Australian Ninja Warrior (2027) – Application Terms & Conditions

Endemol Shine Australia Pty Ltd (ABN 20 136 451 208) which includes its related bodies corporate and all of their employees, contractors and agents ("**Producer**") is inviting applications from persons who may be interested in participating in the reality television program, "Australian Ninja Warrior" (2027) ("**Program**").

In return for the Producer considering my application, I, the person making this application ("**I**"/"**me**"), and, where relevant, my parents or legal guardian, as individuals and collectively, agree to these Terms & Conditions and represent, warrant and undertake that all of the information and answers provided in connection with this application are true and correct to the best of my belief.

1. I acknowledge that I must be at least 16 years old on 1 September 2026 to participate in the Program. If I am 16 or 17 years of age, I understand and agree that my parents or legal guardian must provide permission and give their agreement to my participation in the Program and to these terms and conditions.
2. I am an Australian citizen or a permanent resident of Australia.
3. I am applying in my personal and private capacity and I am not an employee of, or in any way associated with, any television broadcaster, news or media organisation, including any web based media or other online platform or outlet, either in Australia or elsewhere.
4. Now and during the past 2 years, I have not been an employee, officer, director or agent of the Producer, any Australian television broadcaster or any of their related companies, associates, affiliates or licensees and neither is any member of my immediate family or anyone living at my usual place of residence.
5. I understand that I may discontinue my participation in the application process at any time. I acknowledge that if I do discontinue my application or refuse to provide any information or undertake any activity as required during the selection process, I will no longer be eligible to participate in the Program but that all terms and conditions of this application will continue to apply to me.
6. I acknowledge that the Producer has no obligation to consider my application or to select me to participate in the Program or in any stage of the application process, and that all such decisions shall be at the sole and absolute discretion of the Producer. I agree that the Producer may disqualify or remove me from participation in any stage of the selection process without providing any reason.
7. Other than as disclosed by me to the Producer, I am not subject to any pending criminal charges or other court proceedings, nor have I been charged, found guilty or convicted of any criminal offence (other than "spent convictions" that are no longer disclosable under applicable local law).
8. If requested by the Producer, I consent to the Producer conducting or arranging a criminal history check on me and agree to provide the Producer with any further information reasonably requested by the Producer.
9. I am willing to submit medical information to the Producer and hereby authorise an appropriately qualified person or entity as designated by the Producer to conduct any psychological and physical examination of me as required by the Producer. I further authorise the individuals conducting such examinations of me to disclose to the Producer all information about me (including sensitive information) obtained in connection with such examinations, and I authorise the Producer to utilise such information in selecting participants for the Program, including to disclose such information to representatives of the broadcaster of the Program for this purpose.
10. I irrevocably and unconditionally grant to the Producer, its licensees, successors and assignees, a royalty-free licence to, at their sole discretion, edit, adapt and communicate by any means, any video or other recording that I may upload and/or submit as part of my application, anywhere, at any time, in any media, even if I am not selected to participate in the Program, and without requiring any further consent from me, making any payment to me or crediting me as author, and consent to the doing of any other act that would otherwise infringe any moral rights that I may have in such material.
11. I consent to being photographed, filmed and/or recorded as part of the application process for the Program and to my name, likeness, voice, appearance and performance being used (in

whole or in part) by the Producer, its authorised broadcaster and their respective licensees and assignees:

(a) in the Program (including broadcast of the Program); and

(b) in publicity and promotion for the Program and for any other purpose ancillary to the Program,

at any time and in any media throughout the world, without requiring any further consent or making any payment to me.

12. During my participation in the application process, I agree to comply with all directions of the Producer relating to workplace health and safety, including any social distancing and health measures as may be required by law.

13. If I am selected to continue in the application process and, if successful, in the Program itself, I understand that, as a condition for my participation, I will be required to sign a separate Contestant Agreement under which the Producer will own all rights, including copyright, in the Program and in all contributions made by me in connection with the Program. I acknowledge and agree that the Producer, its licensees and assignees, shall be free to broadcast or otherwise make the Program and/or my contributions available at any time, in any way and in any media throughout the world, including for promotion and publicity of the Program or any other purpose, without restriction and without making any payment to me.

14. **Confidentiality:**

(a) I acknowledge that it is very important to the Producer that all matters concerning the Program are kept absolutely confidential. I understand that by participating in the application process I may obtain information about the selection criteria, other Program applicants (including their identity), the filming locations, planned activities and other intended content of the Program, its "behind the scenes" activities, production, publicity and promotional methods, and business matters of the Producer, its broadcast licensees and/or any other person or entity related to any of them, all of which is information that is not generally available to the public and remains strictly confidential unless and until the relevant information is broadcast as part of the Program or otherwise officially released to the public by the Producer, its broadcast licensees or persons authorised by them. This is all "**Confidential Information**".

(b) **I promise** at all times to keep the Confidential Information secret and confidential, not use the Confidential Information for any purpose and not to disclose any of the Confidential Information to any other person or allow or make it possible for any other person to see any Confidential Information that may be in my possession or control, except to the extent required by law or as expressly directed by the Producer.

(c) **I promise** not to photograph, film or record any audition or any other activity in which I participate in connection with the Program, except as expressly directed by the Producer; and

(d) **I promise** not to make any statement or give any interview about my participation in the application process and/or the Program to any media organisation, outlet or platform, nor post or otherwise publish any Confidential Information, photograph, video or other material concerning my participation in the application process, on or via any form of media, including but not limited to **Facebook**, **Instagram**, **X (formerly Twitter)**, **Snapchat**, **TikTok**, **YouTube** or any other social media, except as expressly directed to do so by the Producer and/or its broadcast licensees, nor allow or procure any other person to do any of these things for or on my behalf, regardless of whether or not I am chosen as a participant for the Program.

15. **Release:**

(a) I acknowledge and agree that my participation in the application process for the Program is voluntary and at my own risk. I agree that the Producer will not be liable to me in any way for any loss, damage or injury to me, my property or reputation in connection with my participation in any audition and/or the making or use of any information, video or other recording of me that I provide or that is otherwise created in the course of my participation in the application process.

(b) To the maximum extent permitted by law, I unconditionally release and shall continue to hold the Producer, its licensees, assignees, and their respective employees, officers,

contractors and agents harmless from and against any actions, claims and any other remedies whatsoever in connection with any loss, damage or injury to me, my property and/or my reputation in connection with my participation in the application process for the Program, including my attendance at any audition location, any travel to and from such location and the use of any information or material provided by me and/or recordings of me, as contemplated in these Terms & Conditions.

16. **Privacy Collection Statement:**

I understand the Producer is bound by the Privacy Act 1988 (Cth) ("Act") in respect of the personal information I provide, which shall be used in accordance with this Collection Statement and its Privacy Policy at **http://www.endemolshine.com.au/privacy-policy**. I understand the Producer collects personal information for the primary purpose of selecting participants for the production of the Program and may share my personal information (including "sensitive information" as defined in the Act) with its related bodies corporate and broadcast partners and any of its related companies, associates or affiliates, for this purpose, and I authorise its service provider, Cast it reach, to process and store my personal information securely on servers accessible by the Producer and located in the European Union which are accessible by the Producer and its parent company, Banijay Group Holding S.A.S. located in France and subject to the data protection safeguards contained in the General Data Protection Regulation (EU) 2016/679.. I also understand that my information may be stored by the Producer's third party data storage provider on secure servers located in the European Union, which are accessible by the Producer and its parent company, Banijay Group Holding S.A.S. located in France and subject to the data protection safeguards contained in the General Data Protection Regulation (EU) 2016/679. I consent to these uses, disclosures and storage arrangements and agree that the Producer may retain my personal information as part of its record of individuals who have applied to be participants in the Program and may use this information to contact me in the future in relation to the Program and/or about other offers, events and programs. I acknowledge that I may update or request access to the personal information I have provided to the Producer by emailing **info@endemolshine.com.au** and including my name, mobile number and an email address in that request.