

# AUSTRALIAN IDOL 2008 - TERMS AND CONDITIONS

Australian Idol Voting is the process of registering a vote for your favourite Australian Idol candidate. Eligible votes are to be registered either via SMS to the relevant short code number, or by calling a 1902 telephone number as advertised on the program 'Australian Idol' produced by FremantleMedia Australia Pty Ltd. (**FremantleMedia**) on Network TEN Pty Ltd (**Network TEN**).

Use of, and/or access to the SMS or 1902 voting services constitutes the voter's agreement to the Voting Terms and Conditions. Network TEN and Fremantle Media reserve the right to amend the Voting Terms and Conditions at any time. The Voting Terms and Conditions are available on the official Australian Idol 2008 website: [www.australianidol.com.au](http://www.australianidol.com.au)

## GENERAL TERMS & CONDITIONS

1. Australian Idol SMS Voting is open to all mobile subscribers (users) who are connected to the Telstra, Vodafone, Optus, Virgin and 3 mobile digital networks with SMS compatible mobile phones in Australia only. Pre-paid mobile subscribers will need to ensure that they i) have sufficient credit prior to voting and ii) that the mobile plan of their choice provides access to Premium SMS services on the '19X' telephone prefix. Post paid subscribers will need to ensure that they have access to Premium 19X services.
2. Australian Idol fixed-line 1902 voting is open to users who have access to InforCall™ Premium rate services in Australia.
3. Unless otherwise stated, all timing references are based on Australian Eastern Standard Time and Australian Eastern Daylight Savings Time when daylight savings commences in NSW (5 October 2008).
4. To cast an SMS vote using the Australian Idol SMS Voting Service, viewers must send an SMS text message from their mobile handset containing the (exact) first name of the candidate they would like to vote for to **19 10 10**.
5. Users of the Australian Idol SMS Voting Service will receive a reply SMS message for the first (unique) vote registered from a mobile handset's unique phone number (MSISDN) as of the first voting week commencing 1 September 2008. Each subsequent vote sent from the same handset's phone number (MSISDN) thereafter, will not be subject to an automatic reply SMS message. All reply messages will be sent within accordance of Australian legislation. All reply messages may contain links and/or information which may contain marketing information. Network TEN and FremantleMedia reserves the right to alter the time periods that any unique reply SMS message is sent. This may include generating replies outside of Australian Idol specific programs to avoid network congestion.
6. To cast a fixed-line 1902 Telephone vote using the Australian Idol 1902 Voting Service, viewers must dial the 1902 number that corresponds with the candidate they would like to vote for, as advertised during the program.
7. Upon registering a vote using the Australian Idol 1902 voting service, users will hear a recorded message on the telephone line, confirming receipt of their vote.
8. Users must ensure that all care is taken when dialing or sending messages to both the SMS and 1902 voting services. It is the user's responsibility to ensure that they dial the correct number and provide the correct information to register a valid vote. Network TEN, FremantleMedia and the voting service provider, belong Pty Ltd. (**belong**), will not be liable for costs incurred, responses received or any other consequences of user error.
9. The 2008 Australian Idol voting service will be available from 1 September 2008 at a time of the producers choosing thereafter and will continue until the date and time notified to viewers as part of the broadcast of the 2008 Australian Idol Series.

10. Network TEN, FremantleMedia and belong reserve the right to keep all voting tallies confidential. No results other than what is required for the purpose of the format of the program will be released to the public.
11. The opening and closing times of the weekly Australian Idol SMS voting services may not be the same as that applicable to the fixed-line (1902) voting service. Under no circumstance will FremantleMedia, Network TEN or belong accept any responsibility or liability for costs incurred or any other consequence as a result of a viewer submitting a vote prior to or after the voting lines have been announced or advertised on-screen as opened and/or closed. This also includes, and is not limited to errors made as a result of time differences between time zones in Australia. Network TEN and FremantleMedia reserve the right to amend the voting times at any stage as a result of Network broadcasting time changes affecting the Australian Idol program.
12. Votes registered using the Australian Idol fixed-line 1902 voting service, will be charged at \$0.55 (including GST); calls made from mobile phones may attract a higher rate. Network TEN and FremantleMedia suggest that permission of the fixed-line or mobile phone account holder be obtained prior to the vote being made.
13. Votes registered using the Australian Idol SMS voting service, will be charged at \$0.55 (including GST). Pre-paid customers must ensure they have enough credit to cover the cost of each vote registered; only fully paid votes will be deemed valid and counted toward the final tally. Network TEN and FremantleMedia suggest that permission of the mobile phone account holder must be obtained prior to votes being made.
14. Close of voting will be based on the advertised AEST/AEDST and no correspondence will be entered into in relation to late votes.
15. Any SMS votes received after the specified voting period has closed will not be included in the vote tally. Any vote submitted after the SMS voting period closes will be charged at \$0.55 (including GST).
16. Any 1902 votes registered after the specified voting period has closed will not be included in the vote tally. Any vote submitted after the 1902 voting period closes will be charged at \$0.55 (including GST).
17. Under no circumstances (including but not limited to any act or omission on the part of Network TEN, FremantleMedia and belong) will Network TEN, FremantleMedia, or belong be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access the SMS or 1902 voting services.
18. Except as provided for by the Non-excludable Rights: a) all content for voting Services are provided "as is" and without warranties of any kind, either express or implied, b) Participating mobile telephone carriers and their suppliers expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose, c) Neither your mobile telephone carrier nor FremantleMedia, Network TEN or the voting service provider, belong, warrants that access to both the SMS and fixed-line 1902 voting services will be available, uninterrupted, free from delay or error-free or that any defects will be corrected.
19. In order to cast a valid SMS vote, entrants must submit their entry via a mobile phone with a reply path. The SMS message must have passed through a Telecommunications carrier's network to the belong database. Automated votes submitted via computer modems, programs or any other means other than a mobile phone as specified above will be deemed invalid.
20. In the absence of block, manipulative, unrepresentative or disproportionate voting patterns one valid SMS or telephone call to the appropriate fixed-line 1902 number will count as one vote, however Network TEN and FremantleMedia reserve the right in their sole discretion to disqualify or discount:
  - (a) Any votes however cast (or individuals from voting), that tamper with, or attempt to tamper the voting process, or
  - (b) Any votes however cast (or individuals from voting, who) corrupt or affect (or attempt to corrupt or affect) the administration security, fairness or integrity or proper conduct of a vote or the voting process, or
  - (c) Any votes that Network TEN and FremantleMedia considers being manipulative, unrepresentative, incomprehensible, incomplete or disproportionate.

Network TEN's and FremantleMedia's decision in this matter is final and binding, and no correspondence will be entered into. Voters acknowledge that any votes that are discounted, invalidated or disqualified in accordance with the provisions of 15. or 16. Will still be charged at the advertised rate of \$0.55 (including GST).

20. The charges for all SMS and 1902 voting Services will appear on a subscriber's next mobile and/or home telephone bill. All queries relating to mobile and/or home telephone bills should be directed to the mobile or fixed-line telephone carrier.
21. All information, text, audio, material, graphics, software and advertisements contained in or forming the Voting Services ("Content") are the property of FremantleMedia and Network TEN, its suppliers and/or licensors (including the users telephone carrier) unless expressly indicated otherwise. The Content is protected by Australian and international copyright and trademark laws. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way unless expressly authorised in writing by FremantleMedia and Network TEN.
22. SMS is not a guaranteed delivery communication tool. FremantleMedia, Network TEN and belong cannot accept responsibility for any SMS messages not received, any SMS inadvertent reply message or for any delay in the delivery of any SMS message due to technical disruptions, network congestion, network failures or for any other reason. A vote complying with clause 4 will be included in the tally following delivery into the belong voting database from the Carriers.