years old at the time of the Judges’ Audition.

2. Participant is voluntarily taking part in the Audition conducted by ABS-CBN Corporation (‘ABS-CBN”) for a singing competition (the “Competition”) which shall be produced and televised as a reality-based talent search (the “Program”), without any compensation and assumes all risks arising from or associated with the participation in the Audition. As such, Participant has or will be doing one or more of the following:

* 1. submit a list of at least ten (10) songs, which shall form part of Participant’s repertoire, and may be used during the Audition or in the course of the Competition, if Participant proceeds in further stages of the Competition;
	2. Engage in one or more live performances (“Live Performance”), or submit a video of Participant’s performance online (“Online Video”), in connection with the Audition, during which Participant’s Live Performance may be recorded in photograph, video or sound, or Online Video will be uploaded in a platform specified by ABS-CBN (the “Platform”);
	3. Grant one or more interviews to ABS-CBN;
	4. Complete and submit a form containing Participant’s name, address, and other personal information.
	5. **If Participnt is a minor (below 18 years of age in the Philippines, or a minor as defined in Participant’s country of residence and/or birth), Participant’s Parent/Legal Guardian must also sign this Waiver Release Form**;
	6. Engage in such similar activities as may be connected to the above.

2. The procedure, rules and other terms for participating in the Audition have been fully made known to Participant by ABS-CBN, or if Participant is submitting an Online Video, Participant has read the terms and conditions indicated in the Platform (the “Terms”). Participant and Parent/Legal Guardian accept and agree to be bound by the Terms.

3. Participant understands that ABS-CBN has full and final authority to determine Participant’s eligibility and qualification to enter into and participate in the Audition, and in the Program, and that its decision thereon shall be final, binding, and not subject to appeal.

4. Upon request by ABS-CBN and at no cost to ABS-CBN, it shall be Participant’s responsibility to obtain releases from all members of Participant’s immediate family (i.e. spouse, mother, father, daughter, son, sister or brother), dependents, heirs, including Participant’s companion at the time of the audition, and any other person ABS-CBN may designate, in the form provided by ABS-CBN and incorporated herein this reference. Participant shall use his/her best efforts to procure such releases from such other persons as ABS-CBN may deem necessary or desirable.

5. If Participant resides outside Metro Manila, Philippines, or outside the Philippines, and is selected to participate in further screening, Participant agrees to travel to Metro Manila, Philippines at Participant’s own cost, and to continue the participation in further phases of the Competition and the Program. .

6. If Participant is enrolled in school (the ‘School”), Participant and Parents/Legal Guardian shall secure the necessary authorizations and/or leave of absence from the School, for Participant to travel to Metro Manila, Philippines and/or to participate in any other or additional phase of the Competition and/or the Program.

7. Participant understands that if Participant is selected by ABS-CBN for a callback or to participate in further screening, Participant shall not audition or join any other reality show or talent search until the completion of the broadcast of the finals of the Program, and only upon prior written consent of ABS-CBN.

**B. Warranties**

**Participant warrants the following (if Participant is a minor, the warranties are made by the Parents/Legal Guardian for and on behalf of Participant):**

7. Participant has the full power and authority to enter into and participate in the Audition, that Participant is a citizen of the Philippines, or if not, of Filipino lineage; and that Participant is qualified to join the Audition in accordance with the Terms.

8. Participant has no, and will not enter into any contract with any person or entity, regarding Participant’s worldwide music, performing, and artistic career, which includes the recording rights, publishing rights, live performance rights, merchandising rights, sponsoring and endorsement rights, and management rights, and will not do so for so long as Participant is part of the Audition and the Program, except with the prior written consent of ABS-CBN and/or its designee.

9. In the event that Participant is represented by a talent manager at the time of the Audition, or the submission of the Online Video (“Manager”), which Participant has disclosed to ABS-CBN, Manager shall likewise be required to sign this Waiver Release (and Parental Consent) Form. Participant, Parents/Legal Guardian, and Manager hereby agree that ABS-CBN and/or its designee shall have the option to enter into a management agreement with Participant, and upon such election by ABS-CBN and/or its designee, Manager, ABS-CBN and/or its designee shall co-manage Participant’s professional career. The terms of the management agreement shall be further explained to Participant at a future date if Participant is selected to participate in additional phases of the Program.

10. Neither Participant nor any member of Participant’s immediate family (i.e. spouse, mother, father, daughter, son, sister, or brother) is employed by ABS-CBN and its subsidiary and affiliated companies, or any entity involved in organizing or producing the Program, or is related to any employee of ABS-CBN, its subsidiary and affiliated companies, or any entity involved in organizing or producing the Program. At the time of the audition, Participant shall disclose to ABS-CBN if Participant or any member of Participant’s immediate family has ever been employed by ABS-CBN or its related companies.

11. Participant is not (and no member of Participant’s immediate family is) a candidate for public office. Participant (and the members of Participant’s immediate family) will not become a candidate before and during Participant’s participation in the Auditions and/or the Program, and until one (1) year from the last airing of the finale episode of the Program. Participant understands that should Participant and/or a member of Participant’s immediate family become a candidate for public office before, during and/or after Participant’s participation in the Auditions and/or the Program as stated above, such circumstance shall be a breach of Participant’s undertakings, warranties, and representations, and shall be a ground for Participant’s disqualification and/or forfeiture of any prize.

12. Participant and Parent/Legal Guardian (if Participant is a minor) represent and warrant that Participant is in excellent mental and physical health and agrees to abide by, at all times, the rules and regulations imposed by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (“IATF”), as well as the health protocols of ABS-CBN.

**C. Confidentiality**

13. Participant and Parents/Legal Guardian will maintain in confidence at all times all information relating to the Program and the business of ABS-CBN that they may come to know as a result of Participant’s participation in the Audition, including without limitation, the flow and process of the Audition, the names and identities of other participants in the Audition, any results of the Audition, and other information or documents in connection with the Audition and the Program, its publicity and broadcast, and shall not disclose such information to any person, except with the prior written consent of ABS-CBN. This obligation shall survive Participant’s participation in the Audition and will continue even if Participant is not selected to further participate in the Competition/Program.

14. If Participant is selected to participate in further stages of the Competition/Program, Participant and Parents/Legal Guardian will not directly or indirectly disclose such selection to any person. Participant and Parents/Legal Guardian will not consent to any interview, press release, issuance, or any other public disclosure by any means or method, of such selection prior to the date that ABS-CBN announces Participant’s selection, or broadcasts the Live Performance or Online Video, or otherwise makes public or discloses such selection. Participant and Parents/Legal Guardian acknowledge that prior to the broadcast of the Program, the plans of ABS-CBN for the Program, and any of the activities, results, and developments in the Program (“Program Content”), are strictly confidential. Participant and Parents/Legal Guardian shall not disclose directly or indirectly to any third party any of the Program Content, by any means or method (whether by letter, press, photograph, interviews (to include without limitation over the internet on social networking sites such as Facebook, Twitter, Instagram, TikTok, YouTube or any blogs or chat rooms and by text or email messages), unless such Program Content becomes or is made known to the public by the broadcast or disclosure thereof by ABS-CBN.

15. Participant and Parents/Legal Guardian shall not make public by any means or method any complaint or grievance about the Audition, or the Program, including any decision made by ABS-CBN, and will take this up directly with ABS-CBN through its proper officers.

**D. Copyright**

16. If Participant submitted an Online Video, Participant represents that such Online Video is original and does not violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. Participant acknowledges that the Online Video submitted to ABS-CBN, may be used by ABS-CBN without restriction for any purpose whatsoever, including, without limitation, editing, reproduction, disclosure, transmission, publication, broadcast or posting, and Participant and Parents/Legal Guardian hereby irrevocably waive, release and give up any claim that any use of such violates any of Participant’s rights, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas.

15. Participant irrevocably assigns to ABS-CBN, its successors and assigns, the copyright and all other rights in Participant’s appearance and contribution to the Program, such as but not limited to any Online Video, for use in any manner in all media now known or which may be developed in the future. Participant grants ABS-CBN the perpetual and worldwide right but not the obligation to use Participant’s name, likeness, photograph, caricature, voice, biographical material and any appearance, performance or other contribution to the Audition and the Program, in connection with the production, promotion, exhibition, distribution, reproduction, merchandising and exploitation of the Program. Participant and Parents/Legal Guardian agree that they will not make any claim against ABS-CBN or its assigns for any further remuneration in respect of the exploitation of such rights.

17. If Participant has any moral rights in relation to Participant’s participation and contribution to the Program, Participant and Parents/Legal Guardian irrevocably consent to all material alterations to such participation and contribution for the benefit of ABS-CBN, its licensees, sub-licensees, and assignees for all purposes. Participant irrevocably waives for the benefit of everyone any moral rights and similar rights that Participant may have as a result of Participant’s contribution and appearance in the Program.

**E. Release and Acceptance**

18. Participant and Parents/Legal Guardian give permission to ABS-CBN to collect, use and share Participant’s Data with its affiliates, partners, sponsors, and suppliers for the purposes of organizing the Audition and for the production, exhibition, distribution, promotion, and exploitation of the rights to the Program.

19. In the event that Participant receives from ABS-CBN any prize in excess of Ten Thousand Pesos (P10,000.00) (the “Prize/s”), ABS-CBN shall withhold from the Prize the amount equivalent to twenty percent (20%) of the value of the Prize/s, which shall be remitted by ABS-CBN to the appropriate government agency as taxes due on the Prize/s.

20. Participant and Parents/Legal Guardian are fully aware that ABS-CBN has not authorized any person to promise Participant any employment, contract, benefit, or any reward, and that if Participant or Parents/Legal Guardian decide to make any deal, arrangement, or transaction with such unauthorized persons, Participant and Parents/Legal Guardian shall hold ABS-CBN free and harmless from any claim arising from such decision.

21. Participant and Parents/Legal Guardian hereby release ABS-CBN, and any sponsor of the Program, and their respective officers, directors, employees, representatives, successors and assigns from any and all claims and damages Participant may have for invasion of privacy, emotional stress or pressure, humiliation or defamation, damages, or any other cause of action arising out of or relating to the Audition and the Program, or the production, duplication, distribution, broadcast or exhibition of Participant’s participation in the Audition and the Program, or from any injury or damage which Participant may suffer arising or resulting from the participation in the Audition and the Program.

22. Participant agrees that ABS-CBN reserves the rights to cancel, modify, suspend or delay the Audition and/or the production or broadcast of the Program, and to substitute or replace the Prize/s. ABS-CBN may amend the Terms at any time for whatever reason without prior notice to Participant and/or Parents/Legal Guardian. ABS-CBN may assign and transfer any of its rights and obligations under this Waiver Release (and Parental Consent Form) to any third party.

**E. Liabilities**

23. Should Participant and/or Parents/Legal Guardian make any misrepresentation of any matter to ABS-CBN, or violate any of their undertakings, warranties or obligations in this Waiver Release (and Parental Consent) Form, Participant shall be automatically disqualified from the Audition and from any possible inclusion in the Program, and this disqualification shall be final and not subject to appeal, without prejudice to any other right or remedy ABS-CBN may have against Participant and/or Parents/Legal Guardian under applicable laws or equity.

24. The failure of Participant, or Parents/Legal Guardian, or Manager (in case Participant is represented by a Manager), to sign this Waiver Release (and Parental Consent) Form, or to comply with the foregoing conditions, shall be sufficient ground for Participant’s disqualification from the Audition, and the Program, and for ABS-CBN to take proper legal action against Participant and/or Parents/Legal Guardian, or Manager, such as but not limited to a claim for damages. The absence of any information on, or the signature of, Manager, on this Waiver Release (and Parental Consent) Form, shall be sufficient ground to consider Participant as not being represented by a manager at the time of the Audition.

**F. Privacy Statement**

25. This Privacy Statement applies to all personally identifiable information submitted by, or otherwise

obtained from, the Participant in connection with the Auditions, Competition, and/or the Program. By participating in the Auditions, Competition, and/or the Program, the Participant acknowledges that he/she accepts and agrees to the policies explained in this Privacy Statement.

26. **Data Collection and Sharing**

The following personal data of the Participant is collected by ABS-CBN during the registration and interviews:

|  |  |
| --- | --- |
| Type of Personal Information | Purpose of Collection |
| Full name, address, age, birthday, gender, occupation, College course (if student), mobile number, social media accounts, email address, vaccination status, family background, interests and like | For proper profiling of the auditionee |

The following personal data of the Participant is collected and shared by ABS-CBN with its subsidiaries, affiliates, partners, sponsors, suppliers, and third parties:

|  |  |
| --- | --- |
| Type of Personal Information | Purpose of Collection |
| Social media handles/ user accounts (i.e Facebook, Instagram,Twitter) | For promotion and recognition of the contestants and the show. |
| Copy of Parental Consent Form | To monitor and retain documentation for compliance purposes. |
| Photos and/or Videos of Live Performances | For promotion, airing and archiving. |

27. The Participant can learn more about the different types of information collected and used by ABS-CBN and how ABS-CBN uses and protects his/her personal information by reading ABS-CBN’s Privacy Policy here https://www.abs-cbn.com/privacyinternational The ABS-CBN Privacy Policy shall apply to the processing of information in relation the Auditions, Competition, and/or the Program.

28. If the Participant has any questions or concerns a) regarding the competition, the Participant can email rosemarie\_rosales-ijm@abs-cbn.com, b) regarding the collection and use of his/her Personal Information, the Participant can email at dpo@abs-cbn.com.

With Participant’s conformity:

Signature of Participant : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Audition : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(If Participant is a minor\*, to be signed by the Parents or Legal Guardian of Participant):**

**[\*BELOW 18 YEARS OF AGE IN THE PHILIPPINES, OR A MINOR AS DEFINED IN PARTICIPANT’S COUNTRY OF RESIDENCE AND/OR BIRTH]**

We represent that we are the Parents (or Legal Guardian) of the minor who has signed the above Waiver Release (and Parental Consent) Form and we hereby agree that we shall both be bound thereby. We give our express consent to the execution thereof and will not revoke our consent thereto at any time hereafter.

Signatures : (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name : (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(If Participant is represented by a talent manager, this Waiver Release (and Parental Consent) Form must be signed by the Manager):**

I represent that I am the Manager of Participant and I hereby agree that we shall both be bound by the terms and conditions of this Waiver and Release (and Parental Consent) Form.

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Manager : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_