

# TERMS & CONDITIONS OF ENTRY

## “DANCING WITH THE STARS, SHOUT OUT”

### COMPETITION

### NETWORK 10

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By entering the “Dancing With The Stars, Shout out” competition, you are agreeing to the following terms and conditions:

#### 1. GENERAL INFORMATION

- 1.1 Information on how to enter this competition forms part of the terms of entry.
- 1.2 The competition commences on Monday 27<sup>th</sup> January 2020 at 12:00PM (AEDT) and concludes Sunday 19<sup>th</sup> April 2020 at 23:59PM (AEST) (the “Promotion Period”)
- 1.3 The competition will be advertised on but not limited to <https://www.instagram.com/dancingon10/>, <https://www.instagram.com/dancingon10>, <https://www.facebook.com/dancingon10>, <https://twitter.com/dancingon10>, <https://www.tiktok.com/@dancingon10?>
- 1.4 This is a game of skill competition and chance plays not part in determining the winner.

#### 2. ENTRY ELIGIBILITY

- 2.1 Entry for an individual is open to all residents of Australia.
- 2.2 Entry for a Dance Group is open to all Dance Groups, either from a registered Dance School or Establishment, incorporated or otherwise, in Australia.
- 2.3 Employees and their immediate families of Network Ten Pty Ltd (the “Promoter”), and their associated agencies and companies associated with the Promotion are not eligible to enter. Cost of entry via the internet is free. Internet connection rates may apply.

#### 3. HOW TO ENTER

- 3.1 To enter, entrants will be required to sign into their own personal Instagram, Twitter, Facebook or Tik Tok account or their official Dance Group Instagram, Twitter, Facebook or Tik Tok account, as follows:
  - a. Entry from an Individual: Record an individual video (“Video”) of you **“shout out”\* to the cast / judges of *Dancing With The Stars 2020***  
**OR**
  - b. Entry for a Dance Group: Record a Video of your dance group **“shout out”\* to the cast / judges of *Dancing With The Stars 2020***.  
**AND**
  - c. For an individual entrant: you must upload the Video to your Instagram, Facebook, Twitter or Tik Tok account and use the hashtag **#dancewith10**
  - d. For a Dance Group entry, the Dance Group must upload the Video to their official Instagram, Facebook, Twitter or Tik Tok Dance Group account and use the hashtag **#dancewith10**

For the avoidance of doubt, a “Shout Out” is a message of goodwill or support to the cast or judges of *Dancing with the Stars 2020*.

- 3.2. Each Video submission must:
  - a. be the entrant’s own original work;
  - b. not include any third party intellectual property (such as a logo);
  - c. not infringe on the rights or copyright of any third party;
  - d. not contain material which is defamatory, contemptuous, or obscene or infringes the rights of any person; and
  - e. have the approval of any person featured in the work.
- 3.3. By entering into this competition you represent the Promoter that:
  - a. you are (or are authorised by) the parent or legal guardian of any person under 18 years of age appearing in the Video (“Child”) and agree on behalf of yourself and the Child to these Terms and Conditions;
  - b. If you are under the age of 18 years of age (as at the date of entry), you have parental/guardian permission to enter;

- c. all persons featured in the Video have authorised you to upload the Video for the purposes of the Campaign and agree on their behalf to these Terms and Conditions; and
  - d. your Video complies with these Terms and Conditions.
- 3.4. Each entry will be individually reviewed by the Promoter based on its creative merit. Videos will be selected based on the most unique and creative entry. The Promoter's decision in relation to any aspect of the Campaign will be final and binding on every person who enters. No correspondence will be entered into.
  - 3.5 Entrants and Dance Groups may enter as many times as they wish during the Competition period; however, each entry must be significantly different from any previous entry.
  - 3.6 The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.
  - 3.7 All entries must be free from copyright and must be the the entrant's or Dance Groups own and original work. Network Ten Pty Ltd is not held liable should the entrant be engaged in such activities.
  - 3.8 This is a game of skill; chance plays no part in determining the winner/s. Each entry will be individually judged based on (but not limited to) creative merit, audience engagement, and any other judging requirements as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding and no correspondence will be entered into.
  - 3.9 Incomplete or incomprehensible entries will be deemed invalid.
  - 3.10As a condition of entering the entrant may be required to sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a consent, waiver, release and indemnity form.

## Rights and release

By entering into the Campaign you:

- a. consent to the Promoter using your Entry in any manner and for any purpose at its absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the Video in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Peach or Channel Bold, publication on the Promoter's website, promotional, marketing and publicity purposes;
- b. consent to the Promoter editing the Video in any way;
- c. grant to the Promoter the right to use your name, image and likeness in connection with the Video and the Campaign;
- d. assign to the Promoter, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the Video immediately upon their creation and grant to the Promoter a worldwide, royalty free, exclusive, irrevocable licence to exploit the Video;
- e. consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms and Conditions and you agree that the Promoter is not required to credit you in its exploitation of the Video;
- f. agree that your only remedy in connection with the Video is an action at law for damages (if any);
- g. (to the fullest extent permissible by law) release the Promoter, and the Promoter's servants and agents from any claim by or on behalf of you arising out of or in connection with:
  - i. your participation in the Video or the Campaign; or
  - ii. the exploitation of the Video or the Campaign.

## 4 PRIZING

- 4.1 There will be a maximum of one (1) individual winner prize to be awarded from all individual entries received.
- 4.2 There will be a maximum of one (1) prize to be awarded to a Dance Group from all Dance Group entries received.
- 4.3 A maximum of one prize per person or Dance Group can be won.
- 4.4 All entries become the property of the Promoter and may be used by the Promoter across its social media, online or broadcast properties. A copy of the Promoter's privacy policy can be viewed at <https://cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> in relation to treatment of personal information collected.
- 4.5 The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment

or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.

- 4.6 In consideration for the Promoter awarding the Prize to the Winner/s, the Winner/s hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the Winners participation in any aspect of the Prize (Works). The Winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the Winner will not be entitled to any fee for such use.
- 4.7 The Entrant warrants to the Promoter the entry submitted is an original piece of work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

## 5 PRIZE DETAILS

1x major prize to be awarded to an individual:

Number	Prize Details	AUD Valued at
1x individual to win:	\$10,000.00 AUD	\$10,000.00 AUD

1 x major prize prize to be awarded to a Dance Group:

Number	Prize Details	AUD Valued at
1 x dance group to win:	\$10,000.00 AUD	\$10,000.00 AUD

- 5.1 Total prize valued at up to \$20,000.00 AUD (inclusive of GST).
- 5.2 If for any reason any element of the Prize becomes unavailable for any reason, which is out of the Promoters control then a similar Prize to equal value, will be awarded in lieu.
- 5.3 Any costs, including associated costs in attending to redeem the Major Prize/s, are the sole responsibility of the Major Prize Winner/s.
- 5.4 Prize monies will be transferred into the bank account nominated by the Winner/s. The Dance Group major prize money will be awarded to the official Dance Group account. The Promoter will not be responsible for the Winner/s not receiving prize funds as a result of incorrect bank account number details or other details affecting the transfer. The Winner/s will be required to provide their bank details in writing or via email to the Promoter.
- 5.5 Prizes will be awarded to individual person named in the entry or, for the Dance Group, to the Dance Group.
- 5.6 If a major prize winner is under 18 years of age at the time of judging, the prize/s will be awarded to their nominated Parent or Guardian on behalf of the winner/s. The winner/s and parent or guardian may be required to sign a prize transfer form.
- 5.7 All prizes are non-transferrable. Prizes must be taken as offered. Prize values are in Australian dollars. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
- 5.8 The Promoter is neither responsible nor liable for any delay in the delivery of the major prize/s.
- 5.9 By accepting the prize, the Major Prize Winner/s agree to participate in and co-operate as required with all reasonable media editorial requests relating to their entry and the prizes, including but not limited to, being interviewed and photographed or filmed..

## 6 PRIZE JUDGING

- 6.1 The one (1) most creative, unique entry, as judged by The Promoter at their absolute discretion, will be deemed the Winner. The Promoter's decision is final and no correspondence will be entered into.

- 6.2 The community can get involved by liking their favourite response. Community response will be referenced by The Promoter as part of the judging criteria, however, this will have no bearing on the winner selection and the final decision is at the discretion of the Promoter.
- 6.3 Entries must be received by Sunday 19<sup>th</sup> April 2020 at 23:59 AEST to be included in the Prize Judging. Each valid entry received during the Competition Period will be entered into the Prize judging.
- 6.4 An Entry will only be valid if the entry includes the relevant **hashtag** (as per clause 3.1.c and 3.1.d) and the entrant's account is set to public status. Social Posts must remain on the entrant's account for at least 7 days after the last time and date for judging.
- 6.5 The Promoter has the right to disqualify any entrant if there is suspicion of using fake accounts to increase likes on their post; or if they are deemed in any other way of entering the competition in a way which does not comply with the intent of these rules.
- 6.6 Each valid entrant who has entered the competition over the duration of the Promotional Period will be entered into the pool of entries.
- 6.7 If any particular judging date is scheduled on a public holiday, the judging will be conducted on the following business day.
- 6.8 The winner/s will be notified of their prize in writing on Instagram, within two (2) days of the Judging. The winner will be notified by a direct message on the winning post on Instagram and must respond to verify their identity and claim their prize.
- 6.9 The Promoter reserves the right to request winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 6.10 The Promoter reserves the right to verify the validity of entries (including but not limited to an entrant's identity, age and place of residence) and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- 6.11 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
- 6.12 One (1) individual winner and one (1) Dance Group winner will be selected from all the valid entries received during the Promotional Period. The judging will take place at The Promoter's premises, 1 Saunders Street, Pyrmont NSW 2009, commencing Monday 20<sup>th</sup> April 2020 from 10:00 AM (AEST).
- 6.13 The Promoter will contact the winner/s via direct message in their Instagram account and will provide them with an email to use to contact the Promoter. It is the responsibility of the entrant/s to check if they have been tagged as a winner. The winner/s is to contact the Promoter at the email address provided with their mailing address within 7 days of the winner announcement. If they do not contact the Promoter, the winner will be re-judged.
- 6.14 If required, unclaimed prize judging will take place at Network 10, 1 Saunders St, Pyrmont, NSW, 2009 on Monday 11<sup>th</sup> May 2020 after 10:00 AEST. The unclaimed prize Winner/s will be notified of their prize by direct message on Instagram.

## 7 STANDARD TERMS

- 7.1 Should the Winner engage in any illegal activity, Network 10 and their associated agencies and companies are not held responsible.
- 7.2 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in

accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.

- 7.3 Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 7.4 It is a condition of accepting the Prize that the winner/s must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 7.5 The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is also a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion
- 7.6 The Promoter advises that the winner/s seek their own tax advice and be responsible for reporting any monies earned to the Australian Taxation Office.
- 7.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
- 7.8 The Promoter and the prize sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and its sponsor is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 7.9 The Promoter reserves the right in its sole discretion to disqualify any individual or Dance Group who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved
- 7.10 The Promoter, their associated agencies and , companies and sponsor, if applicable, assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 7.11 If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
- 7.12 Entry via Instagram and continued participation in the Promotion is dependent on entrants following and acting in accordance with Instagram terms of use, including but not limited to clauses relating to entrants with an Instagram account who are under the age of 13 at the time of entry, which can be viewed at <https://help.instagram.com/581066165581870>.
- 7.13 Entry via Facebook and continued participation in the Promotion is dependent on entrants following and acting in accordance with Facebook Terms of Service, including but not limited to clauses relating to entrants with a Facebook account who are under the age of 13 at the time of entry, which can be viewed at <https://www.facebook.com/terms.php>
- 7.14 Entry via Twitter and continued participation in the Promotion is dependent on entrants following and acting in accordance with Twitter Terms of Service, including but not limited to clauses relating to entrants with a

Twitter account who are under the age of 13 at the time of entry, which can be viewed at <https://twitter.com/en/tos>

- 7.15 Entry via Tik Tok and continued participation in the Promotion is dependent on entrants following and acting in accordance with Tik Tok Terms of Service, including but not limited to clauses relating to entrants with a Tik Tok account who are under the age of 13 at the time of entry, which can be viewed at <https://www.tiktok.com/legal/terms-of-use?lang=en>
- 7.16 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or Tik Tok. Entrants understand that they are providing their information to the Promoter and not to Instagram, Facebook, Twitter or Tik Tok. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram, Facebook, Twitter or Tik Tok.
- 7.17 All entrants unconditionally and irrevocably release and discharge Instagram, Facebook, Twitter or Tik Tok from any and all liability in relation to this Promotion.
- 7.18 The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). If you are not willing for this to occur you cannot participate in the Promotion.
- 7.19 The Promoter is Network Ten Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250. Website [www.10play.com.au](http://www.10play.com.au)