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1. Terms

Your access to and use of the Websites are conditional upon Your acceptance of and compliance with all terms, conditions, notices and disclaimers contained in these Terms of Use and anywhere else in the Websites (the **Terms**). By accessing and/or using the Websites You indicate Your acceptance of the Terms. Ten may change the Terms at any time, and Your continued access/use of the Websites after such change constitutes acceptance of the changes by You. You should check the Terms from time to time for that reason.

Ten may change, alter or discontinue any aspect of the Websites without notice.

2. Disclaimer and acknowledgements

Except where expressly stated, Ten makes no representations about the content and suitability for any purpose of the information contained in any Website. It is provided 'as is' without express or implied warranty of any kind.

Other than warranties and conditions implied by relevant legislation including the Australian Consumer Law 2010, the exclusion of which from an agreement would contravene that statute or cause part or all of this clause to be void (Non-excludable Condition), Ten excludes all terms, conditions and warranties in relation to all services, information and other material provided, or intended to be provided, through each Website.

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In using the Website, You acknowledge that:

(a) Your use of the Website may not be uninterrupted, timely, secure or error free;

(b) the Website and the servers that provide You with data, content, services, third party content, and third party services may not be free of viruses or other harmful components; and

(c) You are responsible for all of Your costs and expenses associated with Your internet connection and otherwise associated with your access to the Website (including but not limited to internet or data service provider charges, such as any excess charges for exceeding any limits on the amount of data you can

download and all equipment and software used to access the Website). In no circumstances is Ten liable for such costs and expenses. There may be occasions where certain areas of the Website contain adult or mature content. In those circumstances, You must be at least 18 years of age to access and view such areas. By clicking "I Accept" (or providing other appropriate form of acknowledgement as required) where indicated before entering certain parts of the Website, You certify that You are 18 years of age or older.

By using the Websites, you may be exposed to material that you find offensive, objectionable and harmful. By using the Websites, you assume all associated risks.

3. Indemnity

Ten accepts no responsibility for Your actions or omissions, and You agree by accessing and/or using the Websites, to indemnify and hold harmless Ten and its related bodies corporate and its and their employees, officers, agents and contractors from and against all actions, proceedings, suits, claims, demands and costs (on a full indemnity basis) brought or made against Ten by any person arising from or in consequence of such actions or omissions, and from and against any damage, loss, cost or expense suffered or incurred by Ten as a direct or indirect consequence thereof, including in relation to any content or material You contribute to the Websites (eg through blogs, chat rooms, or forums or other submissions).

You agree that Ten may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of Your activities in relation to the Websites, including providing any and all information held by Ten, including Your personal or other details, to those authorities and law enforcement agencies.

4. Intellectual Property Rights

4.1 All content and functionality, including all information, text, images (moving and still), graphics, sound, stories, competitions, software and advertisements contained in the Websites (collectively referred to as **material**) are protected by international and Australian law, including copyright and trade mark laws, and all rights are reserved. Except where expressly stated all material on the Websites are presented for Your information and entertainment only, and You are not permitted to download or reproduce any material except when reasonably necessary to access and/or use the Websites. When You access the Websites, You agree that You do so on the following conditions:

- (a) Except as noted above, You may access, use, retrieve, review or download the material for Your personal information and entertainment only.
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- (d) You must keep all material intact and in the same form as presented on the Websites and You may not modify it without the express permission of Ten.
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(f) You must not use the Websites or any of the material contained in it for any purpose which is unlawful, prohibited under these Terms, or which violates any right of Ten or any other owner of any rights in the material contained in the Websites.

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4.2 Activities You must not engage in include:

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- (b) any commercial use of material on the Websites, unless such use is authorised in writing by Ten;
- (c) any form of representation, including linking or framing, that could mislead or deceive a person into believing that the material is from a source other than the Websites;
- (d) any use of or access to the Websites by any automatic tool, including "spiders", "crawlers", "robots" or offline browsing tools; or
- (e) any access or use of the Websites by any means that is contrary to the commercial interests of Ten (eg, to facilitate a means of encouraging users of the Websites to use another website offering services similar to those on the Websites).

4.3 Copyright Agence France-Presse (**AFP**), 2011

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4.7 PLAYREADY NOTICE

Owners of certain content use Microsoft PlayReady™ content access technology to protect their intellectual property, including copyrighted content. The Websites use PlayReady technology to protect certain content. If the PlayReady technology fails to protect the content, content owners may require the service to restrict or prevent the delivery of protected content to specified devices or PC software applications. In certain cases, you may be required to upgrade the PlayReady technology to continue to access the service's content. If you decline such an upgrade, you will not be able to access content that requires the upgrade.

5. Trademark

The logo and word mark for each of 10 play, 10 daily, 10, 10 HD, 10 Bold, 10 Peach, 10 Speaks and 10 All Access are trade marks owned by Network Ten Pty Limited or its Related Body Corporate (as that term is defined in the *Corporations Act 2001*(Cth)) and each mark may not be used without the prior specific and written permission of Ten. No other trade mark appearing in the Websites may be used without the prior specific and written permission of the trade mark owner.

6. Registration

6.1 You agree to provide true and accurate information about Yourself as prompted by the registration form ('Registration Information') and promptly update any such Registration Information. You may only register once for a 10 play membership and You must not register, or attempt to register, more than once or attempt to achieve registration of more than one 10 play membership for Yourself (eg by applying for multiple registrations or memberships by using different email addresses, different mailing addresses or variations on first or last name for the same person). When You register, You must provide Your real name and any other such details as requested on the registration form. 10 play members must be at least 15 years old. We may use the information you provide at registration to let you know about programs and other things we think may be of interest to you. If we use this information for direct marketing purposes, we will give you the opportunity to opt out of receiving any further marketing material.

If You provide any information that is untrue, inaccurate or inappropriate or Ten has reasonable grounds to suspect that such information is untrue, inaccurate or inappropriate or that You have registered, or attempted to register, more than once, Ten has the right to suspend, terminate, lock or delete Your membership registration. Ten accepts that You may make a mistake when registering information about You, and that You will need to correct such mistakes. However, Ten may suspend, lock, terminate and/or delete Your membership if certain details about You (eg Your age) are changed on more than one occasion.

6.2 These Terms will be supplemented by any specific terms and conditions for individual competitions or promotions that You may enter on the Websites or on any other Ten website.

6.3 You are responsible for maintaining the confidentiality of Your password. You agree to immediately notify Ten of any unauthorised use of Your password or any other breach of security.

6.4 Ten may refuse Your registration request for any reason, including if You attempt to associate the same email address with more than one membership (irrespective of whether an existing membership is inactive or has been deleted, locked or suspended) or if Ten has reasonable grounds to suspect that You have registered, or attempted to register, more than once.

7. Comments box and other interactive facilities

In relation to Your use of or participation in any interactive facility associated with the Websites (eg blogs, chat rooms, forums and other content submissions) You agree to the following:

7.1 You are legally responsible for all material and content You submit to the Websites.

7.2 All content and material published on the Websites is at Ten's sole discretion. Ten may refuse access to any person or edit or delete material posted by any person for any reason without notice.

7.3 Ten may in its absolute discretion remove, alter or block any material submitted to the Websites by You, and Ten may terminate, suspend or restrict Your access or use of part or all of the Websites.

7.4 Under no circumstances will You post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating, or in any way designed to solicit identifying information from anyone under the age of 18 years.

7.5 You will not:

(a) Post or submit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind, or any material in contempt of any court or parliament, or encourage any other person to do so.

(b) Post or submit any material which itself, or in a manner which, violates or infringes upon the rights of any other person, including privacy, confidence, performance, moral or copyright unless You have first obtained the express permission of the relevant right holder.

(c) Post or submit any material that is false or misleading.

(d) Post or submit any material that is inappropriate or of nuisance value.

(e) Post or submit any material that provides instruction on illegal activity or discuss illegal activities with the intent to commit them.

(f) Knowingly post or submit or permit the posting or transmission of any material, which contains a computer virus.

(g) Attempt to exploit the activity for Your own commercial purposes or the commercial purposes of any other person, or actually do so (including the posting or transmission of advertising or promotional material), except for legitimate e-commerce functions to be performed by registered users.

(h) Delete or alter or attempt to delete or alter attributions, legal notices, trade marks or copyright marks on any material contained in the Websites or posted or transmitted on any interactive facility.

(i) Download or post any material, which You know or ought to know, cannot be legally distributed.

(j) Post or submit any material on behalf of a suspended member or use an account that is not yours. If this occurs, Ten may lock, suspend or terminate Your membership.

7.6 Notwithstanding its right to supervise or actual supervision of interactivity, Ten has no obligation whatsoever to monitor interactivity or supervise interactivity in any way and accepts no responsibility or liability for any contents therein including, but not limited to, responsibility for any defamatory material or for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted or transmitted via the Websites.

7.7 You warrant that You are the owner of, or are licensed to use, all intellectual property rights in, and that no third party intellectual property rights will be infringed by, any material placed by You on the Websites.

7.8 You grant to Ten a perpetual, royalty-free, non-exclusive, transferrable unrestricted world-wide licence to use, copy, sub-licence, re-distribute, adapt, transmit, edit, publish and/or broadcast, communicate, publicly perform and display any material and/or any part of any material submitted by You to the Websites in any manner and in any medium or forum. Your grant of licence to Ten will be by reference to the material submitted by You to the Websites.

7.9 You consent to Ten doing all things to any material You place on or submit to the Websites, including reproducing, transmitting, publishing, modifying or altering such material, and without attribution of authorship, or by bearing false authorship or by modifying or altering the material even if such modification may otherwise constitute derogatory treatment of the material.

7.10 At the request and expense of Ten You agree to do all things necessary or desirable, including executing other documents, to give effect to these Terms, eg signing all documents in relation to intellectual property rights and moral rights.

7.11 You consent to Your personal information being used and/or disclosed for any reasons given to You by Ten in relation to the collection or use and disclosure of Your personal information. For example, as part of registration You consent to Ten using and disclosing Your personal information for the purposes of sending marketing or other promotional material to You. Notices that may be sent to You include emails that confirm Your registration with the Websites, as well as any other notice related to Ten's operation of the Websites.

7.12 Your submissions are deemed non-confidential and Ten has no obligation to maintain the confidentiality of any information, in whatever form, contained in anything you submit, except pursuant to the [Ten Privacy Policy](#).

8. Dealings with Third Parties

Any dealings between You and third parties (eg affiliates and associates of Ten) through the Websites, such as participation in promotions conducted by advertisers and its terms, conditions, warranties or representations, are solely between You and such third party and You agree that Ten is not responsible or liable for any loss or damage of any kind incurred as a result of such dealings or as the result of the presence of the third parties on the Websites.

9. Hotlinks

The Websites may contain hyperlinks to websites operated by third parties (eg associates and affiliates of Ten). Ten is not responsible for the contents of any linked web site (including any goods or services offered or supplied through such a web site) or any hyperlink contained in the linked web site. The inclusion of any link does not imply any endorsement of the linked web site by Ten. Any link within the Websites, which takes You to a third-party website, is clicked on entirely at Your own risk. Ten does not endorse or in any way adopt representations made by advertisers on the Websites or any linked web site, nor are any offers made by such advertisers or web site operators also made by Ten.

10. Termination

You agree that Ten may in its absolute discretion terminate or suspend Your password or registration, remove, alter, block or suspend any content on, or that You submit to, the Websites, for any reason, either with or without notice. Ten will not be liable to You or any third party for any such action, including termination of Your registration.

11. Notices

Notices to You may be made by various means, including by email, regular mail or by displaying notices or links to notices on the Websites.

12. Comments and Complaints

Ten has a variety of complaint handling mechanisms. You can contact us at contactus@networkten.com.au and details about how to lodge a complaint can be found at [Contact Us](#)

13. Governing Law

The Terms constitute the entire agreement between You and Ten and will be governed by the Laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia in relation to any matter arising in connection with a Website or these Terms. If any provision of the Terms is found to be invalid or unenforceable by an Australian Court of Law, it shall be severed and will not affect the remainder of these Terms, which will continue in full force and effect. All rights not expressly granted are reserved.

14. Privacy Policy

For more information on our privacy practices and how we handle your personal information, please see our [Privacy Policy](#).

This policy does not address the handling of personal information in the course of journalism in Australia. The operations of Network Ten Pty Limited and its subsidiaries are exempt from the Australian Privacy Principles to the extent that the relevant processing of personal information occurs in the course of the collection, preparation and dissemination of news, current affairs and information. Network Ten Pty Limited and its subsidiaries are committed to observing the privacy standards set specifically for the journalism context in the [Commercial Television Industry Code of Practice 2015](#) and the [Privacy Guidelines for Broadcasters](#) administered by the Australian Communications and Media Authority.

15. 10 Play trade promotion collection statement

When you enter our competitions, Network Ten Pty Limited ABN 91 052 515 250 and its parent company ViacomCBS Corporation, collects and handles the personal information you provide in accordance with its Privacy Policy. If you win one of our competitions, we may collect further information from you to award a prize or fulfil our obligations under gaming and lottery legislation. We collect your information so we can

administer this and future competitions and your 10 play profile, promote ours and our partners' products and services, and customise the content and ads you see when using our services. We may disclose your personal information to entities who help us administer the competition including prize sponsors, suppliers and deliverers, and other parties where required by law. These third parties have servers located in the USA, UK, Ireland and Singapore and you consent to this disclosure. If you win a competition, your name will be published as set out in the terms and conditions or required by law. Without your information, we may not be able to enter you into the competition or award prizes, and you may miss out on receiving valuable information from us. You may request that the personal information we hold about you is updated or corrected. Please contact us at privacy@networkten.com.au.

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