

## General Terms and Conditions

**Effective Date: 1 January 2022**

I agree with The Academy Xue Yuan (ACN 611 736 415) (“the Academy”) that in consideration for the Academy considering my candidature for the Audition Program (“Program”) and the opportunity to potentially appear in or in association with the Program, amongst other things, I hereby consent to the filming and recording of such contribution and my involvement in the Program and the use of my audition materials by The Academy on the terms and conditions below:

### Eligibility

1. I am at least 11 years of age on 1 January 2022
2. I understand that if I am younger than 18 years of age on 1 January 2022, that I must have the permission and agreement of my parent/s or legal guardian/s to participate in the Program and my parent/s or legal guardian/s (as the case may be) must agree to these terms and conditions and sign the General Terms and Conditions and the Parental/Legal Guardian Consent and all other releases and waivers and other documents that I am required to sign in respect of my participation in the Program.
3. I acknowledge that The Academy reserves the right to cease to provide the Program to any person who it determines, in their sole discretion, cannot prove their identity or who is later discovered to be not eligible for the Program.
4. I do not have any adverse medical or psychological condition which may hinder my participation in the Program.
5. I understand and agree that the Academy reserves the right to cancel my participation in the Program in the event the Academy deems me to be a safety concern to myself, the other participants, the Academy or its staff, and other third parties connected with the Program.
6. I understand and agree that the Academy may cancel my participation in the Program in the event the Academy, in its sole discretion, takes the view that I am not participating in the Program in good faith and with the spirit of competition.
7. I accept and agree that my application to participate in the Program may be accepted, rejected and/or qualified with further conditions by the Academy in its sole discretion.

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

## The Audition Program (“Program”)

8. Only those participants who accept the invitation and in all other respects comply with the terms and conditions provided by the Academy may participate in the Program.
9. I am willing to submit medical information to the Academy and to undertake a medical and psychological examination, and background and police checks if requested by the Academy.
10. I will abide by the rules of the Program as advised from time to time, and the reasonable direction of the Academy and its staff and the trainers.
11. I understand that the training methods engaged by the trainers of the Academy are secret and proprietary and I cannot make any claim in relation to the type, method or delivery of the training.

## General

12. Headings are for convenience only and do not affect the interpretation of this agreement.
13. I understand that I am submitting an Application to be considered for my participation in the Program and acknowledge my details, personal and otherwise, will be included in a database for this purpose.
14. I hereby warrant, represent, acknowledge and agree that:
  - a. I have read, met and agree to be bound by the General Terms and Conditions and eligibility requirements;
  - b. I have completed my application associated with the Program accurately and honestly, and agree that all answers and information supplied in the application will be in no way misleading. I expressly acknowledge the Academy may disqualify me from the Program without should I at any stage supply misleading, or dishonest personal details or information, break the rules, or put the safety of the staff of the Academy or other participants at risk;
  - c. All decisions made by the Academy is final and is not subject to challenge or appeal; and
  - d. No material provided to the Academy by me or on my behalf will be returned to me.
15. I agree that I will not be paid any money for releasing the Academy and the Releasees pursuant to these terms and conditions. I agree that I will not be paid any money for conferring the rights to the Academy and the Releasees referred to in these terms and conditions. I agree that in consideration of the aforementioned grants and releases, the Academy at its labour and expense,

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

has provided me the potential opportunity to participate, and potentially appear in or in association with the Program (“the Benefits”). I expressly agree that the Benefits include sufficient and adequate consideration for the use and exploitation of my contributions to the Program, the Likeness and the Works by any means and media, anywhere in the universe and I waive any right and/or entitlement to any equitable relief, compensation, remuneration, or other payment howsoever arising. I further acknowledge and agree that the Benefits also include full and final consideration for my attendance at any and all activities as required by the Academy in connection with the Program. I also acknowledge that no Fee will be payable to me in respect of any subsequent rebroadcast or retransmission or any other use by the Academy or the Releasees (or any assignees or licensees) of the Program or any part thereof.

16. I acknowledge that I am responsible for my own personal wellbeing and will not hold the Academy, its staff or the trainers responsible for:
  - a. Any injury or illness suffered during the course of the Program;
  - b. Any injury, illness, or aggravation of pre-existing or previous injuries or conditions sustained by you during the course of the Program; and
  - c. Any damage to or loss of your personal property during the Program.
  
17. I will at the request of the Academy, do everything necessary, including execute any documents, to give effect to these terms and conditions and the transactions contemplated by it and cause third parties to do the same.
  
18. If the whole or any part of a provision of the General Terms and Conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the General Terms and Conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the General Terms and Conditions or is contrary to public policy.
  
19. I agree and acknowledge that my sole remedy for any breach of these terms and conditions is an action at law for damages (if any), capped at the maximum value of the Fees I have paid to the Academy (which for this relevant Program is \$0), and that I do not have the right to rescind these terms and conditions or to revoke any

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

rights granted under these terms and conditions. This term is an essential condition of these terms and conditions.

## Grants of Rights

20. In submitting this application:

- a. I consent to the recording, use, and reuse by the Academy and any of its respective licensees, and assignees, and each of their respective employees, agents, representatives, officers and directors (“the Releasees”) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application (collectively “Likeness”) and, if successful, my participation in the Program. This information includes any personal information as defined in the Privacy Act 1988 (Cth) or otherwise as edited, altered, or modified by the Academy or by the Releasees, in any form of media, throughout the universe in perpetuity, in or in connection with the Program.
- b. I agree that the Academy exclusively owns all rights, title and interest in and to any and all intellectual property made by the Academy, the Releasees for or for the purpose of the Program and any other materials that I have provided or may provide in connection with my application or the Program (“the Materials”).
- c. I authorise the Academy and the Releasees to modify, alter or edit the Materials and to use all or part of the Materials and my Likeness in any and all media in perpetuity.
- d. I grant an irrevocable, royalty free licence in any and all media now known or hereafter devised, throughout the universe in perpetuity to the Materials and any music and/or video solely for the purpose of the Program.
- e. Without limiting the previous paragraph, I irrevocably assign the entire copyright, other intellectual property rights and all other rights of whatsoever nature in my contribution to the Program, the Likeness and the Materials (“the Works”) such that the Academy shall be entitled to use and exploit and license others to use and exploit my contributions to the Works by all means and in all media for the full period of copyright including any extensions and renewals as is possible in perpetuity. Further, I irrevocably grant all consents and waivers (to the extent permissible by law) necessary to enable the Academy to make fullest use of the Works without restriction.

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

f. I acknowledge the needs of media production, promotion and distribution and without limiting these terms and conditions, irrevocably consent to the Releasees editing, producing, promoting and adapting the Works or any other act or omission in relation to the Works as the Releasees deem fit in their absolute discretion. I acknowledge and agree that the Releasees will not be liable to me and that I will have no claim against the Releasees or any other person for any act or omission of the Releasees resulting in any prejudicial or derogatory portrayal or representation of me and/or the Works.

21. I irrevocably agree and authorise the Releasees to:

- a. Alter, adapt or make additions to or deletions from the Program (and the Works) at their discretion;
- b. Make and exploit and to authorise the making and exploitation of any recording or fixation of my Likeness separately from or in conjunction with the Program throughout the Universe in perpetuity in all media;
- c. Dub my voice in any language;
- d. Interpret my speech in any language including sign language;
- e. Use my Likeness, the Works, photographs of me and recordings of interviews with me in conjunction with the Program in all media throughout the universe including but not limited to advertising, publicity, promotions, marketing and exploitation material; and
- f. Transfer Personal Information about me overseas to related body corporates and third parties associated with the Program and to use the Personal Information in accordance with these terms and conditions and the Privacy Policy.

### **Intellectual Property Release**

22. In the event I do participate in the Program, I agree to sign any separate agreement with the Academy to the effect that in consideration of my participation in the Program, the Academy will own all of the rights in the Program including any audition materials (electronic or otherwise) submitted with my application and I agree that the Academy may freely broadcast and make available for all other media and other purposes, without restriction and without any payment to me.

Bringing Australia's talents to Asia, and Asia's events into Australia.

## Releases

23. In submitting this application:

- a. I release the Releasees (jointly and severally) from any and all liability arising out of the recording and production of my Likeness and the Materials (including, without limitation to any claim that alleges defamation, or invades any right of privacy and/or publicity).
- b. I agree to irrevocably release the Releasees from any act or omission constituting an infringement of my moral rights as that term is understood pursuant to any law or regulation now, or in the future (“Moral Rights”). I irrevocably waive to the extent allowed by law and agree never to assert any Moral Rights arising out of or in connection with the Works against the Releasees or any other person throughout the universe in perpetuity.
- c. I acknowledge and agree that my Moral Rights or any other rights are not infringed in the event the Works are modified, altered, edited, produced, distributed, broadcasted or adapted for the Program.

24. The Releasees (jointly and severally) shall not be liable to me or my legal representative for any loss, damage, or injury to me or my property caused by or suffered during or in connection with my taking part in the Program unless caused by the negligence of a Releasee and recoverable on that ground from that Releasee following judgment of a competent court of final judgment.

## Confidentiality

25. I agree not to disclose to any third party (other than my professional advisors) any information relating to the Program or the affairs of the Academy, which may come to my knowledge during or in connection with my participation in the Program.

26. I agree that I will not publicise or discuss with any third party without the prior written consent from the Academy, any information relating to the Program, my appearance in the Program, any participants in the Program or any other information which may come to my attention relating to the Academy, or otherwise connected to the Program, except such information which is already public knowledge. Should I be contacted by a member of the press or talent scouting agency at any time, I agree to refer them to the Academy or such other person as the Academy may nominate or otherwise agreed or specified.

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

27. I agree to be bound by the General Terms and Conditions, now and whenever updated, whether or not I am selected to participate in the Program in any manner whatsoever.

### **Privacy**

28. I agree and acknowledge that the Academy deals with the collection, security, use and disclosure of personal information in accordance with its Privacy Policy and the Privacy Act 1988 (Cth) and I hereby authorise the Academy to investigate, access, and collect information about me, about any of the statements made by me in my application, any supporting documents and other documents that I have signed or provided to the Academy, or in any other communication (whether written or oral) to the Academy.

29. I irrevocably authorise the Academy to disclose information concerning me to government agencies, medical providers, employers and other organisations or providers relevant to the Program or as required under any relevant law or regulation.

30. I authorise and consent to the use of my Personal Information (which may include “sensitive information” as defined in the Privacy Act 1988 (Cth)) given to the Academy or collected by the Academy in determining my suitability for the Program and to communicate such information to third parties, including but not limited to the general public through internet streaming, television broadcasts or other media distribution and I agree that there will be no restrictions on the use of Personal Information relating to me that is contained in the recording of the Program.

31. You have the right to request access to Personal Information held by the Academy that relates to you. If the Personal Information held by the Academy is inaccurate you have the right to request it to be updated.

32. I hereby authorise an appropriately qualified person or entity as designated by the Academy to conduct psychological and physical examinations of me as required by the Academy and authorise the individual conducting the examination to disclose to the Academy and their representative all information about me obtained in

Bringing Australia’s talents to Asia, and Asia’s events into Australia.

connection with such examinations, and authorise the Academy to use this information in selecting participants for the Program.

33. I agree that the eligibility requirements and these terms and conditions set by the Academy are fair and I hereby agree to them.

### **Jurisdiction**

34. The Courts of New South Wales shall have the non-exclusive jurisdiction in relation to these terms and conditions, which shall be interpreted according to the laws of New South Wales.

Bringing Australia's talents to Asia, and Asia's events into Australia.

Media | Entertainment | Talents | Programs | Training