## The Dog House

## **Application Terms & Conditions**

In these terms and conditions, "**Ten**" refers to Network Ten Pty Limited (ABN 91 052 515 250) and includes its related bodies corporate and each of their employees, contractors and agents, "**you**" and "**your**" refers to the person submitting an application ("**Application**"), and "**Program**" means the program produced by Ten known as *The Dog House Australia*. By submitting an Application, you accept these Terms & Conditions.

- 1. "Eligible Applicant" means an applicant who:
  - (a) is an Australian Citizen or permanent resident of Australia;
  - (b) has not previously appeared in the Program; and
  - (c) is aged 18 years or over.
- 2. You warrant and represent that:
  - (a) you are an Eligible Applicant;
  - (b) you will complete the Application form fully, honestly and accurately;
  - (c) each of the persons featured in your Application (including all persons appearing in any audiovisual material included as part of your Application) has authorised you to submit the Application and to agree on their behalf to these Terms and Conditions and has consented to you providing their personal information to Ten for the purposes of review and assessment of this Application;
  - (d) your Application complies with these Terms & Conditions and all applicable laws;
  - (e) your Application is your own original work; and
  - (f) your Application does not include any third-party intellectual property and does not contain any material which is defamatory or infringes the rights of any person.
- 3. By submitting an Application you:
  - (a) consent to Ten using your Application in any manner and for any purpose in Ten's absolute discretion without any reference or payment to you;
  - (b) to the fullest extent permissible by law release Ten and Ten's employees, agents and officers from all claims, demands and liability in connection with your Application or your participation in the application process; and
  - (c) acknowledge and agree that your sole remedy for any breach of these Terms & Conditions is an action at law for damages (if any) and you do not have the right to revoke any of the rights granted to Ten or to seek or obtain injunctive or other equitable relief restricting or delaying the production, exhibition or exploitation of the Program.
- 4. Ten will shortlist and select successful applicants in Ten's sole discretion. Neither your submission of an Application, or Ten's acceptance or shortlisting of your Application, constitute an offer or any representation that you will appear on the Program.
- 5. You should not contact Ten regarding the status of your Application. Ten will be in contact with you (using details you provide in your Application) if you are successful in being selected to participate in the next round of the application process.
- 6. If you are selected by Ten to proceed with the application process you must:
  - (a) execute and deliver to Ten all documents (including, release forms, confidentiality agreements, consents to police checks and other agreements relating to your participation in the application process or the Program) in the form required by Ten;

- (b) provide Ten with such information and documentation as may be required by Ten to confirm your identity, age, background, criminal or health record and any representations made in your Application; and
- (c) comply with Ten's reasonable directions from time to time in respect of the application process.
- "Confidential Information" means all information in any form that you obtain about the application process, the Program and the businesses of Ten and its affiliates, related bodies corporate, contractors and licensees until such information is publicised or otherwise disclosed publicly by Ten.
- 8. Except as otherwise required by applicable law, you must:

(a) keep the Confidential Information secret and confidential; and

(b) except with Ten's prior written consent which may be withheld in Ten's absolute discretion not, directly or indirectly, disclose the Confidential Information to any other person.

- Without limiting paragraph 8, you must not make any statement or give any interview about your participation in the application process via any platform (including via any media outlet, personal blog or social media platform).
- 10. You understand that Ten is bound by the *Privacy Act 1988* in respect of your personal information collected by Ten and you have read and consent to the collection, use and handling of your personal information by Ten in accordance with the Collection Statement provided below.
- 11. Ten reserves the right to verify the validity of your Application and to exclude you from the application process in its discretion including if your Application is incomplete, indecipherable or untruthful, if you tamper with the application process, if you submit an Application which is not in accordance with these Terms & Conditions, or if, in the opinion of Ten, you have engaged in conduct which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Ten or the Program. Without limiting the foregoing, Ten reserves the right to render ineligible and/or to disqualify you from the application process if Ten determines that you and any person you nominate is sufficiently connected with the production, administration or distribution of the Program.
- 12. Ten reserves the right to amend these Terms & Conditions at any time.
- 13. These Terms & Conditions are governed by the laws of New South Wales, Australia and you submit to the exclusive jurisdiction of the courts of that state.

## **COLLECTION STATEMENT**

Ten and its parent company Paramount Global, collects and handles your personal information in accordance with its <u>Privacy Policy</u>, so that we can review, assess, manage and verify your Application, determine your eligibility and suitability to participate in the Program, and communicate with you about your Application, the application process and the Program. If you progress through the application, assessment and casting process, we may collect further information from you in order for you to participate in that process and potentially in the Program. We collect this information to administer this process and produce the Program. If you do not provide Ten with the personal information Ten asks for or if the information provided is incorrect or incomplete, then you may forfeit the opportunity to be considered for participation in the Program. We may disclose your personal information to third party service providers who help us to provide our services to manage and handle such applications and associated information and to produce the Program. These third parties have servers located in the USA, UK, Ireland and Singapore, and you consent to this disclosure. You may request that the personal information we hold about you is updated, corrected or deleted. Please contact us at privacy@networkten.com.au.