

2021 I'm a Celebrity Get Me Out of Here
Public Voting ("**Promotion**")

Terms

About the Voting Service

1. These Terms govern the Promotion. Casting a Vote in the Promotion is deemed acceptance of the Terms.
2. Network 10's 2021 series of "I'm a Celebrity Get Me Out of Here" ("**Program**") sees a number of celebrities dropped into the jungle to compete with each other to win the title of king/queen of the jungle and a donation to the winning celebrity's nominated charity.
3. SMS voting is only open to residents in Australia. Voters under the age of 18 years at the time of voting must have parental/guardian consent prior to casting each Vote.
4. During the broadcast of the Program, voters will be invited to cast votes via:
 - a. SMS voting for the celebrities they would like to win the title of king/queen of the jungle ("**Win Vote**"); and(Each Win Vote will be referred to as a "**Vote**").
5. Unless, during the broadcast of relevant episodes of the Program requesting a Vote, voters are notified about additional valid voting method(s):
 - (A) voting via SMS is the only valid voting method for a Win Vote

Voting Period

6. The voting period to Vote is a "**Voting Period**".
7. During the broadcast of relevant episodes of the Program, voters will be notified of the Voting Period and the voting method for the Win Vote.
8. The Voting Period is subject to change at the discretion of the Promoter without notice to voters.
9. It is the responsibility of each voter to ensure they cast their Votes via the correct voting method and within the relevant Voting Period. Votes submitted outside the Voting Period will not be valid and will still be charged. The Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who cast Votes outside the Voting Period or via an incorrect voting method.

Voting Charges

10. Each Vote cast via SMS (or message sent to the nominated SMS number) is charged at \$0.55 including GST (Ansible Pty Ltd Helpline 1300 851 419) and will appear on the

voter's next telephone bill. Proceeds from the SMS charge are donated to each Celebrity's chosen charity.

Maximum Number of Votes

11. If SMS is the nominated voting method, Voters may cast up to 2000 Votes per mobile during the 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).
12. Voters are able to Vote for more than one celebrity for the Win Vote. Each Win Vote via SMS may only refer to one celebrity. Any Win Vote via SMS which refers to more than one celebrity will be invalid.

Voting Mechanics

13. Voters may cast Win Votes by sending an SMS with the celebrity's/celebrities' first name(s) as prompted on screen during the Program to **1995 1010** (charged at \$0.55 including GST per SMS, Ansible Pty Ltd Helpline 1300 851 419).
14. To cast a 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 vote to the premium SMS number. It is the responsibility of the voter to check with their provider that they have 19 Premium Services enabled. Voters under the age of 18 must have the prior consent of the mobile phone account holder before lodging an SMS vote.
15. Voters who cast a vote via SMS will receive an SMS in response confirming each Vote cast via SMS, or notifying the voter that the Voting Period has closed or their vote is invalid as per clause 12 (together "**Notification SMS**"). Voters will not be charged for a reply Notification SMS.
16. Unless otherwise notified, SMS Votes cast via any means other than a mobile phone (such as transmission via the internet or generated or sent by computer software) are invalid.
17. Voters may contact the SMS helpline on 1300 851 419 which is operated by the Voting Service Provider, Ansible Pty Ltd.
18. Votes are deemed made at the time each 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 Votes due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by the Promoter).

Voting Results

19. The Promoter and the Voting Service Provider reserve the right to keep all voting results confidential.
20. At the close of the Voting Period, all Votes will be totalled and each celebrity will be ranked in order of valid Votes received from highest to lowest.
21. For the Win Vote, the celebrity with the highest number of Votes will be crowned king/queen of the jungle and their nominated charity will receive a donation. In the event of a tie, the Promoter will declare this and announce both celebrities as Winners, and the charitable donation will be split equally between the two Winners' nominated charities.
22. In the event a celebrity is no longer able to participate in the Program for whatever reason or chooses at any time to exit the jungle by declaring "I'm a celebrity get me out of here", they will leave the jungle and all voting for this celebrity will cease.
23. It is the responsibility of each voter to ensure they cast their Votes for a celebrity or celebrities who is/are still in the jungle. Voters who submit a vote by SMS for a celebrity or celebrities who has/have left the jungle or submit a vote by SMS with an incomplete or incomprehensible name will be charged for their message/s but their Votes will not be valid. The Promoter and Voting Service Provider accept no responsibility or liability for any costs incurred by voters who cast Votes for a celebrity or celebrities who has/have left the jungle or who submit incomplete or incomprehensible votes.

General Terms

24. The Promoter reserves the right to amend these Terms at any time throughout the Promotion without notice.
25. The Promoter may cancel the Promotion at any time for any reason and without notice.
26. 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.
27. 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.
28. 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 Promotion or these Terms.
29. 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 misconduct 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.

30. All Votes become the property of the Promoter.
31. 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.
32. 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. See www.10play.com.au/privacy to access the Promoter's APP Privacy Policy. The Promoter's APP Privacy Policy also contains information about how a voter may complain about a breach of the APPs, or a registered code that is binding on the Promoter and how the Promoter will deal with such complaints.
33. The **Promoter** is Network Ten Pty Limited (ACN 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
34. The **Voting Service Provider** is Ansible Pty Ltd (ACN 86 097 086 390) of Level 3, 100 Chalmers Street, Surry Hills, NSW 2010.