

## Australian Survivor - Terms & Conditions

Endemol Shine Australia Pty Limited (ABN 20 136 451 208) which includes its related bodies corporate and all of their employees, contractors and agents ("**Producer**") is inviting applications from persons who may be interested in participating in the reality television program, *Australian Survivor - Series 6* ("**Program**").

In return for the Producer considering my application, I, the person making this application, agree to these Terms & Conditions and represent, warrant and undertake that all of the information and answers I provide are true and correct to the best of my belief.

1. I will be 18 years of age or older on 1 January 2020.
2. I am either an Australian citizen or a permanent resident of Australia.
3. I am applying in my personal and private capacity and I am not an employee of, or in any way associated with, any news or media organisation, including any web based media or other online platform or outlet, either in Australia or elsewhere.
4. Now and during the past 2 years, I have not been an employee, officer, director or agent of the Producer, Network Ten Pty Limited ("**Broadcaster**") or any of their related companies, associates, affiliates or licensees and neither is any member of my immediate family or anyone living at my usual place of residence.
5. I understand that if I discontinue my participation in the application process or refuse to provide any information or undertake any activity as required by the Producer in that process, the Producer may at its absolute discretion decide not to consider my application but that all the Terms & Conditions of this application will continue to apply to me.
6. I acknowledge that the Producer has no obligation to consider my application or to select me to participate in the Program or any stage of the application process and I agree that all such decisions shall be at the sole and absolute discretion of the Producer and not subject to any challenge or appeal by me. I agree that the Producer may disqualify or remove me from participation in any stage of the application process without providing any reason.
7. Other than as disclosed by me to the Producer, I am not subject to any pending criminal charges or other court proceedings nor have I been charged, found guilty or convicted of any criminal offence. If requested by the Producer, I consent to the Producer conducting or arranging a criminal history check on me and agree to provide the Producer with any further information reasonably requested by the Producer.
8. I am willing to submit medical information to the Producer and authorise an appropriately qualified person or entity as designated by the Producer to conduct any psychological and physical examination of me as required by the Producer and to disclose to the Producer and their representatives (including the Broadcaster) all information about me obtained in connection with such examinations, and authorise the Producer to use such information in selecting participants for the Program.
9. I irrevocably and unconditionally grant to the Producer, its licensees and their respective licensees, successors and assignees, a royalty-free licence to communicate, adapt and exploit any photographic or video material (including all copyright subsisting in the same) that I have uploaded and/or submitted as part of my application, at its sole discretion, including in connection with the Program, and consent to the editing, amending or adapting of any such material regardless of whether such act is an infringement of any moral rights, anywhere, at any time, in any media, even if I am not selected to participate in the Program and without requiring any further consent from me or making any payment to me.
10. I consent to being photographed, filmed and/or recorded as part of the application process for the Program and to my name, likeness, voice and appearance being used (in whole or in part) by the Producer, the Broadcaster and their respective licensees and assignees:
  - (a) in the Program (including broadcast of the Program); and
  - (b) in publicity and promotion for the Program,at any time and in any media throughout the world, without requiring any further consent from me or making any payment to me.
11. In the event that I am selected to continue further in the application process for the Program and/or to participate in the Program itself, I understand that as a condition for my participation I will be required to execute such waivers and release agreements as required by Producer, the Broadcaster and any of their licensees, successors or assigns, including a Contestant Agreement under which the Producer will own all of the rights, including copyright, in the Program and any contributions

made by me in connection with the Program and that the Producer, the Broadcaster and their respective licensees and assignees, shall be free to broadcast or otherwise exploit the Program and my contributions at any time, in any way and in any media throughout the world, without requiring any further consent from me or making any payment to me.

12. **Confidentiality:**

- (a) I acknowledge that it is very important to the Producer and the Broadcaster that all matters concerning the production of the Program are kept absolutely confidential. I understand that by participating in the application process I may obtain information about the Program, including information about the selection criteria, other Program applicants (including their identity), the filming locations, planned activities and other intended content of the Program, its “behind the scenes” activities, production and promotional methods, and business matters of the Producer, the Broadcaster and/or any other person or entity related to any of them, all of which is information that is not generally available to the public and remains strictly confidential unless and until the relevant information is broadcast as part of the Program or otherwise officially released to the public by the Producer, the Broadcaster or persons authorised by them (“**Confidential Information**”).
- (b) **I promise** at all times to keep the Confidential Information secret and confidential, not use the Confidential Information for any purpose and not to disclose any of the Confidential Information to any other person or allow or make it possible for any other person to see any Confidential Information that may be in my possession or control, except to the extent required by law or as expressly directed by the Producer.
- (c) **I promise** not to photograph, film or record any audition or any other activity in which I participate in connection with the Program, except as expressly directed by the Producer; and
- (d) **I promise** not to make any statement or give any interview about my participation in the application process and/or the Program to any media organisation, outlet or platform, nor post or otherwise publish any Confidential Information, photograph, video or other material concerning my participation in the application process, on or via any form of media, including but not limited to **Facebook, Twitter, Instagram, YouTube** or any other social media, except as expressly directed to do so by the Producer and/or Broadcaster, nor allow or procure any other person to do any of these things for or on my behalf, regardless of whether or not I am chosen as a participant for the Program.

13. **Release:**

- (a) I acknowledge and agree that my participation in the application process for the Program is voluntarily and at my own risk. I agree that the Producer will not be liable to me in any way for any loss, damage or injury to me, my property or reputation in connection with my participation in any audition and/or the making or uses of any information, video or other recording of me that is provided by me or otherwise created in the course of my participation in the application process.
- (b) To the maximum extent permitted by law, I unconditionally release and shall continue to hold the Producer, the Broadcaster and their respective employees, officers, contractors and agents (“Released Parties”) harmless from and against any actions, claims and any other remedies whatsoever in connection with any loss, damage or injury to me, my property and/or my reputation in connection with my participation in the application process for the Program, including my attendance at any audition location, any travel to and from such location and the uses of any material I have provided, any recordings of me or information I have provided as contemplated in these Terms & Conditions.

**14. Privacy Collection Statement:**

The Producer is bound by the Privacy Act 1988 (Cth) (“**Act**”) in respect of the personal information I provide, which shall be used in accordance with this Collection Statement and our Privacy Policy at <http://www.endemolshine.com.au/privacy-policy>. I understand the Producer collects personal information for the primary purpose of selecting participants for the production of the Program and may share my personal information (including “sensitive information” as defined in the Act) with its related bodies corporate and broadcast partners, including the Broadcaster, and any of its related companies, associates or affiliates, for this purpose and authorise its service provider, eTribez Labs Ltd, to process and store my personal information securely on servers accessible by the Producer and located in the Republic of Ireland, Israel and the USA. I also understand that my personal information may be stored by the Producer’s third party data storage provider on secure servers located in the European Union, which are accessible by the Producer and its parent company, Endemol Shine Group, who is located in the Netherlands and subject to the data protection safeguards contained in the General Data Protection Regulation (EU) 2016/679. I consent to these uses, disclosures and storage arrangements and agree that the Producer may retain my personal information as part of its record of individuals who have applied to be participants in the Program and may use this information to contact me in the future in relation to the Program and/or about other offers, events and programs. I acknowledge that I may update or request access to the personal information I have provided to the Producer by emailing [info@endemolshine.com.au](mailto:info@endemolshine.com.au) and including my name, mobile number and an email address in that request.