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## CASTING APPLICANT TERMS & CONDITIONS

### GLADIATORS | SERIES 1

PLEASE READ THESE TERMS AND THE ACCOMPANYING PRIVACY STATEMENT CAREFULLY.

By signing below, you (the **Applicant**) signify your acceptance of the below Terms to apply to be considered for *Gladiators – Series 1* (the **Programme**) being produced by Warner Bros. International Television Production Australia Pty Ltd (the **Producer**).

#### Eligibility

1. The Applicant must:
  - a. be at least 18 years old (preferably between 18-80 years old) at the submission date of the Application; and,
  - b. be either (i) an Australian Citizens; or, (ii) an Australian Permanent Residents (preferably who have been Residents for a minimum of 2 years,and agree to provide supporting documentation to prove the above where requested by the Producer.
2. As a condition of participating in the Programme, the Applicant agrees to comply with Producer's work, health and safety policies and procedures as notified by Producer from time to time, including but not limited to Producer's Workplace Health Management Plan;
3. By applying for the Programme, the Applicant agrees that they are not employed by, contracted to or otherwise associated with (including personally related to someone employed or contracted by):
  - a. any news or other media or television organisation including, without limitation, any online media platform or outlet or social media platform or service, either in Australia or elsewhere; or
  - b. the Producer or any other entity that is related to or associated with the Producer.
4. In consideration for being considered by the Producer in the casting process for the Program, the Applicant:
  - a. agrees that any footage recorded by the Producer during the casting process (including, without limitation, any photographic, visual and/or sound recording) may be used by the Producer or its licensees in the Programme and the Producer and its licensees may exploit the Programme throughout the world in perpetuity in all media;
  - b. waives any moral rights in or to such footage;
  - c. acknowledges that the Producer may edit or adapt such footage in any way it sees fit; and
  - d. consents to the Producer and its licensees exploiting their voice, name, image, likeness, acts or omissions and any materials or information collected by the Producer through the casting process for the purpose of producing and exploiting the Programme throughout the world in perpetuity in all media.
5. The Applicant acknowledges that their submitted Application has been completed truthfully and has been personally completed by them. Producer may reject any Application that is not completed by the Applicant or that has been completed and/or submitted on the Applicant's behalf.
6. The Producer will only accept applications that are submitted online.
7. The Applicant acknowledges and agree that if the Applicant is confirmed as a participant on the Programme, the Applicant may be required to:
  - a. suspend all social media accounts (including but not limited to Instagram, TikTok and Facebook) (**Social Media Accounts**) and ensure the privacy settings on such Social Media Accounts are set to the maximum available; and/or,

- b. give Warner Bros. administration privileges for my Social Media Accounts during the Programme's filming and broadcast periods.

#### Medical

8. The Applicant must ensure that they are in good physical and mental health and are able to prove that there is no medical, psychological or additional condition, injury or illness that could affect or hinder their participation in the Programme.
9. The Applicant hereby acknowledges that:
  - a. they are aware of the potential risks associated with participating in the Programme and acknowledge that there is the potential for it to be both physically and emotionally demanding; and
  - b. if any of the information provide in the Application form is false, the Producer will be entitled to exclude the Applicant from the participant selection process for the Programme.
10. The Applicant hereby warrants and represents that:
  - a. they are not a user of any illegal drugs or substances;
  - b. all questions in the Application form have been completed fully, honestly and accurately; and
  - c. they confirm they have not misled or attempted to mislead the Producer in any way as to their identity or experiences in any other way.

#### Selection

11. The Applicant hereby understands that the:
  - a. completion and submission of, and Producer's subsequent receipt of, an Application is not an offer or any representation that the Applicant will be considered for participation in or will appear on the Programme;
  - b. Applicant should not contact the Producer regarding the status of their Application;
  - c. Producer will contact applicants who are selected for the next round of casting; and
  - d. selection of applicants for the Programme will be made at the sole discretion of the Producer and the Producer will not engage in any correspondence in relation to their selection of applicants.
12. If the Applicant is selected by the Producer to proceed with casting for the Programme, the Applicant understands that they will need to agree to:
  - a. provide the Producer with such information and documentation as is necessary to enable the Producer to make such enquiries as the Producer requires to confirm their identity, age, background and criminal or health records;
  - b. submit to any medical or psychological assessments or testing (including screening for drugs and illnesses) required by the Producer at times and dates nominated by the Producer;
  - c. provide all information required for the purposes of conducting the assessments or testing referred to in paragraph (b) above;
  - d. make themselves available for and participate in the production and promotion of the Programme at times, dates and locations required by the Producer;
  - e. when engaging in such participation, interact with other participants in the Programme and comply with the Producer's reasonable directions from time to time;
  - f. execute and deliver to the Producer all documents (including release forms, confidentiality agreements, consents to police checks and other agreements relating to their participation in casting or the Programme) in the form required by the Producer; and
  - g. where requested, grant Producer permission to use enter and record footage at the Applicant's residence (inside and outside, including without limitation all things thereupon) for the purposes of production and broadcast of the Programme, and agree and acknowledge that the Producer shall own all rights in any such footage.

#### Confidentiality

13. The Applicant acknowledges that all information and matters relating to the application process and their participation in it must be kept confidential. All information that the Applicant obtains about the casting process,

the Programme and its production, publicity and exploitation, and the businesses of the Producer and its licensees is for the purposes of these terms and conditions (**Confidential Information**).

14. Except as otherwise required by applicable law, the Applicant must:
  - a. keep the Confidential Information confidential;
  - b. not use the Confidential Information for any purpose other than the purpose of their participation in the casting process; and
  - c. except with the Producer's prior written consent (which may be withheld in the Producer's absolute discretion) not disclose the Confidential Information to any other person.
15. Without limiting paragraph 14, the Applicant must not make any statement or give any interview about their participation in the casting process via any platform (including via any media outlet or any social media platform).

#### General

16. To the maximum extent permitted by law, the Applicant hereby discharges, waives, and releases the Producer, its employees, contractors and licensees from any claims, demands or liability of any kind whatsoever, including without limitation, those grounded upon alleged violation of, or interference with, privacy, any accident, illness or injury, or in respect of any footage/recording made of them, or arising in connection with their participation in the casting for and/or production of the Programme (including in relation to the use of any materials provided by the Applicant in the Programme). Without limiting the foregoing and to the maximum extent permitted by law, the Applicant agrees that their remedies in relation to their participation in the casting for and/or production of the Programme are limited to the right to recover damages at law and the Producer's cumulative aggregate liability to the Applicant in relation to their participation in the casting for and/or production of the Programme will not exceed \$1,000.
17. The Applicant consents to being filmed/recorded by the Producer as part of the Program's casting process, acknowledges that the Producer shall own all copyright and other rights in such footage, and waives any other rights (including moral rights) the Applicant may have in the footage.
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19. The Applicant understands that the Producer is bound by the *Privacy Act 1988* (Cth) in respect of the Applicant's personal information collected herein or during the Programme's casting and production process and the Applicant hereby acknowledges that they have read and consent to the collection, use and handling of their personal information by the Producer in accordance with the Collection Statement provided below, including use of the Applicant's personal information and application to consider the Applicant for another programme being produced by the Producer.
20. These Terms and Conditions are governed by the laws of New South Wales, Australia.



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## PRIVACY POLICY | COLLECTION STATEMENT

### *IMPORTANT INFORMATION ABOUT WARNER BROS. INTERNATIONAL TELEVISION PRODUCTION AUSTRALIA (THE PRODUCER)'S COLLECTION, USE AND HANDLING OF YOUR PERSONAL INFORMATION*

Warner Bros. will ensure that any personal information which may include sensitive information (as both those terms are defined in the *Privacy Act 1988* (Cth) (the **Act**)) provided by you in relation to your participation in the Programme will be used in accordance with the Act. All personal information will be kept secure and treated as confidential. Any disclosures of personal information will only be made with your permission (which includes any permissions that you give here or in the rest of the application process) or as permitted by law.

The gathering of information about potential Programme applicants is part of the casting process required by Warner Bros. in order to determine the suitability of applicants for the Programme. This application and your responses are a part of that process. Please read the questions carefully and answer all questions fully, accurately and honestly to the best of your ability. You understand that the information you provide to Warner Bros. (including in this online application) will be verified by Warner Bros and/or its agents with other sources.

By submitting this application form, you are consenting to the use and disclosure of your personal information (including but not limited to information about your health, religious and political beliefs) and any supporting material by Warner Bros. for the purpose of producing and exploiting the Programme and any associated Programme (in any media and in whatever format) and the publicity, promotion, distribution and use thereof. This may include use and disclosure to each of Warner Bros.' related bodies corporate (as that term is defined in the Corporations Act 2001), any sponsor or prize supplier for the Programme (who may use your personal information at their discretion), any licensees of the Programme and the audience for the Programme.

You also understand that Warner Bros and/or its representatives may contact any and all persons and organisations whose details you provide to Warner Bros. (including in this online application) for verification purposes and those individuals may be requested to give an opinion regarding your character.

Warner Bros collects, uses and handles your personal information pursuant to the terms of this collection statement and Warner Bros Privacy Policies found at:

- <https://www.warnermediaprivacy.com/policycenter/filmandtalent/en-eu/>; and
- <https://policies.warnerbros.com/privacy/en-au/>

### ***Uses of your personal information***

The Primary purposes for which Warner Bros. is collecting your personal information is to:

- consider your application to participate in the Programme, or any other Programme produced by Warner Bros;
- verify the information provided by or about you to determine eligibility and ability to participate in the Programme or any other Programme produced by Warner Bros; and
- use the information in or in connection with the Programme.

Your personal information will not be used for any other direct commercial purposes (except as detailed herein) including direct marketing. We will not publish your address or contact details.

If you do not provide Warner Bros with the personal information Warner Bros asks for or if the information provided is incorrect or incomplete, then you may be disqualified and/or may forfeit the opportunity to participate in the Programme.

You agree that Warner Bros may also use your personal information for related secondary purposes including:

- communicating with you, including by email, mail or telephone, including in relation to other Programmes being produced by Warner Bros.;

- sending marketing and promotional material about its products and/or services (or the products and/or services of its Related Bodies Corporate) that it believed you may be interested in;
- for purposes otherwise required or authorised by law (including the Privacy Act 1988); and
- for any other purpose as expressly listed in Warner Bros Privacy Policy.

***Disclosures of your personal information to third parties***

Warner Bros may disclose your personal information (such as your name, email, address and telephone) to the following organisations for the purposes described above (as well as otherwise permitted under Australian law):

- Warner Bros.' related bodies corporate, their licensees (including their commissioning broadcasting licensees), assigns, officers, servants, contractors, agents, successors and executors;
- organisations wishing to acquire an interest in any part of the Warner Bros. business for assessing or implementing any such acquisition;
- persons and organisations whose details you provide to Warner Bros.; and
- any other organisation expressly covered by Warner Bros.' Privacy Policy.

**Warner Bros Privacy Policy**

Please see Warner Bros.' Privacy policy for further details regarding how you may:

1. access or correct any of your personal information collected by Warner Bros; and
2. lodge a complaint with Warner Bros for a breach of any of the Australian Privacy Principle (**APP**) or APP code, and how Warner Bros. will action a complaint.

You have the right to request access to your personal information held by Warner Bros. and to request that any inaccuracies in such personal information be corrected. If you wish to access your personal information, please contact +612 9495 3000.