

## Network 10

### Survivor Activation Competition

#### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Network 10's Survivor Activation Competition ("Competition") is deemed acceptance of these terms and conditions.

#### Eligibility to Enter

2. Entry is open to all residents of Australia who are present at Network 10's Survivor Activation ("the Activation") at Highpoint Shopping Centre, Melbourne. Employees and the immediate families of Network Ten Pty Limited ("the Promoters") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
3. Entrants under the age of 16 years must have prior parental consent to participate in the Competition.

#### Competition Period

4. The Competition commences on **Saturday, 16 August 2025 at 09:00 AEST** and closes on **Sunday, 17 August 2025 at 18:00 AEST** ("Competition Period").
5. The Competition will be advertised on, but not limited to, Network 10, [10.com.au](https://www.10.com.au).

#### How to Enter

6. To participate in the Competition, entrants must complete either of the following requirements. The entrant will have the choice to complete either/or both part a) and/or part b):

Entry option part a) to win a Survivor-branded Puzzle:

- i. Attend the Survivor Activation at highpoint Shopping Centre, Melbourne, between Saturday 16 August 2025 and Sunday 17 August 2025; and
- ii. Take a photo of at the Activation and post the photo to their social media account, tagging #SurvivorAU and @SurvivorAU; and
- iii. Show the photo posted on their social media account to a brand ambassador

Entry option part b) to win a Survivor-branded Buff:

- i. Attend the Survivor Activation at highpoint Shopping Centre, Melbourne, between Saturday 16 August 2025 and Sunday 17 August 2025; and
- ii. Be invited by a brand ambassador to participate in The Peg Challenge, which involves standing on poles whilst holding up weight; and
- iii. Choose to complete either solo or as part of a pair and participate based on the below requirements:

- Solo entrants must remain on the poles for a minimum of two (2) minutes to be deemed a Winner
  - If part of a pair, an entrant must outlast their opponent to be deemed a Winner
7. The Promoter is entitled to use any footage or captured content in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the participant. The Promoters are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the captured content.
  8. The location for the Survivor Activation is at the discretion of the Promoter. The Promoter accepts no responsibility for changes in location and/or timings.
  9. An Entrant will only be eligible to win if they have completed either part a) or part 2) of the entry requirements within the allocated time ("Valid Entry").
  10. Entrants can enter twice throughout the competition period, once per Prize. For clarity, an entrant can enter to win One (1) Puzzle and One (1) Buff throughout the competition period.

### **Rights and Release**

11. By entering into the Competition, you:
  - a. Consent to the Promoter using your entry in any manner and for any purpose at their absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, publication on the Promoter websites, social accounts, promotional, marketing and publicity purposes;
  - b. Consent to the Promoter editing the entry in any way;
  - c. Grant to the Promoter the right to use your name, image, and likeness in connection with the entry and the Competition;
  - d. Assign to the Promoter, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the entry immediately upon their creation and grant to the Promoter a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;
  - e. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter are not required to credit you in its exploitation of the entry.
12. In consideration for the Promoter awarding the Prize to the Prize Winner (s) ("Winner"), the Winner hereby permits the Winner's image and/or voice, as recorded, photographed, or filmed during the Winner's participation in the Prize to appear in connection with Network 10 or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

### **Winner Determination**

13. Each day during the Competition Period, those who complete the requirements stipulated in clause 6 will be deemed a Prize Winner. For clarity, if an entrant completes all requirements stipulated in Clause 6, part A, they will win a Puzzle. If an entrant completes all requirements stipulated in Clause 6, part B, they will win a Buff. Entrants who successfully complete all requirements in Clause 6, part A through part B, are eligible to win One (1) Puzzle and One (1) Buff.

14. The Prize Winners must agree to all of the requirements detailed in these Terms and Conditions, including (but not limited to) participating in the live event and being filmed and shown during the live Network 10 broadcast.
15. The Promoter reserves the right at any stage to revoke the opportunity to win a Prize outlined in clause 17 from any selected Prize Winner for any reason including (but not limited to) if the Promoter believes the selected winner does not meet the entry requirements detailed in these Terms and Conditions or if the Promoter believes the selected winner is not in a physical condition to participate.
16. The Promoter and Reporters' decision in relation to any aspect of the competition will be final and binding with every person who is in attendance. No correspondence will be entered into.

#### Prize Details

17. There will be a total of Two Thousand Four Hundred (2,400) prizes available throughout the Competition Period. Each Prize Winner will be awarded with one (1) of the following, dependent on which entry they have completed:

Prize	Detail	Cost
Part a) Two Thousand (2000) x Prizes	Part a) winners will receive the following: One (1) x Survivor Puzzle	\$1.65
Part b) Four Hundred (400) x Prizes	Part b) winners will receive the following) One (1) x Survivor Buff	\$20.58
	<b>Total AUD (inc. GST)</b>	<b>\$11,532.00</b>

18. The total Prize Pool is valued at up to **\$11,532.00** The Promoters accept no responsibility for change in Prize value between now the ultimate Prize redemption date.
19. In the event that all prizes are exhausted, the Competition will close, and the Activation will not allow any further entrants.
20. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
21. Any ancillary costs associated with redeeming the Prize are not included. These are the responsibility of the Winner.
22. All Prizes are non-transferrable. No cash alternative is available for any Prize. Prizes must be taken as offered. Any Prize, unused portion of any Prize, or portion of the Prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoters accept no responsibility for any variation in the Prize values. Prize Winner is advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of their Prize.

23. After being deemed a Prize Winner, the Prize Winners will be awarded their allocated prize in person at the Activation. Prize Winners must deal directly with the brand ambassadors present at the Activation to fulfill their Prize.
24. In acceptance of the Prize, the Winner acknowledges that they may incur ongoing costs associated with the Prize which are the entire responsibility of the Winner.
25. If the Prize is unavailable, for whatever reason, the Promoter reserve the right to substitute the Prize for a Prize of equal or greater value, subject to any directions given under State Regulation.
26. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
27. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize.
28. In the event that for any reason whatsoever a Winner does not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the Winner.
29. Personal information about the Winner will be shared with the Promoter and their agents, to the extent necessary for the promoters to organise their prize.
30. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
31. Should the Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Prize.
32. By accepting the Prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the Prize. The Winner also agrees to the potential use of their image or video footage being used for promotional purposes.

### **Standard Clauses**

33. If for any reason any aspect of this promotion is not capable of running as planned, including due to war, terrorism, state of emergency, pandemic, COVID-19, or any other kind of disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in their sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the promotion and/or a Prize, subject to any written directions from a relevant regulatory authority.

34. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions.
35. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or entrant; or (f) use of the Prize.
36. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate, subject to government legislation.
37. Any entry data collected becomes the property of the Promoter.
38. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Prize/s except for any liability which cannot be excluded by law. The Promoter are not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
39. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and Prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this Competition, including but not limited to Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.

40. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://privacy.paramount.com/en/policy?r=www.paramount.com> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
41. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.