

## **FAMILY FEUD AUDIENCE TERMS AND CONDITIONS**

In return for the consideration of being allowed to participate in the audience for Family Feud (the "**Program**") which is produced by FremantleMedia Australia Pty Limited (the "**Producer**") for broadcast by the Network Ten ("**Ten**") and for exploitation throughout the Universe, I agree to the Family Feud Audience Terms and Conditions, understood by me to be as follows:

1. I realise and agree that:
  - (a) the Producer's decisions will be in the interests of the Program and will be final in all matters;
  - (b) I will not transmit or aid in transmitting any description, account, picture, or reproduction of the Program, including but not limited to photographs and other images;
  - (c) the Producer has no obligation to make or exploit the Program, or to use me in the Program, and I will not bring any claim against the Producer for loss of opportunity in relation to the Program.
  
2. I grant to the Producer all rights, title and interest (including present and future copyright) in all media (now known or hereafter devised) and formats throughout the Universe for the full period of copyright (including any extensions and renewals thereto) and thereafter insofar as is possible in perpetuity:
  - (a) to all recordings of my name, appearance, likeness and voice on film or videotape arising out of the Program including, as may be required of me at the Producer's discretion, my taking part in any "trailer" or photograph (taken on its own or as a 'still' from the recording) designed to publicise the Program (the "**Recordings**"); and
  - (b) to use, edit, modify, alter or exploit in any way the Recordings at the Producer's discretion and use my name, likeness and voice and any biographical details (which includes, without limitation, any "personal information" as defined in the Privacy Act 1988 (Cth) (the "Act") or otherwise ("**Personal Information**"), photographs and recordings of me separately from or in conjunction with the Program or the sponsorship thereof in all media (now known or hereafter devised) and formats throughout the Universe without restriction including without limitation on Program-related web-sites or other online media and in advertising, publicity, sponsorship and exploitation material and without any payment to me and I will make no claim against the Producer or against any third party for such use. I irrevocably consent to the Producer (and persons authorised by the Producer) transferring Personal Information about me throughout the world to related body corporates and third parties associated with the Program and to use the Personal Information for all other purposes contemplated herein.
  
3. Neither the Producer nor Ten are liable for and I release the Producer in respect of any misadventure, accident, injury, loss, damage or other claim that may arise:
  - (a) during the recording of the Program;
  - (b) connected with my participation in the Program;
  - (c) because of the broadcast of the Program, including any statements made by any host, judge, contestant, staff member or other audience member; or
  - (d) otherwise arising from any effects or results of my participation in the Program.

Without limiting the foregoing, I agree that my participation in the relevant episode/s of the Program as an audience member (including any related travel in respect of such attendance) is entirely at my own risk and at my own cost.

4. In respect of my ticket for entry issued by the Producer (the “**Ticket**”), I agree and acknowledge that:
- (a) the Ticket is only valid for the episode to be recorded on the date indicated on the front of the Ticket and for the specific person that the Producer has registered as the ticket holder;
  - (b) the Ticket will be invalid if the Producer’s requirements for confirmation of attendance have not been met to the Producer’s reasonable satisfaction;
  - (c) the Ticket is not transferable, not redeemable for cash, may not be sold or offered for sale, may not be reproduced or duplicated and cannot be replaced if lost, stolen or destroyed;
  - (d) alcoholic beverages, illegal drugs, controlled substances, cameras and recording devices of any kind may not be brought into or consumed on the premises;
  - (e) the Producer reserves the right to refuse entry to me and to eject me from the premises if my conduct or speech is deemed by the Producer (at its entire discretion) to be disorderly or disruptive or I otherwise fail to comply with the Producer’s reasonable directions;
  - (f) the date and time of the recording of the episode of the Program to which the Ticket relates is subject to change without notice;
  - (g) I may be standing throughout the duration of the program; and
  - (h) The ticket does not guarantee entry to the Program audience if the ticket holder does not arrive at the given time and/or the studio is at maximum capacity. The Producer reserves the right to deny any ticket holder entry to the studio at its sole discretion.**

## **PRIVACY POLICY FREMANTLEMEDIA AUSTRALIA**

### **About Us**

FremantleMedia Australia Pty Limited and its related bodies corporate in Australia ("the Organization"), is aware of and recognises the importance of dealing with the collection, security, quality of and disclosure of personal information in accordance with the Australian Privacy Principles (APPs) and the the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, which amends the *Privacy Act 1988*.

The Organization will from time to time need to collect or have disclosed to it personal information relating to individuals.

### **Individuals with Whom We Deal**

Personal information will need to be collected by the Organization or its agents by way of consent from:-

1. Individuals who wish to apply and/or audition to be selected as participants or studio audience members in our television game shows or other television programs;
2. Job applicants who submit or are asked to disclose personal information about themselves;
3. Individuals who submit or are asked to provide written or recorded literary, dramatic, artistic or musical material, images or other information about themselves for consideration for potential inclusion in one of our television productions or related products;
4. Individuals who wish to enter into competitions or otherwise contribute or submit information to us in relation to promotional and/or voting activities or websites (including feedback forms and forums or message boards) conducted in relation to our television programs;
5. Individuals engaged as independent contractors to provide products, services and/or facilities to us for the creation of one of our television products or otherwise; and
6. Individuals who deal with us as a product or service supplier and/or other commercial or trading purposes in connection with the day to day running of our business.

### **Our Need for Information**

The personal information that the Organization may collect on an individual will vary depending on which of the above categories 1-6 apply to an individual. Sometimes an individual's name, address and phone/fax/e-mail details will be sufficient. Otherwise much more information may be required for our purposes but we will not collect or ask for information that we do not need for one or more of our administration or business functions and related activities.

Sometimes we may collect sensitive information on individuals such as health, ethnic background, race or membership details as volunteered by an individual. We will not request for the collection of sensitive information if it is not necessary for one or more of our administration or business functions and related activities.

### **What Do We Do With Personal Information?**

This will depend on which category 1- 6 an individual falls into as mentioned above.

Individuals in category 1 will be given a "Privacy/Collection Statement" which outlines what we will do with their personal information, where practical. In relation to a potential contestant this would usually occur at the time of any audition or soon after, and if they are successful, on becoming a contestant. In relation to a studio audience member, this would usually occur before the individual participated as a studio audience member or soon after.

Individuals in categories 2 and 3 will be dealt with in accordance with the APPs and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, and may be sent a letter or email which will explain what we do with their personal information.

Personal Information on individuals in category 4 will be dealt with in accordance with with the APPs, this Privacy Policy, the rules and regulations of each competition/promotion and in respect of program websites, any "Privacy Statement" appearing on the website which shall supplement this Privacy Policy in respect of the website/program in question.

Personal Information on individuals in categories 5 and 6 will only be used to the extent it is necessary for the completion of the engagement of services, contract and/or any ongoing or renewed arrangement or trading/business relationship with us.

#### **Who Will Have Access to Personal Information We Have?**

The Organization is part of a worldwide organization with associated offices overseas. The ultimate holding company is the Bertelsmann Group located in Germany. Accounting, audit, management, contestant and program production information may need to be disclosed to our related offices overseas in, amongst others, Luxembourg, United Kingdom, New Zealand and United States of America. This will only be done in a manner consistent with the APPs.

#### **Storage Of Data**

We store personal information for varying periods of time depending on the purpose for which it is collected. In accordance with the APPs this will be stored in a secure manner and made available only to those employees and management who need access to the information in order to perform their roles. Once we determine that we no longer require the personal information it will be destroyed in a secure manner.

#### **Access To Personal Information**

Subject to some exceptions you have the right to request access to any personal information held by the Organization, which relates to you, in accordance with the APPs.

Sometimes it may be impractical to provide you access to this information without cost. For example, provision of information which is very old or held on program tapes. The Organization will determine and charge appropriate fees from time to time as it sees fit for providing access in those circumstances. Ordinarily, copies of personal information held in files or electronically can be provided for nominal handling/postage fees. In order for you to access information you must provide us with sufficient information to enable us to properly identify you.

Any requests for access must be made in writing to the contestant co-ordinator of the program in which you appeared if you were a contestant or for all other matters to the Privacy Officer at the address below.

If personal information held by the Organization is inaccurate or out of date you have the right to request it to be updated or corrected. If there is a dispute as to whether the information we hold is correct or out of date the Privacy Officer will endeavour to resolve this.

#### **Disclosure Of This Privacy Policy**

We will make copies of this privacy policy available upon written request. Due to the changing nature of the personal information we may collect and our business, we reserve the right to change this Policy from time to time as our needs dictate.

If you have any questions or complaints in how we deal with personal information, please forward this in writing to the Privacy Officer at the address below.

By email: [privacy.officer@fremantlemedia.com.au](mailto:privacy.officer@fremantlemedia.com.au)

By facsimile: +61 (0)2 9434 0700

By letter: Privacy Officer FremantleMedia Australia Pty Ltd Locked Bag 2222 St Leonards NSW 2065

#### **Variations**

FMA reserves the right to vary, replace or terminate this policy at any time and as required by law.

## COLLECTION STATEMENT

FremantleMedia Australia Pty Ltd (ABN 42 000 693 292) ("**FMA**") deals with the collection, security, quality, use and disclosure of personal information in accordance with the Privacy Act 1988 (Cth) (the "**Act**"), this Collection Statement and FMA's Privacy Policy.

Information (including personal information as described in the Act) provided by you is collected for the purpose of considering your suitability for a position at FMA. Therefore, it is imperative that any information supplied by you is correct and accurate.

Any information submitted by you will be held securely by FMA. FMA may use such information to consider you for, and to contact you regarding, potential positions at FMA.

Please see FMA's Privacy Policy for further details on:

- (a) how you can access or correct any of your information collected and stored by FMA; and
- (b) how you can complain about a breach by FMA of any Australian Privacy Principle.