



AUDIENCE TICKETS

AUSTRALIAN NINJA WARRIOR

AUDIENCE TERMS AND CONDITIONS

Endemol Shine Australia Pty Limited (ABN 20 136 451 208) which includes its employees, contractors, agents, licensees and assignees ("**Producer**") is producing a television series provisionally titled 'Australian Ninja Warrior' – Series 4 ("**Program**") for initial broadcast by Nine Network Australia Pty Ltd (ABN 88 008 685 407) ("**Nine**").

You agree to participate as an audience member in the production of the Program on the following terms and conditions:

Consent

1. By participating as an audience member, you irrevocably grant to the Producer all right, title and interest in all media throughout the world in perpetuity to record you in any way including without limitation in still photographs, on film, videotape or by any other means ("**Recording**") at any time during your participation and to edit, adapt and use the Recording at its sole discretion in any way and for any purpose, without requiring your further consent or making any payment to you.
2. You consent to our collection and use of your personal information in accordance with the *Privacy Act 1988* (Cth) and our Collection Statement.

Confidentiality Undertakings

3. By participating as an audience member, you may obtain information about the Producer and/or the Program, including filming locations, plans, activities, storylines, participants and/or any other content of the Program, methods of production of the Program and/or the business of the Producer, that is not generally available to the public ("**Confidential Information**"). The Confidential Information remains the property of the Producer.
4. **You promise** to keep the Confidential Information secret and confidential at all times and that you will not use the Confidential Information in any way or disclose the Confidential Information to any other person.
5. **No photographs:** You promise to not make or transmit or aid in making or transmitting any description, account, picture or reproduction of the Program, including but not limited to any photographs, videos or other images.
6. **No social media:** You must not make, record, post or publish any Confidential Information or any comment, opinion, photograph, video, story or other account or details about the Program on any form of media, including **Facebook, Twitter, Instagram, Pinterest, Snapchat, Tumblr, YouTube** or any other online site or platform.

Your participation as an audience member

7. You acknowledge and agree that:

- a. you must comply with all of the Producer's directions in relation to the Program and your participation in the Program;
- b. you are responsible for making your own way to and from the venue. Audience members who chose to park at the venue do so at their own cost and risk;
- c. you are strictly prohibited from bringing with you any alcoholic beverages, illegal drugs, controlled substances, weapons, cameras or recording devices of any kind to any production location and/or during any travel to and from such location. Mobile phones are permitted, provided the ringer is switched off and no photography or recording of any kind is made;
- d. your bag(s) may be subject to a search at any time during your participation in the Program, including during any travel to and from any production location;
- e. you must wear enclosed shoes (no thongs or other open toe footwear);
- f. the Producer has the right, at its sole discretion, to refuse entry to you and/or your companions and to eject you and/or your companions from any production location (including travel to and from the same) if you and/or your companions:
 - i. exhibit conduct or speech deemed by the Producer to be disorderly or disruptive;
 - ii. are in possession of any prohibited substances or items or found to be intoxicated or affected by any prohibited substance;
 - iii. you have no shoes or open toe footwear that the Producer considers unsafe for the location;
 - iv. otherwise fail to comply with the Producer's reasonable directions or these terms and conditions;
- g. children between the ages of 10 and 16 must be accompanied at all times by an adult;
- h. the staging and design of the Program's course means that some audience members will have restricted viewing and not be able to see the entirety of the course. You may be allocated an audience seat within a restricted viewing area and you acknowledge and agree that such allocation is solely at the Producer's discretion; and
- i. if you or one of your companions require disabled access, you must notify the Producer before confirming your attendance.

8. You acknowledge and agree that you understand the rules of your participation in the Program and will follow any directions or instructions from the production team, security personnel and/or other authorised persons at the production location for your safety and protection.



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9. In respect of your ticket for entry issued by the Producer ("**Ticket**"), you agree and acknowledge that:

- a. the Ticket does not guarantee entry to the Program audience if you do not arrive at the time notified by the Producer and/or the studio is already at maximum capacity when you arrive. The Producer reserves the right to deny any Ticket holder entry to the studio at its sole discretion;
- b. the Ticket is only valid for the episode to be recorded on the date notified by the Producer and for the specific person that the Producer has registered as the Ticket holder;
- c. the Ticket does not assign the Ticket holder to any particular seat and seats will be allocated at the Producer's sole discretion;
- d. the Ticket will be invalid if the Producer's requirements for confirmation of attendance have not been met to the Producer's reasonable satisfaction;
- e. 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; and
- 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.

Attendance at Call 1 aka FAMILY NINJA session:

10. If you have applied to participate as an audience member in call 1, you acknowledge and agree that:
 - a. all persons participating in this session as audience members must be 10 years of age or over;
 - b. recording of the Program will take place at night in the Melbourne Metropolitan area and you will be notified of the exact location prior to the date;
 - c. you will be required to make your way to and from the location at your own expense; and
 - d. you will be responsible for the cost of any food and beverages you wish to consume while at the location.

Attendance at Call 2 aka SUPERFAN session:

11. If you have applied to participate as an audience member in call 2, you acknowledge and agree that:
 - a. all persons participating in this session as audience members must be 16 years of age or over;
 - b. recording of the Program will take place at night in the Melbourne Metropolitan area and you will be notified of the exact location prior to the date;
 - c. you will be required to participate as an audience member from approx. 7:15pm on the date to which your Ticket relates until 3am the following day;
 - d. you will be required to make your way to and from the location at your own expense; and
 - e. you will be responsible for the cost of any food and beverages you wish to consume while at the location.

Attendance at Call 3 aka NIGHTOWL session:

12. If you have applied to participate as an audience member in call 3, you acknowledge and agree that:
 - a. all persons participating in this session as audience members must be 16 years of age or over;
 - b. recording of the Program will take place at night in the Melbourne Metropolitan area and you will be notified of the exact location prior to the date;
 - c. you will be required to participate as an audience member from approx. 10.30pm on the date to which your Ticket relates until 3am the following day;
 - d. you will be required to make your way to and from the location at your own expense; and
 - e. you will be responsible for the cost of any food and beverages you wish to consume while at the location.

Trade promotion

13. The Producer may conduct an audience lottery for a prize or prizes ("**Prize Giveaway**"), subject to the following:
 - a. open to persons participating as audience members, to be issued with a lottery ticket upon arrival;
 - b. the lottery will be drawn randomly in the course of the evening and the winning entrant must show a valid ticket and claim their prize in person;
 - c. all prizes shall be as determined and selected by the Producer in its sole discretion and cannot be transferred or redeemed for cash; and



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- d. the Producer reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these terms and conditions or otherwise engaged in unlawful or improper conduct.

Release

14. You acknowledge and agree that your participation in the Program as an audience member (including any related travel in respect of such participation) is voluntary and at your own risk. You agree that the Producer will not be liable to you in any way for any loss, damage or injury to you, your property or reputation in connection with your participation and/or the making or uses of the Recording, including your attendance at any production location and any travel to and from such location and/or any cancellation of any activity at the location due to bad weather or for any other reason.
15. To the maximum extent permitted by law, you unconditionally release and shall continue to hold the Producer harmless from and against any actions, claims and any other remedies whatsoever in connection with any loss, damage or injury to you, your property and/or your reputation in connection with your participation and/or the making or uses of the Recording, including your attendance at any production location and any travel to and from such location.
16. You acknowledge that by attending the show, audience company That's The Ticket may contact you for future audience opportunities. You can unsubscribe from the That's The Ticket mailing list at any time.
17. You acknowledge that That's The Ticket may release your personal information to the Producer in cases of medical emergency or other duty of care purposes, if audience members breach these Terms & Conditions, if reasonably necessary for the production of the Program and/or the handling of any complaint, claim, cost, expense, demand, cause of action, damage or loss in relation to the Program.

General terms

18. These terms and conditions shall be governed by the law of New South Wales.

MAP AND DIRECTIONS

VENUE: Melbourne Showgrounds – Entry via GATE 7, Leonard Crescent ASCOT VALE, VIC



PARKING: Audience Parking is available at Melbourne Showgrounds. **PARKING IS NOT FREE.** More information on the cost for parking will be outlined on your ticket if and when you accept a ticket offer.

PUBLIC TRANSPORT: Please visit <https://www.melbourneshowgrounds.com/visitors/getting-here/>