

TERMS AND CONDITIONS

KEY:

A. Specific Conditions

Item 1	Program Name	MTV TRL
Item 2	Producer	The producer (Producer) is VIMN Australia Pty Ltd ACN 107 601 418 of Ground Floor, 4-16 Yurong Street, East Sydney NSW 2010
Item 3	Website	<u>www.mtv.com.au/trl/register</u>
Item 4	Application Restrictions	(i) Age – Applicants must be aged 18 years or over at time of registration (ii) Resident Status – Applicants must be residents of Australia
Item 5	Method of Registration	Registration can be submitted online at the Website Applicants must go to the Website (www.mtv.com.au) and complete the registration form. Applicants must provide the following information for a valid registration: (i) First Name (ii) Last Name (iii) Date of Birth (iv) Post Code (v) Phone (vi) Email
Item 6	Registration Opens	9:30am (AEST) on Friday 8 February, 2019
Item 7	Registration Closes	11:59am (AEST) on Monday 29 April, 2019
Item 8	Notification Date	Successful applicants will be notified a week prior to each recording, which occur Tuesday evenings from 5pm (AEDT), starting March 5 2018
Item 9	Notification Method	Successful applicants will be notified by telephone/email It is the responsibility of each applicant to ensure that the details in their registration are correct, including without limitation telephone contact number and email, and no responsibility will be taken by the Producer for any incorrect or out of date information. Applicants must supply a valid telephone number with their registration.

Item 10	Special Conditions	<p>Applicants may register once only.</p> <p>Successful applicants will receive two tickets to the event: one (1) ticket for him/herself and one (1) ticket for a guest aged 18 years or above.</p> <p>No flights and accommodation are included.</p> <p>The Producer reserves the right to reasonably vary and/or modify these Terms and Conditions for the duration of the registrations, and any such variations will be communicated by a re-published and uploaded version of the full Standard Terms and Conditions on the distributed platform, including the Website.</p> <p>In the event this Registration is promoted on social media, the applicant acknowledges that the social media platform does not endorse this Registration and is not affiliated with this Registration. Applicants must abide by the terms and conditions of the social media platform and releases such platform from all liability.</p>
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B. General Terms

1. Introduction

- (a) These are the General Terms that govern the relationship between you and the Producer when you register your interest to attend the program taping and should be read in conjunction with the Specific Conditions in the above table to form the complete terms and conditions for this Registration (***Terms and Conditions***).
- (b) By submitting an application, applicants warrant that they have read, understand and agree to be bound by these Terms and Conditions. In addition, Applicants understand that there are no guarantee that their application will be successful, the Producer will allocate Tickets to the Program on a first come basis considering valid applications.
- (c) To the extent that there is any inconsistency between the Specific Conditions and the General Terms, the Specific Conditions will prevail.

2. Duration

- (a) Registration will commence at the time set out in Item 8 of the Specific Conditions and will conclude at the time set out in Item 9 of the Specific Conditions. Applications received outside of these times will not be eligible.
- (b) The Producer will not accept any responsibility for lost or late applications.

3. Registration Requirements

- (a) Applicants restricted from registration in Item 6 of the Specific Conditions will not be eligible to submit an application and will be disqualified.

4. Privacy

- (a) The Producer's Privacy Policy is located at: <http://www.mtv.com.au/legal/privacy-policy>

- (b) We respect your rights to privacy under the Privacy Act 1988 (Cth) (Act) and we comply with all of the Act's requirements in respect of the collection, management and disclosure of your personal information.
- (c) The Producer makes no representations or warranties in relation to the privacy practices of any third party website, and is not responsible for the privacy policies or the content of any third party website, including without limitation any social media site (including without limitation, Facebook, Twitter and Instagram). Third party websites are responsible for informing you about their own privacy practices.
- (d) In order to conduct the Registration, the Producer may collect personal information, being any information that can be used to personally identify applicants, or information that applicants are reasonably identifiable from, including without limitation, each applicant's name, age, residential and/or mailing address (including postcode), telephone number, email address, profession, occupation or job title, IP address, nationality and/or passport and/or personal identification information ("**Personal Data**").
- (e) The Producer may disclose such Personal Data to third parties, including without limitation, the Producer's parents, related and subsidiary companies, past present and future officers, agents, representatives, employees, contractors and assigns, service providers, suppliers in connection with the Registration. For the avoidance of doubt, such third parties may be located outside of Australia in accordance with our Privacy Policy.
- (f) The Producer may use such Personal Data:
 - i. in connection with the Registration which the applicant submitted including without limitation for the purposes of sending electronic messages, social media communications, VOIP communications and/or telephoning applicants;
 - ii. for any purpose to which an applicant gave his/her express consent on entry;
 - iii. as set out in these terms and conditions; and
 - iv. in accordance with the Producer's Privacy Policy, located at: <http://www.mtv.com.au/legal/privacy-policy>
- (g) Such Personal Data will be entered into a database and will be stored at the office of the Producer.
- (h) Applicants may request to access, edit, correct and/or opt-out their Personal Data in accordance with the Producer's Privacy Policy by contacting the Producer on vimnau.privacy@vimn.com.
- (i) Applicants may direct any complaint related to treatment or use of their Personal Data to vimnau.privacy@vimn.com that will be dealt with in accordance with the Producer's privacy policy.
- (j) By registering and agreeing to these terms and conditions, each applicant consents to the Producer's use of their Personal Data as set out in this clause 14 of these terms and conditions and in accordance with the Producer's privacy policy.

C. General

In return for the consideration of being allowed to participate in the audience for MTV TRL (the "Program") which is produced by VIMN Australia Pty Ltd (the "Producer") for broadcast by MTV and for exploitation throughout the world, I agree to these Terms and Conditions, understood by me to be as follows:

- (a) 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; and (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.
- (b) 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 world 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 world 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.

- (c) Without limiting the foregoing, I agree to not disclose to any third party any information relating to the Program or the affairs of the Producer, which may come to my knowledge during or in connection with my participation in the Program. I acknowledge that this includes, but not limited to, any information, photography, video or sound track recording to be made publicly available or to be published by any means including, but not limited to, Facebook, Twitter, YouTube, Instagram or any other form of social media.
- (d) Neither the Producer nor Foxtel 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, 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.
- (e) 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 Program to be recorded on the date indicated in the email and for the specific person that the Producer has registered as the ticket holder plus one guest; (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 the premises. Any patron found to be intoxicated or under the influence of any substance on arrival or within the site may be refused entrance or asked to leave or removed from the event by the Producer (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 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) mobile phones are permitted, provided the ringer is switched off and no photography or recording of the Program of any kind is made by any mobile devices; (h) I may take photos and videos before and after the Program; (i) I may be standing throughout the duration of the Program; and (j) the Ticket does not guarantee entry to the Program audience if the ticket holder does not arrive at the given time and/or the venue is at maximum capacity. The Producer reserves the right to deny any ticket holder entry to the venue at its sole discretion.
- (f) If I require disabled access I will notify the Producer before confirming my attendance.
- (g) The minimum age for attendance is 18 years. Anyone under 18 years of age will not be permitted onto the site.
- (h) is a condition of entry that you accept all bags may be subject to search either on entrance or during the recording. If non-permitted items are discovered, you may be required to leave immediately.
- (i) The Producer shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the successful Applicant(s) and/or any Allowed Guests under these Terms and

Conditions if such delay or failure is caused by circumstances beyond the Producer's reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising without limitation out of or in connection with:

- (i) the activities of third-party event organisers;
- (ii) any form of transportation (including but not limited to flights, trains, coaches, buses, ferries, taxis or cars); and/or

For the avoidance of doubt, the affected successful applicant(s) and/or any Allowed Guest(s) shall be solely liable for any additional costs incurred as a result.

- (j) These Terms and Conditions are to be construed according to the laws of New South Wales, Australia and are subject to the non-exclusive jurisdiction of the courts of that State.