

PARTICIPANT RELEASE DEED POLL

THE FOLLOWING DOCUMENT IS AN IMPORTANT LEGAL DOCUMENT. DO NOT SIGN IT UNTIL YOU HAVE READ AND UNDERSTOOD IT.

To: Nine Entertainment Co Pty Limited ABN 59 122 205 065 and its related bodies corporate, successors, executors, licensees and assigns (**Producer**)

I, _____ of _____
(FULL NAME) (ADDRESS)

- (a) understand the Producer is producing a television program entitled *Creative Generation* (**Program**). The Program is a production of the live musical event and may include behind-the-scenes content;
- (b) irrevocably consent to the Producer, its related bodies corporate, broadcasting affiliates, agents, contractors, licensees and assignees, each of their directors, officers, employees, servants, contractors and agents past and present and any other person or entity to whom the Producer may from time to time licence or assign these rights at the Producer's discretion (**Producer Parties**):
 - (i) making photographic, visual and sound recordings of me (collectively, the **Recordings**) for the purposes of producing the Program;
 - (ii) incorporating the Recordings, my name, image, voice, likeness, biographic information and any other personal information of me in the Program;
 - (iii) promoting, communicating and exploiting the Recordings and the Program in whole or part, in any form, manner, or medium (including via the internet) worldwide in perpetuity; and
 - (iv) editing the Recordings at its absolute discretion (including, but not limited to, the editing and/or the inclusion of additional sound and dialogue over my voice, likeness or image and/or the translation of my voice into any language, the substitution of my voice into English and any other languages);
- (c) except as specifically permitted by the Producer in writing, agree that I must not, and must not permit any other person to:
 - (i) use or disclose any confidential information or trade secrets obtained or learned by me as a result of or in any way connected to this Deed Poll or my participation in the Recordings and/or the Program, for a period of two years commencing on the date of this Deed Poll;
 - (ii) provide any statement or information to or participate in any interview with any media organisation in connection with the Recordings and/or the Program;
 - (iii) publicise, disclose or make any statement in connection with the Program and/or the Recordings (including, without limitation, the subject or any outcome of the Program and/or the Recordings), in any manner, way or means (including, without limitation, by publication via any media including social media), at any time prior to the broadcast of the episode of the Program incorporating the Recordings by the Producer; and
 - (iv) take any photographs or make any recordings whether by dedicated device or using any smart or mobile phone technology;
- (d) acknowledge and agree that damages are not an adequate remedy for any breach of paragraph (c) and consent to the grant of any injunctive relief sought by the Producer to restrain any conduct or threatened conduct which is or will be a breach of paragraph (c), or specific performance to compel me to perform my obligations under paragraph (c), as a remedy for any breach or threatened breach and in addition to any other remedies available to the Producer;
- (e) warrant that I am aged 18 years or older as at the date of signing this Deed Poll;
- (f) agree and undertake not to interrupt or interfere with the production, promotion or exploitation of the Recordings or the Program;
- (g) agree that in the event of a breach of this Deed Poll by the Producer, my sole remedy will be an action at law for damages and in no event will I have a right to injunctive relief or to enjoin or restrain or otherwise interfere with the production, promotion or exploitation of the Recordings or the Program or rights granted to the Producer under this Deed Poll;

- (h) agree that the Producer owns and controls all intellectual property rights in the Program and the Recordings;
- (i) to the extent permitted by law, irrevocably consent to any acts or omissions of the Producer or any person authorised by the Producer which would, but for this Deed Poll, infringe any of my moral rights in relation to all existing and future works and other copyright matter which arise in any way in connection with the Program or the Recordings;
- (j) irrevocably and unconditionally assign to the Producer, by present assignment and present assignment of future, all rights, title, and interest (including, but not limited to, copyright) arising in my performance in the Recordings (to the extent that they do not vest in the Producer immediately upon creation and to the extent permitted by law), the Program and in any works created or developed by me in connection with the Recordings and the Program, including, without limitation, the right of the Producer to bring and maintain claims in relation to any infringement that may arise in relation to the right, title or interest assigned herein;
- (k) to the extent permitted by law, waive any and all of my rights and any claim which I may have now or in the future against any member of the Producer Parties and release from liability and undertake not to sue any member of the Producer Parties in respect of any loss, liability or damage sustained by me in connection with my participation and/or appearance in the Recordings and/or the Program, or the production, use or exploitation of the Recordings and/or the Program, in all cases known or unknown whatsoever and howsoever arising (including, without limitation, personal injury, illness, death, defamation and property damage);
- (l) indemnify the Producer in respect of any actions, proceedings, claims, demands, liabilities, costs and expenses that any member of the Producer Parties may sustain as a result of a breach of this Deed Poll by me. The Producer holds this benefit as agent for each member of the Producer Parties (other than the Producer);
- (m) undertake not to:
 - (i) mention, promote or endorse any commercial product, service, venture or anything else while participating in the Recordings unless authorised to do so by the Producer;
 - (ii) give or receive any money or other valuable consideration in connection with the Program, including any trade commission, discount, or other allowance (other than any payment made by the Producer);
 - (iii) cause injury or harm to or infringe or violate the legal or other rights of any other person or entity involved in or associated with the Program and/or the Recordings; and
 - (iv) criticise, disparage or bring into disrepute any member of the Producer Parties (whether past or present) and/or the Program; and
- (n) agree that the Producer has no obligation to allow me to participate in the Program or to include the Recordings (including any image of me) in the Program and agree that I will be subject to and will comply with all undertakings, terms and conditions set out in this Deed Poll regardless of whether I ultimately participate in the Recordings or am featured in the Program.

This Deed Poll is governed by and will be construed in accordance with the laws of the State of New South Wales and the executing party submits to the exclusive jurisdiction of the courts of that State (including any court exercising appellate jurisdiction).

Executed as a Deed Poll

SIGNED SEALED and DELIVERED by _____)
 in the presence of : _____) Signature of participant

 Signature of witness

Name of witness (print):

Date: