

## Application 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 Ninja Warrior – Series 5* ("**Program**").

In return for the Producer considering my application, I, the person making this application, agree to the terms and conditions set out below and represent and warrant that all of the information and answers I provide are true and correct to the best of my knowledge and belief.

1. I am 18 years of age or older at the time of making this application.
2. I am either an Australian citizen or have been a permanent resident of Australia for at least 2 years at the time of making this application.
3. I am applying in my personal and private capacity and I am not an employee of, or in any way associated with, any television broadcaster, 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, any Australian television broadcaster, including Nine Network Australia Pty Limited ("**Broadcaster**"), or any of their related companies, associates or affiliates and neither is any member of my immediate family or anyone living at my usual place of residence.
5. I understand that I may discontinue my participation in the application process at any time. If I discontinue my participation in the application process or refuse to undertake any activity during the course of the selection process, I acknowledge that I will no longer be eligible to participate in the Program but that all terms and conditions of this application will continue to apply to me.
6. I acknowledge that the Producer has no obligation to select me to participate in the Program or in any stage of the application process for the Program and that all such decisions shall be at the sole and absolute discretion of the Producer. I agree that the Producer may disqualify me at any time 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 orders or proceedings nor have I been charged, found guilty or convicted of any criminal offence (other than "spent convictions" that are no longer disclosable under applicable local law).
8. I consent to the Producer conducting or arranging a criminal history check on me. I also agree to provide the Producer with any further information reasonably requested by the Producer.
9. If selected as a participant in the Program I will execute all waivers and release agreements required by the Producer and Broadcaster and any of their licensees, successors or assigns.
10. In the event that I am selected to continue further in the selection process for the Program and, if I am successful, the Program itself, then prior to and as a condition for my participation, I understand and agree that I will be required to sign a separate Participant's Agreement with the Producer and that the Participant's Agreement will provide that in consideration of my participation in the Program, the Producer will own all of the rights in the Program including my contribution and performances which will be freely available for broadcast and all other media purposes without restriction (inclusive of promotion and publicity of the Program and all other ancillary purposes associated with the Program) and without any payment to me.
11. I am willing to submit medical information to the Producer and I hereby authorise an appropriately qualified person or entity as designated by the Producer to conduct psychological and physical examinations of me as required by the Producer. I further authorise the individuals conducting such examinations of me to disclose to the Producer and their representatives (including the Broadcaster) all information about me (including sensitive information) obtained in connection with such examinations, and authorise the Producer to utilise such information in selecting participants for the Program.

12. I consent to being photographed, filmed and/or recorded as part of the application process for the Program and to my name, likeness, voice, appearance and performances being used (in whole or in part):
- (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 any payment being made to me.
13. **Confidentiality:**
- (a) I acknowledge that it is very important to the Producer that all matters concerning the Program are kept absolutely confidential. I understand that in participating in the application process I may obtain information about the selection criteria, other Program participants (including their identity), the filming locations, planned activities and other intended content of the Program, its “behind the scenes” activities, the intended production, publicity and promotional methods for the Program and the business matters of the Producer, the Broadcaster and/or any other person or entity related to any of them, all of which 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. This is all “**Confidential Information**”.
  - (b) I promise that at all times I will keep the Confidential Information secret and confidential, that I will not use the Confidential Information for any purpose and I will not disclose, except to the extent required by law, 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.
  - (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.
  - (d) I promise that I will not, directly or indirectly, make any statement or give any interview about the Program or my participation in the application process at any time to any form of media outlet, platform or organisation and that I will not post or publish any Confidential Information, photograph, video or other material concerning my participation in the application process on or via any form of ‘social media’ (including but not limited to Facebook, Twitter, Instagram, Snapchat, Tik Tok or YouTube) except as expressly directed to do so by the Producer and/or the 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.
14. **Release:**
- (a) I acknowledge and agree that my participation in the application process for the Program is voluntary 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, agents, licensees and assignees (“**Released Parties**”) harmless from and against any actions, claims and any other remedies whatsoever including injunctive relief 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 provided by me, recordings of me, or information provided by me as contemplated in these Application Terms & Conditions.
15. I irrevocably and unconditionally: grant to the Producer, the Broadcaster and their respective licensees, successors and assignees a royalty-free licence to communicate, adapt and exploit any photographic or video material (including all copyright featured in the same) that I have

uploaded and/or submitted as part of my application, at their 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.

16. **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. I 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.