

## TRADE PROMOTION: GAME OF SKILL SCHEDULE

This Schedule together with the Terms and Conditions constitute the terms of entry for this Promotion. Please read the Terms and Conditions attached to this Schedule.

<b>Name of Promotion</b>	<b>"THE KAYO CALL UP" PROMOTION</b>
<b>Promoter</b>	FOX SPORTS AUSTRALIA PTY LIMITED (ABN 16 065 445 418) of 4 Broadcast Way, Artarmon, NSW 2064, telephone 1300 130 799
<b>Eligible States and Territories</b>	New South Wales, Victoria, South Australia, Queensland, Western Australia, Tasmania, Northern Territory and Australian Capital Territory.
<b>Entry Restrictions</b>	Entrants must be: (a) 18 years of age or over; and (b) residents of Australia.
<b>Commencement Date</b>	Entry into the Promotion commences at 7:00pm AEDT on 20 November 2024.
<b>Closing Date</b>	Entry into the Promotion closes at 11:59pm AEDT on 11 December 2024.
<b>Determination Date</b>	No later than the week of 10 February 2025.
<b>Entry Method</b>	To enter, individuals must complete the following steps during the Promotional Period: (a) Visit <a href="https://thekayocallup.kayosports.com.au">https://thekayocallup.kayosports.com.au</a> (b) follow the prompts to the competition entry page; (c) input the requested details including first name, last name, phone number and email; (d) outline in 100 words or less, " <i>why are you perfect for The Kayo Call Up?</i> " (" <b>Entry question</b> "); (e) create and upload a 15-30 second video to their own social media addressing the following prompt: "Show us your on-air style, personality and passion for AFL. Imagine you are live on camera during a Fox Footy broadcast and submit a 15 to 30 second video. We're not looking for anything specific so just showcase your dream position which might be as a commentator, boundary rider, host, interviewer, expert analyst or something else entirely. Choose a role and get as creative as you like!" (f) Link to their public video in the online submission form and submit the fully completed form during the Promotional Period (" <b>Entry</b> ").
<b>Maximum Number of Entries</b>	Entry to the Promotion is limited to one (1) entry per entrant over the entire Promotion Period
<b>Website</b>	<a href="https://thekayocallup.kayosports.com.au">thekayocallup.kayosports.com.au</a>
<b>Judging</b>	<p>All valid entries will be individually judged by representatives of the Promoter (in the Promoter's sole and absolute discretion) at 5 Thomas Holt Drive, North Ryde NSW 2113 from 12 December 2024 to 31 January 2025. The best ten (10) entries will be deemed finalists. Finalists will be contacted to participate in an interview on a date and time to be mutually agreed between the Promoter and the finalist (however in the event the parties cannot agree on a date and time, the Promoter reserves the right to determine this in its absolute discretion). After all ten (10) finalist interviews, a winner will be selected on the Determination Date taking into consideration their initial entry and performance at the interview.</p> <p>All valid entries will be judged based on the Judging Criteria. The Promoter reserves the right to select reserve finalists and record them in order of merit in case the original winner does not accept the prize by the date specified by the Promoter.</p>
<b>Judging Criteria</b>	Each entry will be individually judged based on creative and punctuality merit and impact of the answer and video provided to the Entry question.
<b>Number of Winners</b>	1
<b>Publication</b>	<p>The winner may have their details published on Australian news publications selected by the Promoter (including but not limited to News.com.au, Fox Sports, The Daily Telegraph, 2GB Radio, etc) and shared in promotional materials across Kayo, Fox Sports and Foxtel's social channels (including but not limited to FB, IG, Tik Tok, YouTube, X) – as well as via TV and outdoor advertisements on Kayo, Fox Sports and Foxtel from the week of 17 February 2025, as determined by the Promoter.</p> <p>The winner will also be available for unpaid publicity interviews with Australian news media to help promote their new role. Publicity can only be facilitated if organised or approved by Fox Sports, Kayo or Foxtel PR team members.</p>

<b>Prize</b>	<p>The best valid entry, as determined by the judges, will win the prize of an opportunity to undertake the following:</p> <ul style="list-style-type: none"> <li>a) On-air football commentating role for Kayo, for at least the first eight (8) rounds of the AFL season as part of the 'Super Saturday Live' coverage every Saturday;</li> <li>b) Minimum of \$8,000 in fee for the on-air role, with full remuneration details to be agreed between the winner and the Promoter;</li> <li>c) Mentorship from Fox Footy experts and producers;</li> <li>d) Wardrobe expenses for new wardrobe for on-air commentator (including any hair and make up); and</li> <li>e) Travel expenses may be covered, as needed and determined by the Promoter.</li> </ul>
<b>Relevant Parties</b>	The Promoter and the agencies and companies that are associated with the Promoter or the Promotion including the supplier of the prize.
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1) By accepting the prize, the winner asserts that they live in Australia and is eligible to work in Australia. If the winner is on a temporary visa, they must ensure they have valid documentation to work in Australia, included but not limited to a valid passport and visa, which meet the requirements of immigration and other government authorities. In the event the winner is unable to provide such documentation, they will forfeit the prize and no compensation or substitute will be offered.</li> <li>2) As a condition of accepting the prize, the winner must sign an employment contract as and in the form required by the Promoter, which will outline all official duties, obligations and responsibilities and remuneration of the winner as well as the Promoter's policies and procedures. In the event the winner is unable to sign the employment contract, they will forfeit the prize and no compensation or substitute will be offered.</li> </ol>
<b>Competition Privacy Notice</b>	<p>The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://help.kayosports.com.au/s/data-collection">https://help.kayosports.com.au/s/data-collection</a>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.</p>

## TERMS AND CONDITIONS

### TERMS OF ENTRY

1. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions.
2. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the winner.
3. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

### PROMOTION

5. The Promotion is conducted by the Promoter.
6. The Promotion is a game of skill, and chance plays no part in determining the winner/s.

### ELIGIBLE ENTRANTS

7. Entry is open only to residents of the Eligible States and Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the Relevant Parties are ineligible to enter.
8. Any person who is discovered to have used or attempted to use any more than one name or email address in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
9. All entries to the Promotion may be subject to verification by the Promoter. An entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.
10. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute prize or compensation will be offered.

### ENTRY

11. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date (the **Promotion Period**).
12. To enter the promotion, entrants must follow the Entry Method during the Promotion Period.
13. An entrant's entry must not be:
  - a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful or capable of violating any law or giving rise to a civil action;
  - f) obscene;
  - g) defamatory or libellous;
  - h) threatening or harassing;
  - i) pornographic or contain nudity;
  - j) hateful;
  - k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
  - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
  - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
14. An entrant may submit up to the Maximum Number of Entries.
15. The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
16. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

17. By entering the Promotion, entrants consent to any use of their Entry Material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
  - a) Exercising any of the rights in the Entry Material without identifying the entrant; and
  - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
18. Each entrant warrants that:
  - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
  - b) the Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
  - c) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
    - i. in the event that any of the warranties given by the entrant are false;
    - ii. as a result of any breach of these Terms and Conditions by the entrant; and
  - d) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).
19. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
20. Entry to the Promotion is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
21. Entrants must manually enter the Promotion. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
22. Should an entrant's contact details change at any time between the date on which they enter the Promotion and the Determination Date, that entrant must notify the Promoter of their correct contact details immediately.
23. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
24. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.
25. By entering the Promotion, the winner agrees that:
  - a) if requested by the Promoter, the winner will:
    - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
    - ii. participate in all promotional and publicity activity in connection with the Promotion;
  - b) the Promoter may use their name, likeness, image, location, comments, photographs, Entry Material or clips ("Materials") for publicity and promotional purposes in any form of media, without reference or compensation to the winner or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Related Parties) to do the same; and
  - e) the winner unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

26. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

#### **WINNERS & JUDGING**

27. The winner will be determined by the Determination Date in accordance with the Judging process and based on the Judging Criteria.
28. The Promoter's decisions are final and no correspondence will be entered into.
29. The winner will be notified by phone and email within seven (7) days of the Determination Date.
30. All reasonable attempts will be made to contact the winner. If the Prize is not claimed by the winner by the date notified by the Promoter or the winner is unable to comply with the Special Conditions, the process set out in the Judging will continue in order to determine a winner.

#### **PRIZE**

31. The Prize for this Promotion and the Total Prize Value is specified in the Schedule. Prize is subject to the Special Conditions. The Prize must be taken as offered and cannot be varied unless specified otherwise. If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
32. The Prize, or any unused portion of the prize, cannot be transferred, refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
33. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
34. All aspects of the Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the winner.
35. The Prize will be awarded to the winner in the Promoter's sole discretion.

#### **GENERAL**

36. The Promoter reserves the right to take any action necessary in its sole discretion at any time.

37. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.

38. The winner must declare to the Promoter any health-related issues that may affect their safe participation in any part of the Promotion or Prize (where applicable) and obtain a written clearance from their doctor in this respect. The Promoter (upon consultation with any relevant qualified person) reserves the right to refuse to allow the winner to take part in an aspect of a Prize, if the Promoter determines, that a winner is not in the mental or physical condition necessary to be able to participate in that aspect Prize.

39. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.

40. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

41. To the full extent permitted by the law the Promoter and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any entrant in connection with the Promotion or the Prize, including:

- a) any indirect, economic or consequential loss or loss of profits;
- b) any loss arising from the negligence of a Relevant Party; and
- c) any liability for personal injury or death.

42. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering,

- unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion.
43. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner agrees to be bound by such terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
  44. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
  45. Except for any liability which cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for:
    - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
    - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
    - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or entrants' details.
  46. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
  47. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
  48. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
  49. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments.
  50. Subject to clause 17 of these Terms and Conditions, all entries become the property of the Promoter.
  51. The Prize will be awarded to the winner, being person named in the entry. However, if there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- ## PRIVACY
52. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants' personal information will be collected, used and disclosed as set out in relevant Competition Privacy Notice section of the Schedule.
  53. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in

this Promotion has given their express consent for their details to be provided to the Promoter and any of the Related Parties and to be contacted by the Promoter or any of the Related Parties in relation to this Promotion.