

Tipping Point (Australia) - 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 television show, *Tipping Point (Australia)* ("**Program**").

In return for the Producer considering your application, the person making this application ("**You**"/"**Your**"/"**Applicant**") agrees to the terms and conditions set out below and represents and warrants that all of the information and answers provided are true and correct to the best of Your knowledge and belief.

1. Applicant must be 18 years of age or older at the time of making this application.
2. Applicant must be 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. You are applying in Your personal and private capacity and You are 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, You have not been an employee, officer, director or agent of the Producer, any Australian television broadcaster or any of their related companies, associates or affiliates and neither is any member of Your immediate family or anyone living at Your usual place of residence.
5. You understand that You may discontinue Your participation in the application process at any time. If You discontinue Your participation in the application process or refuse to undertake any activity during the course of the selection process, You acknowledge that You will no longer be eligible to participate in the Program but that all terms and conditions of this application will continue to apply to You.
6. You acknowledge that the Producer has no obligation to select You 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. You agree that the Producer may disqualify You at any time from participation in any stage of the application process without providing any reason.
7. Other than as disclosed by You to the Producer, You are not subject to any pending criminal charges or other court orders or proceedings, nor have You been charged, found guilty or convicted of any criminal offence (other than "spent convictions" that are no longer disclosable under applicable local law).
8. You consent to the Producer conducting or arranging a criminal history check on You and any other checks that the Producer may determine may be required. You also agree to provide the Producer with any further information reasonably requested by the Producer.
9. You are willing to submit medical information to the Producer and You hereby authorise an appropriately qualified person or entity as designated by the Producer to conduct psychological and physical examinations of You as required by the Producer. You further authorise the individuals conducting such examinations of You to disclose to the Producer all information about You (including sensitive information) obtained in connection with such examinations, and authorise the Producer to utilise such information in selecting participants for the Program, including to disclose such information to representatives of the broadcaster of the Program for this purpose.
10. You irrevocably and unconditionally:

(a) 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 You have uploaded and/or submitted as part of Your application, at their sole discretion, including in connection with the Program; and

(b) 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 You are not selected to participate in the Program and without requiring any further consent from You or making any payment to You.

11. You consent to being photographed, filmed and/or recorded as part of the application process for the Program and to Your name, likeness, voice, appearance and performance 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 You or any payment being made to You.

12. During Your participation in the application process, You agree to comply with all directions of the Producer relating to workplace health and safety, including any social distancing and health measures as may be required by law.

13. In the event that You are selected to continue further in the selection process for the Program and, if You are successful, the Program itself, then prior to and as a condition for Your participation, You understand and agree that You will be required to sign a separate Participant Agreement with the Producer and that the Participant Agreement will provide that in consideration of Your participation in the Program, the Producer will own all of the rights in the Program including Your 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 You.

14. **Confidentiality:**

(a) You acknowledge that it is very important to the Producer that all matters concerning the Program are kept absolutely confidential. You understand that in participating in the application process You 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, its broadcast licensees 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, its broadcast licensees or persons authorised by them. This is all “**Confidential Information**”.

(b) You **promise** that at all times You will keep the Confidential Information secret and confidential, that You will not use the Confidential Information for any purpose and You 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 Your possession or control.

(c) You **promise** not to photograph, film or record any audition or any other activity in which You participate in connection with the Program, except as expressly directed by the Producer.

(d) You **promise** that You will not, directly or indirectly, make any statement or give any interview about the Program or Your participation in the application process at any time to any form of media outlet, platform or organisation and that You will not post or publish any Confidential Information, photograph, video or other material concerning Your 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 its broadcast licensees, nor allow or procure any other person to do any of these things for or on Your behalf, regardless of whether or not You are chosen as a participant for the Program.

15. **Release:**

(a) You acknowledge and agree that Your participation in the application process for the Program is voluntary and at Your own risk. You agree that the Producer will not be liable to You in any way for any loss, damage or injury to You, Your property or reputation in connection with Your participation in any audition and/or the making or uses of any information, video or other recording of You that is provided by You or otherwise created in the course of Your participation in the application process.

(b) To the maximum extent permitted by law, You unconditionally release and shall continue to hold the Producer, its licensees and their respective employees, officers, contractors and agents ("**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 You, Your property and/or Your reputation in connection with Your participation in the application process for the Program, including Your attendance at any audition location, any travel to and from such location and the uses of any material provided by You, recordings of You, or information provided by You as contemplated in these Terms & Conditions.

15. **Privacy Collection Statement:**

The Producer is bound by the *Privacy Act 1988* (Cth) ("**Act**") in respect of the personal information You provide, which shall be used in accordance with this Collection Statement and our Privacy Policy at <http://www.endemolshine.com.au/privacy-policy>. You 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 of the Program, and any of its related companies, associates or affiliates, for this purpose and authorise its service provider, Casting Networks LLC (trading as Cast It Reach), to process and store Your personal information securely on servers accessible by the Producer and located in the USA and/or India. You also understand that Your 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, Banijay Group Holding S.A.S., who is located in France and subject to the data protection safeguards contained in the General Data Protection Regulation (EU) 2016/679. 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. You acknowledge that You may update or request access to the personal information You have provided to the Producer by emailing info@endemolshine.com.au and including Your name, mobile number and an email address in that request.