

2020 Dancing With The Stars
Public Voting (“**Promotion**”)

Terms

About the Voting Service

1. These Terms govern the Promotion. Casting a Save Vote in the Promotion is deemed acceptance of the Terms.
2. Network 10’s 2020 series of “Dancing With The Stars” (“**Program**”) sees celebrities and their professional dancer partners competing against each other through the series to determine a final winner whose nominated charity will receive a donation. Viewers can participate by voting for the celebrity who they wish to see continue competing in the Program.
3. Voting is only open to voters located in Australia at the time of voting. Prior to casting each Save Vote, voters under the age of 18 years at the time of voting must have parental/guardian consent, and for SMS voting, mobile phone account holder consent.
4. During the broadcast of the Program, voters will be invited to cast votes for the celebrity who they would like to keep in the Program’s competition via:
 - a. SMS; and/or
 - b. Online voting on 10play.com.au,

(each a “**Save Vote**”).

More details on these voting options are set out in sections 18 – 27 below.

5. Voting via SMS or 10play.com.au are the only valid voting methods for a Save Vote unless, during the broadcast of relevant episodes of the Program requesting a Save Vote, voters are notified about additional valid voting methods.

Voting Periods

6. The period in which viewers can cast a Save Vote will open and close at the respective dates and times as promoted during the Program and on 10play.com.au (“**Voting Period**”). Viewers will be notified of each Voting Period during the broadcast of relevant episodes of the Program and also on 10play.com.au.
7. Each Voting Period will be an individual voting period and will not include viewer Save Votes from any other Voting Period. Viewer Save Votes cast during each Voting Period will be combined with the Judge’s scores for the celebrities’ performances from the episode following the episode in which the Voting Period opened (see details in section 31).

Further details on how voting results are used are set out in sections 28 to 38 below.

8. Voting Periods are subject to change at the discretion of the Promoter without prior notice to viewers. Viewers are advised to watch the Program or visit 10play.com.au for up-to-date Voting Periods and voting information.
9. It is the responsibility of each voter to ensure they cast their Save Votes using a valid voting method and within the relevant Voting Period. Save Votes submitted outside the Voting Period will not be valid. Voters who submit a Save Vote via SMS outside the Voting Period will still be charged for the message but it will not be a valid vote. The Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who cast Save Votes outside the Voting Periods, via an invalid voting method or who otherwise cast an invalid vote.

Voting Charges

10. Each Save Vote cast via SMS (or message sent to the nominated SMS number) is charged at \$0.55 including GST and will appear on the voter's next telephone bill or be deducted from their prepaid credit (Voting Service Provider Helpline 1300 851 419). Such charges are the responsibility of the voter.
11. Each Save Vote cast via 10play.com.au may incur data and/or internet charges by the voter's telecommunications or internet service provider and are the responsibility of the voter.

Maximum Number of Save Votes

12. If SMS is the nominated voting method, Voters may cast up to 2000 Votes per mobile number per Voting Period via SMS ("**Maximum SMS Votes**"). Any Votes cast in addition to the Maximum SMS Votes will not be valid but the voter will still be charged (see paragraph 10). At the commencement of each Voting Period, each voter's voting capacity will reset and each voter will have the Maximum SMS Votes to use for the then-current Voting Period
13. Mobile service providers may also restrict the number of Save Votes that can be placed via SMS including due to capping of premium services. Voters should consult their mobile network carrier for further information.
14. Each Save Vote via SMS should only refer to one celebrity's first name. Any Save Vote via SMS which refers to more than one celebrity will be invalid.
15. During each relevant Voting Period, voters may cast a maximum of one (1) Save Vote per day (that is, between the hours of 00:00:00 -23:59:59) via 10play.com.au. This means that voters can only vote for one celebrity per day via 10play.com.au.
16. Once the voter has reached the maximum number of votes via 10play.com.au on any given day of a Voting Period, all additional votes via 10play.com.au cast that day will be invalid. Each voter's voting capacity via 10play.com.au will reset at midnight on each day of the Voting Period.
17. Subject to sections 12 – 16 above, voters can vote for more than one celebrity during each Voting Period, and voters can cast Save Votes via both SMS and 10play.com.au.

Voting Mechanics

18. Unless otherwise notified, voters may cast Save Votes by:
 - a. sending an SMS to 1995 1010 with only the celebrity's **first name** as promoted on screen during the Program (charged at \$0.55 including GST per SMS, Voting Service Provider Helpline 1300 851 419); or
 - b. online at 10play.com.au.
19. To cast a Save Vote by SMS, voters must have a mobile phone account with a telecommunications service provider recognised by the Promoter and 19 Premium Services enabled on the voter's mobile phone account to allow the voter to send an SMS to the premium SMS number. It is the responsibility of the voter to check with their service provider that they have "19 Premium Services" enabled and to follow all voting instructions provided by the Promoter. Voters under the age of 18 must obtain the prior consent of the mobile phone account holder before sending an SMS vote.
20. Voters who cast a Save Vote via SMS will be sent an SMS in response confirming receipt of each Save Vote cast via SMS, or notifying the voter that the Voting Period has closed (together "**Notification SMS**"). Voters will not be charged for a Notification SMS.
21. Voters may contact the SMS helpline on 1300 851 419 which is operated by the Voting Service Provider.
22. Unless otherwise notified, SMS Save Votes cast by any means other than a mobile phone (such as transmission via the internet or generated or sent by computer software) are invalid.
23. To be eligible to cast a Save Vote via 10play.com.au, voters must have a 10 play membership account. To register to become a 10 play member, voters must provide their details including (but not limited to) first name, last name, gender, month and year of birth, postcode, email address, and favourite genre. New users that sign up will be required to complete a 2-step verification process to verify their account.
24. To cast a Save Vote via 10play.com.au, voters must be logged into their 10 play membership account. The voting page is restricted to 10 play members only.
25. Email addresses entered for voting via 10play.com.au will be captured by a 3rd party service provider for voting verification.
26. Save Votes are deemed made at the time each Save Vote is received by the Voting Service Provider on its database and not at the time sent by the voter. The Promoter and the Voting Service Provider accept no responsibility for any late, lost or misdirected Save Votes due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by the Promoter).
27. Further information on how to vote will be advertised during the broadcast of the Program and on the Program website at 10play.com.au.

Voting Results

28. The Promoter and the Voting Service Provider reserve the right to keep all voting results confidential and are not obliged to enter into any correspondence with voters or any other party with regard to the voting results.
29. At the close of each Voting Period, all valid Save Votes will be totalled and each celebrity will be ranked in order of highest to lowest number of Save Votes.
30. During each episode, each Judge will score each celebrity's performance which will be totalled to give each celebrity a total score from the judging panel ("**Judge's Score**"). Each celebrity will be ranked in order of highest to lowest Judge's Score.
31. For each elimination episode, each individual celebrity's Save Vote ranking from the most recent Voting Period is combined with the Judge's Score ranking from the current episode to give an overall ranking ("**Total Score**") for that celebrity. Total Scores are comprised 50% by the Judge's Score ranking in the current episode and 50% by the ranking based on valid viewer Save Votes in the most recent Voting Period. In episode 2, each celebrity's Judge's Score will be the average of that celebrity's Judge's Score in both episodes 1 and 2 (as no celebrity will be eliminated in episode 1).
32. At the end of the episode, each celebrity will be ranked based on their Total Score, and the celebrities with the lowest and second lowest Total Scores will be revealed (the "**Bottom Two**"). If two celebrities tie in having the lowest Total Score, those celebrities will both be in the Bottom Two. If more than two celebrities tie in having the lowest Total Score, the two celebrities with the lowest total of viewer Save Votes will be in the Bottom Two. If two or more celebrities tie in having the second lowest Total Scores, out of the tied celebrities, the celebrity with the lowest total of viewer Save Votes from the most recent Voting Period will be in the Bottom Two.
33. For episodes 2 - 4, the Judges will determine, in their absolute discretion, which celebrity in the Bottom Two will be eliminated from the Program's competition.
34. For episodes 5 - 8, the celebrities in the Bottom Two will compete in a dance-off. Following the completion of the dance-off, the Judges will then determine, in their absolute discretion, which celebrity in the Bottom Two will be eliminated from the Program's competition.
35. Judges may grant immunity from elimination based on the celebrity's performances.
36. In the final episode, the celebrity with the highest Total Score will be crowned the Dancing With The Stars winner and their nominated charity will receive a donation. If two or more celebrities tie in having the highest Total Score, the celebrity with the highest viewer Save Vote will be crowned the Dancing With The Stars winner and their nominated charity will receive a donation.
37. In the event a celebrity is no longer able to participate in the Program for whatever reason or chooses at any time to exit, they will leave the Program's competition and all voting for this celebrity will cease.

38. It is the responsibility of each voter to ensure they cast their Save Votes for a celebrity or celebrities who is/are still in the Program's competition. Voters who submit a Save Vote by SMS for a celebrity who is no longer in the Program's competition or submit a Save Vote by SMS with an incomplete or incomprehensible name will be charged for the message but their Save Votes will not be valid. The Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who cast Save Votes for a celebrity who is no longer in the competition or who submit incomplete or incomprehensible votes.

General Terms

39. The Promoter reserves the right to amend these Terms at any time throughout the Promotion without notice.
40. The Promoter may cancel the Promotion at any time for any reason and without notice.
41. If, for any reason, the Promotion is not capable of being conducted as planned, the Promoter reserves the right to take such action it deems necessary in its sole discretion which without limiting the generality of the foregoing may include modifying, suspending, terminating or cancelling the Promotion.
42. To the extent permissible by law, the Promoter excludes: (i) all warranties of any kind relating to these Terms, whether implied, statutory or otherwise; and (ii) all implied terms of any kind relating to these Terms, whether statutory or otherwise.
43. Except for liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury; or loss and damage whatsoever (including loss of opportunity) whether direct, indirect, special or consequential whether in an action in contract, negligence or other tort, statute or otherwise, arising in any way out of or in connection with the Program, Promotion or these Terms.
44. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached, or not fully complied with, any of these Terms, tampered with or manipulated the entry or voting process, or engaged in any unlawful or other improper conduct which may jeopardise the Promotion (including jeopardising the administration of the Promotion). The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. All Save Votes become the property of the Promoter.
46. Each voter consents to the Promoter collecting their personal information for the purpose of conducting the Promotion. The voter's personal information may be disclosed to related entities, the Voting Service Provider and third party service providers for this purpose including outside Australia. If a voter is not willing for this to occur, the voter cannot participate in the Promotion.
47. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by casting a vote in the Promotion, each voter is taken to consent to the Promoter's Privacy Policy which contains information, amongst other things, about how the voter may access personal information that is held by the Promoter about the voter and seek correction of such information. The Promoter's Privacy Policy can be accessed at 10play.com.au. The Promoter's Privacy Policy also contains information about how a voter may submit a privacy related query or complain about a breach of the APPs, and how the Promoter will deal with such complaints.

48. The **Promoter** is Network Ten Pty Limited (ACN 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 ("**Network 10**").
49. The **Voting Service Provider** is Ansible Pty Ltd (ABN 86 097 086 390) (as agent for Mercury Mobility Pty Ltd (ACN 099 134 317)) of Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
50. The words "include", "includes" and "including" are not words of limitation in these Terms.
51. The Promotion and these Terms are governed by the laws of New South Wales, Australia, and each voter submits to the exclusive jurisdiction of the courts in that State.