

Australian Idol Series 11 - Online Application Terms and Conditions

- 1) These terms and conditions relate to your application to participate in a talent search competition being filmed for a series of the television program provisionally entitled “Australian Idol” and any support programs (together, the “Program”) which Eureka Productions Pty Ltd (the “Producer”) proposes but does not undertake to produce for Seven Network (Operations) Limited (the “Network”). The information given by you in your application may be used in the Program should you be selected to audition.
- 2) You are only eligible to apply to enter this competition if you:
 - a) Will be between the age of 15 and 35 years old as of 1st October 2025;
 - b) Are either an Australian or New Zealand citizen or are currently a permanent resident in either country;
 - c) Are not contracted to, and remain until the end of the Program uncontracted to, any music label or music publishing company;
 - d) Are not now, and have not in the past 2 years been, an employee, officer, director or agent of the Producer, the Network or Sony Music Entertainment Australia or any parent, subsidiary or associated company, and neither has any member of your immediate family or anyone living at your residential address;
 - e) Are not an employee of, or in any way associated with, any news or media outlet, including any digital media outlet;
 - f) Will be available for the production for a minimum period of 60 days during the period from 1st September 2025 to 1st June 2026;
 - g) Are in good physical and mental health, are not a user of any prohibited drug or substance and do not know of any medical, psychological or other condition that could affect or prevent your participation in the selection process or the Program;
 - h) Do not have any current or prior criminal charges, convictions or claims of any kind whatsoever (including but not limited to a criminal charge with no conviction recorded), nor any AVOs or DVOs sought or granted against you (whether interim or otherwise), and on and from the date of the submission of this application, if any criminal charge, conviction or claim is alleged or brought against you, you agree to immediately inform the Producer; and
 - i) Agree, if selected for participation in the Program, to any and all background checks required by the Producer and the Network, and in addition, to submit to a physical/medical and psychological examination by medical professionals (selected and paid for by the Producer), the submission of medical information to the Producer, and the certification of the medical professionals that you meet all physical and psychological requirements for participation in the Program. You further agree to undertake at the Producer’s request screening for drugs, prohibited substances and communicable diseases and Covid 19 Testing, and to have any vaccination required for travel to a foreign country where the production may be filming, at times and places determined by the Producer. You agree to provide all medical and other information requested by any person appointed by the Producer to carry out such examination, test or screening.
- 3) How We Use Your Data
 - a) You understand that the Producer is bound by the *Privacy Act 1988* (Cth) (the “Act”) and the Australian Privacy Principles (“APPs”) in respect of your personal information collected by the Producer, and that the Producer will collect, use and handle your personal information in accordance with the Producer’s Privacy Policy, which is available at <https://www.eurekagroup.tv/privacypolicy>. The Privacy Policy contains information about: (i) how you may access or correct any of your personal information collected by the Producer;

and (ii) how you may lodge a complaint with the Producer for a breach of any APP or APP code, and how the Producer will action such complaint.

- b) You also understand that the Producer collects personal information for the primary purpose of choosing contestants and producing, promoting, marketing and distributing the Program and may share your personal information (including "sensitive information" as defined in the Act) with the Network, its related bodies corporate and any of their related companies, associates or affiliates, or commissioning broadcasters (which may include overseas broadcasters and distributors) for this purpose. You authorise the Producer to process and store your personal information securely on servers accessible by the Producer. You consent to these uses, disclosures and storage arrangements and agree that the Producer may retain your 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 you in the future in relation to the Program and/or about other offers, events, and programs. If you do not provide the Producer with your personal information as requested from time to time, the Producer may not consider you for participation in the Program.
- 4) You acknowledge and agree to abide by the rules, regulations, terms and conditions for this competition as determined by the Producer (the "Rules") and you acknowledge that the Rules may be changed (including without limitation verbally) at any time by the Producer in its sole discretion. The Producer's decisions regarding all elements of the application process, the selection process, the competition and the Program shall be final and binding.
 - 5) You agree when requested to provide access to the Producer to your social media accounts, and agree to accept friend or follow requests from the Producer and/or the Network to give effect to this condition.
 - 6) The Producer reserves the right to introduce other methods of applying to be a contestant in the Program in its sole discretion and the closing dates for such methods will be as stated in the relevant promotion.
 - 7) The Producer, its agents and sub-contractors do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any online or WhatsApp applications, telephone networks, line, system, server, provider or otherwise which may result in any applications not being properly received.
 - 8) The submission of this application does not guarantee that an applicant will receive an audition or participate in the Program. You acknowledge that the Producer has no obligation to select you to participate in any stage of the process or in the Program and reserve their right to render you ineligible for selection and/or participation in their sole and absolute discretion, without providing any reasons. You further acknowledge that your application does not constitute entry into a relationship or association of any kind including but not limited to any employment relationship, with the Producer and you agree that you will receive no payment for your possible participation in the selection process.
 - 9) Applicants may be selected and invited to attend an audition at a time and location to be decided at the sole discretion of the Producer whose decision will be final and binding.
 - 10) Applicants who are not available for a first-round audition may still be considered for a second-round audition on the basis of a submitted video clip at the sole discretion of the Producer whose decision will be final and binding.
 - 11) Performers may be invited to audition for the series by researchers acting on behalf of the Producer. Such performers will be required to audition on the same basis as any other applicant and normal program Rules will apply.
 - 12) If you are invited to attend an audition, you may be required as a condition of auditioning to complete a formal written application form containing more detailed terms and conditions which will replace these terms and conditions.

- 13) If you are under 18 years of age, please make sure that you get the permission of your parents or legal guardians before applying.
- 14) If you are under 18 years of age and you are invited to audition, you must be accompanied by your parents or legal guardians at the audition. Proof of age will be required at the auditions.
- 15) In the event that you are invited to attend an audition you hereby irrevocably grant all consents necessary for the Producer, the Network and their related companies and or sub-licensees to film and record such audition and the events surrounding it ("Recordings") and to use the Recordings in connection with the Program and/or ancillary rights in the Program or otherwise and to exploit the same in all media throughout the world in perpetuity without the need for payment to you. You further acknowledge and agree that all intellectual property rights (including copyright) in the Recordings and in any photographs, recordings, works and other subject matter in which intellectual property rights subsist, created by you (whether alone or with any other persons), or which you are involved in creating in relation to the selection process and/or the Program and/or provided by you for use in connection with the application for the Program and otherwise in connection with the Program and/or in which you appear, including photographs and audio-visual recordings (taken or produced on any device, including without limitation mobiles) ("Copyright Works") are the sole and absolute property of the Producer. For the avoidance of doubt, the Producer may broadcast, make available, communicate, repeat, exploit, modify and otherwise exercise all rights in the Program, the Recordings, the Copyright Works, or any part of the foregoing, in any media (now known or hereafter devised), worldwide, on any number of occasions, without additional payment to you. To the extent you hold any rights in the Recordings and Copyright Works, you hereby assign to Producer all right, title and interest (including all existing and future intellectual property rights including copyright) in the Recordings and the Copyright Works.
- 16) You acknowledge and agree that Producer has the unrestricted right to use your name, voice, likeness and biographical material, without payment to you, in all media (now known or hereafter devised), including without limitation in connection with the Program, Recordings and Copyright Works, worldwide in perpetuity.
- 17) You acknowledge and agree that you do not have any right to, nor authorise anyone else to, use, exploit, reproduce or otherwise benefit from the Copyright Works, in any media (now known or hereafter devised), including without limitation television, print, online, radio, podcasts, digital, mobile, social media and any other platforms, at any time, without the Producer's prior written consent.
- 18) You acknowledge and agree that your appearance in connection with the Program may be edited at Producer's and/or Network's discretion. To the extent permitted by law, you consent to the Producer, the Network, their related companies and sub-licensees doing or authorising the doing of any act or making or authorising the making of any omission (whether occurring before or after this consent is given) anywhere in the world which may infringe any or all moral rights in relation to the Recordings and Copyright Works, including:
 - a) the right of integrity of authorship and performership (that is, not to have a work or performance subjected to derogatory treatment);
 - b) the right of attribution of authorship or performership of a work; and
 - c) the right not to have authorship or performership of a work falsely attributed, which are rights created by the *Copyright Act 1968* (Cth) and any other similar right capable of protection under laws of any applicable jurisdiction.
- 19) You agree that the Producer may edit the Recordings and Copyright Works in any way and may synchronise the audio from the Recordings and/or Copyright Works with other visual images and the vision from the Recordings and/or Copyright Works with other audio.

- 20) You warrant that: (i) the Copyright Works are original to you; (ii) you have not copied any part of the Copyright Works from another source; (iii) the Copyright Works do not infringe any third party rights or incur liability for any residual or other payment to any third party; (iv) you have obtained the consent of any other people in the Copyright Works to allow the exercise of all rights in the Copyright Works in all media, worldwide, in perpetuity; and (v) you have complied with all laws and regulations in relation to your activities pursuant to these terms and conditions.
- 21) You undertake to do all things reasonably requested by Producer to enable Producer and/or Network to exploit and further assure the rights assigned and consents granted under these terms and conditions.
- 22) Should you be selected to take part in the Program you agree and undertake to enter into further contracts with the Producer and you agree to abide by the terms therein. You further undertake to be available at the times and places required by the Producer and/or the Network to participate in the Program and in any promotion and/or publicity for the Program.
- 23) All personal details and/or information given in your application either in this form or otherwise must be truthful, accurate and in no way misleading. If any of the information you provide changes after you submit it, you agree to promptly inform the Producer of any such change.
- 24) If you have supplied untruthful, inaccurate or misleading personal details and/or information, have failed to abide by the Rules and/or are in breach of the terms hereof or fail to comply with any reasonable instructions or directions of the Producer or the Network, the Producer reserves the right to disqualify you and/or any prize or other benefit awarded or due to be awarded as a result of your participation in the Program may be withheld or reclaimed.
- 25) You understand that you can discontinue your participation in the selection process at any time. If you discontinue your participation in the selection process or refuse to undertake any activity during the course of the selection process, you understand, acknowledge and agree that you will no longer be an applicant for selection in the Program, but the terms and conditions of this application will continue to apply to you.
- 26) You agree not to make any application to a court of law which could result in delaying the selection process in any place or at any time or the production, exhibition or exploitation of the Program and that this paragraph is fundamental to you being permitted by the Producer to participate in the selection process and the Program. The Producer and/or the Network and their related companies are multiple platform media companies in Australia with a presence across all forms of media including but not limited to broadcast television, online, social media podcasts and publishing. The rights granted under this Agreement to the Producer are also granted to the Network's related companies and sub-licensees.
- 27) You acknowledge that it is essential to the Producer and the Network that all matters concerning the selection process and the Program are kept absolutely confidential. You understand that you may obtain information about the selection process, the production of the Program, publicity and promotion of the Program, the people who have applied to participate in the selection process or appear on the Program and about the business of the Producer and the Network that is not generally available to the public. This is all "Confidential Information".
- 28) You promise that, at all times before, during and after the selection process (unless you are otherwise required by law or the Confidential Information is already in the public domain):
 - a) you will keep the Confidential Information secret and confidential;
 - b) you will not use the Confidential Information for any purpose;
 - c) you will not disclose the Confidential Information to any other person or allow or make it possible for any other person to see any of the Confidential Information;

- d) you will not make any statement or give any interview about the selection process or the Program to any media, person or outlet without the prior written consent of the Producer regardless of whether you are selected as a contestant in the Program; and
 - e) you will not communicate to the public via any media at all including but not limited to the internet (eg blogs, personal websites, chatrooms, social media sites eg Facebook (Messenger), Instagram, Snapchat, Tik Tok, Twitter) at any time about your participation in the selection process or Program.
- 29) You acknowledge that in the event you breach the confidentiality or any other provisions or promises contained in these terms and conditions, your breach may cause serious financial and other loss to the Producer and the Network and they might take legal action against you to prevent you from breaching these promises or to recover from you any losses suffered in the sole discretion of Producer or Network. Such breach may also result in you being disqualified to participate as a contestant in the Program. You further acknowledge that a breach by you of any of the confidentiality provisions set out above could cause the Producer and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, you hereby expressly agree that the Producer and the Network shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by you.
- 30) For the avoidance of doubt, all references to the "Program" in these terms and conditions include promotional and publicity materials for the Program.

The submission of your application creates a binding contract between yourself and the Producer on the terms and conditions set out above, which contract is made for the benefit of the Producer, the Network, their licensees, assignees and agents and is governed by the laws in force in New South Wales, Australia.

By submitting this application, you represent, warrant, acknowledge, and agree that:

- a) you have read and you meet and agree to be bound by the eligibility requirements;
- b) you have completed this application honestly and accurately;
- c) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program contestant selection process, and/or from the Program contest (if any), if selected;
- d) even if you meet the eligibility requirements, the Producer has no obligation to further contact you, interview you, and/or select you as a contestant;
- e) even if you are selected as a Contestant, the Producer has no obligation to conduct the Program contest (if any) or produce the Program and the Network has no obligation to exhibit it, even if produced;
- f) the Producer has no obligation to return any materials submitted by you as part of the application whether or not you are selected as a contestant;
- g) you are solely responsible for any and all costs or expenses incurred by you in making the application for the Program, (including but not limited to: calls made, postage, ISP charges, telephony fees, travelling expenses, transportation, accommodation, meals, drinks, insurance, taxes and other costs). Under no circumstances will the Producer cover these or any additional costs;
- h) you agree that if your Application Form is incomplete or incomprehensible or incorrectly submitted and if applicable incorrectly addressed, lost in transit, containing insufficient postage, not received by the Producer at the relevant postal or email address or sent in after any specified closing date that it may not be considered; and

- i) You accept that, due to the large number of applications received, your application may not be acknowledged or responded to and that the Producer may only respond to those of applicants who the Producer wishes to put forward to the next stage of the selection process. You understand that the Producer shall decide in its sole discretion which applications are suitable to be put forward to the next stage of the selection process, that such decisions shall be final and that there will be no right of challenge or appeal against any decisions taken by Producer on this matter.