2023 I'm a Celebrity…Get Me Out of Here
Public Voting ("**Promotion**")

Terms

About the Voting Service

1. These Terms govern the Promotion. Casting a Vote in the Promotion is deemed acceptance of the Terms.

2. Network 10's 2023 series of "I'm a Celebrity…Get Me Out of Here" ("**Program**") sees a number of celebrities dropped into the jungle to compete with each other to win the title of king/queen of the jungle and a donation to the winning celebrity's nominated charity.

3. Voting is only open to residents in Australia. Voters under the age of 18 years at the time of voting must have parental/guardian consent prior to casting each Vote.

4. During the broadcast of the Program, voters will be invited to cast votes via:

    a. Online voting on 10play.com.au/trial, voting for the celebrity they would like to see undertake a Trial Challenge in the following episode ("**Trial Voting**").
    b. Online voting on 10play.com.au/vote, voting for the celebrity they would like to save from elimination and keep in the jungle ("**Vote to Save**").
    c. Online voting on 10play.com.au/votetowin, voting for the celebrity they would like to be crowned 'King/Queen of the Jungle' in the Grand Finale episode ("**Vote to Win**").

    Each Trial Vote, Vote to Save and Vote to Win that is cast will be referred to as a "**Vote**".
    There are three types of voting activities: Trial Vote, Vote to Save and Vote to Win (each referred to as a "**Vote Type**").

5. Unless, during the broadcast of relevant episodes of the Program requesting submission of Votes, voters are notified about additional valid voting method(s), voting via online at 10play.com.au is the only valid voting method to submit a Vote.

Voting Period

6. The voting period to Vote for each Vote Type is a "**Voting Period**". The voting periods for each Vote Type are collectively referred to as the "**Voting Periods**".

7. During the broadcast of relevant episodes of the Program, voters will be notified of the Voting Period and the voting method to cast a Vote.

8. The Voting Periods are subject to change at the discretion of the Promoter without notice to voters. Viewers are advised to watch the Program or visit 10play.com.au for up-to-date Voting Periods and voting information.

9. It is the responsibility of each voter to ensure they cast their Votes via the correct, valid voting method and within the relevant Voting Period. Votes submitted outside the Voting Period will

not be valid and will not be counted. The Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who attempt to cast Votes via an incorrect voting method.

Voting Charges

10. Each Vote cast via 10play.com.au may incur data and/or internet charges by the voter's telecommunications or internet service provider and are the responsibility of the voter.

Maximum Number of Votes

11. There are three (3) Voting Types throughout the "Program". Each Voting Type ("**Vote to Win**", "**Trial Voting**", "**Vote to Save**") will have corresponding Voting Periods. During the corresponding Voting Period for each Vote Type, voters may cast a maximum of ten (10) Votes per 10 Play member per day during that Voting Period per day (that is, between the hours of 00:00:00 – 23:59:59 AEST (or earlier time specified time for the last day of the voting period) via 10play.com.au. For clarity, voting maximum limits are set for each Voting type, and voters can cast up to ten (10) Votes for each Voting type per day, while the Voting period is open.

12. Once the voter has reached the maximum number of votes via 10play.com.au on any given day of the Voting Period, all additional votes via 10play.com.au cast that day will be invalid and will not be counted. Each voter's voting capacity via 10play.com.au will reset at midnight 00:00:00 AEST on the start of each day of the Voting Period.

13. Subject to sections 11 and 12 above, voters can vote for more than one celebrity during a given Voting Period, via 10play.com.au.

Voting Mechanics

14. Voters may cast all Votes online at 10play.com.au, with a maximum of ten (10) Votes per 10play member per Voting Period per day (as described above in section 11).

15. To be eligible to cast a Vote via 10play.com.au, voters must have a 10 Play membership account. To register to become a 10 Play member, voters must provide their details including (but not limited to) first name, last name, gender, month and year of birth, postcode, email address, and favourite genre. New users that sign up will be required to complete a 2-step verification process to verify their account.

16. To cast a Vote via 10play.com.au, voters must be logged into their 10 Play membership account. The voting page is restricted to 10 play members only.

17. Email addresses entered for voting via 10play.com.au will be captured by a 3rd party service provider for voting verification.

18. Votes are deemed made at the time each Vote is received by the Voting Service Provider on its database and not at the time sent by the voter. The Promoter and the Voting Service Provider accept no responsibility for any late, lost or misdirected Votes due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by the Promoter).

19. Further information on how to vote will be advertised during the broadcast of the Program and on the Program website at 10play.com.au.

Voting Results

20. The Promoter and the Voting Service Provider reserve the right to keep all voting results confidential.

21. At the close of each of the Voting Periods, all Votes will be totalled, and each celebrity will be ranked in order of valid Votes received from highest to lowest.

22. For the Trial Voting, the celebrity or celebrities (as determined by the Promoter) with the highest number of Votes will be required to undertake the next Trial Challenge. In the event of a tie, the Promoter may, in its discretion, refer back to the previous Trial Voting Period and combine those Votes for those tied celebrities with the Votes for the Trial Voting from the current Voting Period. In that event, the celebrity or celebrities (as determined by the Promoter) who have the highest combined Trial Voting from both Voting Periods will be chosen to undertake the Trial Challenge. In the event a celebrity chooses not to participate in a Trial Challenge, they may not be able to take part in the prize on offer for the Trial Challenge.

23. For the Vote to Save, the celebrity or celebrities (as determined by the Promoter) with the lowest number of Votes will be eliminated from the camp. In the event of a tie, the Promoter may, in its discretion, refer back to the previous Vote to Save Voting Period and combine those Vote to Save Votes for those tied celebrities with the Votes for the Vote to Save from the current Voting Period. In that event, the celebrity or celebrities (as determined by the Promoter) who have the lowest combined Vote to Save from both Voting Periods will be eliminated.

24. For the Vote to Win, the celebrity with the highest number of Votes will be crowned king/queen of the jungle and their nominated charity will receive a donation. In the event of a tie, the Promoter will declare this and announce both celebrities as Winners, and the charitable donation will be split equally between the two Winners' nominated charities.

25. In the event a celebrity is no longer able to participate in the Program for whatever reason or chooses at any time to exit the jungle by declaring "I'm a celebrity get me out of here", they will leave the jungle and all voting for this celebrity will cease.

26. Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who cast Votes for a celebrity or celebrities who has/have left the jungle or who submit incomplete or incomprehensible votes.

General Terms

27. Voting is only open to voters located in Australia at the time of voting. Prior to casting each Vote, voters under the age of 18 years at the time of voting must have parental/guardian consent.

28. The Promoter reserves the right to amend these Terms at any time throughout the Promotion without notice.

29. The Promoter may cancel the Promotion at any time for any reason and without notice.

30. If, for any reason, the Promotion is not capable of being conducted as planned, the Promoter reserves the right to take such action it deems necessary in its sole discretion which without limiting the generality of the foregoing may include modifying, suspending, terminating or cancelling the Promotion.

31. To the extent permissible by law, the Promoter excludes: (i) all warranties of any kind relating to these Terms, whether implied, statutory or otherwise; and (ii) all implied terms of any kind relating to these Terms, whether statutory or otherwise.

32. Except for liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury; or loss and damage whatsoever (including loss of opportunity) whether direct, indirect, special or consequential whether in an action in contract, negligence or other tort, statute or otherwise, arising in any way out of or in connection with the Promotion or these Terms.

33. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached, or not fully complied with, any of these Terms, tampered with or manipulated the entry or voting process, or engaged in any unlawful or other improper misconduct which may jeopardise the Promotion (including jeopardising the administration of the Promotion). The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

34. All Votes become the property of the Promoter.

35. In addition to separate consents in respect of 10 Play membership, each voter consents to the Promoter collecting their personal information for the purpose of conducting the Promotion. The voter's personal information may be disclosed to related entities, the Voting Service Provider and third party service providers for this purpose including outside Australia. If a voter is not willing for this to occur, the voter cannot participate in the Promotion.

36. The Promoter is bound by the Australian Privacy Principles ("**APPs**") in the Privacy Act 1988 (Cth) and by casting a vote in the Promotion, each voter is taken to consent to the Promoter's privacy policy which contains information, amongst other things, about how the voter may access personal information that is held by the Promoter about the voter and seek correction of such information. See www.10play.com.au/privacy to access the Promoter's APP Privacy Policy. The Promoter's APP Privacy Policy also contains information about how a voter may complain about a breach of the APPs, or a registered code that is binding on the Promoter and how the Promoter will deal with such complaints.

37. The **Promoter** is Network Ten Pty Limited (ACN 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.

38. The **Voting Service Provider** is Ansible Pty Ltd (ACN 86 097 086 390) of Level 3, 100 Chalmers Street, Surry Hills, NSW 2010.