

Big Brother (Australia) 2014

Voting Terms and Conditions

1. During Big Brother (Australia) 2014 (“**Program**”), Australian residents only are eligible to cast votes for each nominated Program contestant (“**Housemate**”) using the following services (“**Voting Services**”):
 - SMS Voting
 - 190 Voting
 - Facebook Voting (with Facebook Payments)
2. All Voting Services are governed by these Terms and Conditions which are available at www.jump-in.com.au/bigbrother (“**Website**”) and via the Big Brother (Australia) Facebook Page (“**Facebook Page**”). Your use of the Voting Services constitutes your agreement to these Terms and Conditions.
3. Information on ‘How to Vote’ (broadcast during the Program, on the Program website and otherwise published by the Program’s producer Endemol Australia Pty Ltd (“**Endemol**”) and/or Nine Network Australia Pty Limited (“**Nine Network Australia**”) form part of these Terms and Conditions.
4. You must ensure all care is taken when casting an SMS Vote, a 190 Vote or a Facebook Vote for Housemates. It is your responsibility to send the correct Housemate name by SMS, dial the correct 190 Vote number for your preferred Housemate, and select the correct Housemate within the Big Brother (Australia) Facebook Voting application.
5. Endemol, Nine Network Australia and Salmat Digital (“**Voting Service Provider**”) take no responsibility for any errors you may make when voting using the Voting Services, including incorrect responses received and incorrect votes submitted and are not liable for any costs incurred as a result of any user errors.

Voting Periods

6. Voting for each respective eviction/nomination period will open at a time as advertised by Endemol and/or Nine Network Australia (“**Voting Period**”). Each individual Voting Period will only be open during the times stipulated by Endemol and/or Nine Network Australia and shall not be carried over into any other individual Voting Period unless they advise otherwise.
7. Each individual Voting Period will be made of 2 (two) separate ‘voting events’:
 - *Vote Event 1*: votes cast between the vote opening time at the top of the ‘Wednesday Nomination Show’ and the vote close time during ‘Monday Save Show’;
 - *Vote Event 2*: votes cast between the vote opening time at the top of the ‘Monday Save Show’ and the vote close time as stipulated during ‘Tuesday Eviction Night Show’.Votes submitted in the Vote Event 1 will carried over into Vote Event 2 unless otherwise advised.
8. Voting Periods, including opening and closing times for SMS, Phone and/or Facebook voting may vary and are subject to change. Endemol and Nine Network Australia reserve the right to change, cancel or reschedule Voting Services, including Voting Periods, at any time for any reason, including as may be required for respond to changes to the broadcast times or duration of the Program.
9. Any changes to Voting Services, including to voting open and close times, may be announced during the Program and/or communicated via the Website and the Facebook Page.
10. Endemol, Nine Network Australia and the Voting Service Provider accept no responsibility or liability for any costs incurred or other consequences as a result of a user submitting an SMS Vote, 190 Vote or Facebook Vote outside of the promoted Voting Period as broadcast on the Program or as detailed on the Website or the Facebook Page. If users cast an SMS Vote or a 190 Vote outside of the eligible Voting Period an appropriate voting closed message will be delivered.

SMS Voting

11. SMS Voting is available to users with a mobile phone account with Telstra, Optus, Vodafone Hutchison Australia (including Vodafone and Hutchison 3) or Virgin Mobile and participating customers of associated mobile telephone providers, with an SMS-enabled mobile phone which permits text messaging to a premium SMS number.
12. If you are unsure about access to these SMS voting mobile services please check with your mobile telephone service provider.
13. To cast an SMS Vote to save your favourite Housemate within the Voting Period, send a text message from your mobile telephone with the name of the Housemate, as promoted during the broadcast of the Program and on the Website. Send your text message to the promoted SMS number 199 55 999.
14. SMS Votes will be charged at 55c (including GST) per SMS submitted via your mobile telephone service provider. Your mobile telephone bill will outline the 55c (including GST) charge and any queries relating to mobile telephone bills on this basis should be directed to your mobile telephone service provider. You must be the account holder or have permission of the account holder before you send an SMS.
15. When you send an SMS Vote you will receive one (1) single reply SMS, per Vote Event, to confirm receipt of your first (or as the case may be – only) vote has been received by the Voting Service Provider. You can submit multiple SMS Votes and according to these Terms and Conditions multiple SMS Votes received by the Voting Services Provider during the Vote Event will be counted, however only your first SMS Vote per Vote Event will receive an SMS reply message.
16. Any SMS Votes received by Voting Service Provider and registered on the Voting Service Provider's database outside of any specified Voting Period will not be included in the collated "Vote Results". You will still be charged 55c (including GST) by your mobile telephone service provider for votes submitted outside of any relevant Voting Period.
17. An SMS vote will be deemed to be received at the time of receipt into the Voting Service Provider's database and NOT at the time of transmission by the sender. SMS votes via the Internet are not eligible.

190 Voting

18. 190 Voting is available to users with access to premium rate 190 telephone services via their fixed line telephone service provider.
19. To submit a 190 Vote to save your favourite Housemate, call the 190 telephone number associated to the Housemate and as promoted during the Program and on the Website.
20. As confirmation of the 190 Vote, you will hear a short recorded message on the phone line outlining receipt the Vote. You can submit multiple 190 Votes and according to these Terms and Conditions multiple 190 Votes received by the Voting Services Provider during the Voting Period will be counted.
21. 190 Votes will be charged at 55c (including GST) per call, via your telephone service provider. Calls to 190 services from public or mobile phones may be charged at a higher rate by your telephone service provider.
22. Any 190 Votes received by Voting Service Provider and registered on the Voting Service Provider's database outside of any specified Voting Period will not be included in the collated "Vote Results". You will still be charged 55c (including GST) by your mobile telephone service provider for votes submitted outside of any relevant Voting Period. You must be the account holder or have the permission of the account holder before you make a 190 call.

Facebook Voting

23. Facebook Voting is available to users who have a valid Facebook account and have access to the Big Brother (Australia) Facebook page via the Facebook desktop website. Please note that the Big Brother

(Australia) Facebook Voting Application is not accessible via m.facebook.com (Facebook's mobile site) or via Facebook applications on mobile or tablet (including IOS – iPhone and iPad, Android and Windows Phone 7 mobile devices).

24. To cast a Facebook Vote, you must:
 - a. Sign into your Facebook account;
 - b. Visit the Big Brother (Australia) Facebook Page;
 - c. Become a Fan of the Big Brother (Australia) Facebook Page by clicking the "Like" Button;
 - d. Click on Big Brother (Australia) Voting Application and allow permissions for the Facebook Application to access your Facebook Account;
 - e. Purchase Facebook Vote(s) (following instructions provided via Facebook); and
 - f. Submit these votes to save your favourite Housemate.
25. Users can submit a minimum of one (1) Facebook Vote, however multiple votes can also be purchased in bundles of five (5), fifteen (15) and twenty (20). All votes must be used at the time of transaction. Users cannot store votes to submit at a later time or in another Facebook application.
26. Facebook Payments is a payment method used to purchase goods in participating Facebook games and apps. For Big Brother (Australia), the Facebook Voting Application will allow you to purchase votes. For more information from Facebook, go to www.facebook.com/payments_terms
27. When you use Facebook Payments to pay for anything on Facebook, including purchase of votes for Big Brother (Australia), you agree to Facebook's Payment Terms here: www.facebook.com/payments_terms.
28. If you are a Facebook user under the age of 18 years old, ensure you have your parent, guardian or bill payer's permission to use the registered payment method to purchase votes using Facebook Payments. Review the Facebook Payments Terms of Use with your parent or guardian so you understand your rights and responsibilities: www.facebook.com/payments_terms
29. To purchase Facebook Votes, the Voting Application will direct you through Facebook's standard purchase process and you must select your preferred currency as Australian Dollars only (AUD) and register your preferred payment methods from those offered by Facebook. Please pay attention to details of the transaction. Facebook Payment values are subject to change due to Australian conversion rates from US dollar to Australian dollar. These values will be updated in Australian dollars. Endemol, Nine Network Australia and the Voting Service Provider are not responsible for any delay or variance in the exchange rate provided by Facebook.
30. Credit Card or PayPal are the preferred payment methods for Australian Facebook users. Alternative payment methods supported by Facebook (including, but not limited to, Mobile Payments) may have higher Facebook Payment prices or different purchase bundles, and pricing may be subject to change according to Facebook's Terms of Use. Facebook users must always pay attention to the details of a Facebook Payments transaction. The total price charged may include additional taxes, fees, and/or shipping costs depending on the type of payment method selected, for which the user shall be solely responsible.
31. The user is responsible for any Facebook Votes, that are not redeemed towards Big Brother (Australia) Facebook Votes.
32. Facebook Votes are non-refundable, non-transferable, and non-redeemable for cash.
33. Facebook reserves the right to stop issuing Facebook Votes or to change the terms on which they are offered, as outlined in Facebook's Terms of Use at: www.facebook.com/payments_terms. Facebook may cancel any transaction if they believe the transaction violates these Facebook Payments Terms or the Statement of Rights and Responsibilities, or if they believe doing so may prevent financial loss. Facebook may also cancel any electronic value accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.

34. Upon successfully submitting a Vote you will reach a 'Thanks for Voting' page to confirm your Facebook Vote for the selected Housemate.
35. If you believe that an unauthorized or otherwise problematic transaction has taken place under your Facebook account, you agree to notify Facebook immediately, so that they may take action to prevent financial loss. Unless you submit the claim to Facebook within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against Facebook arising out of or otherwise related to the transaction.
36. It is your responsibility as a user to be aware of any changes Facebook choose to make to the payment process of Facebook Payments. Users should carefully read any information available to them during the payment process. Should Facebook introduce any changes, it is the user's responsibility to review any updated information on how they will be making a payment in order to Vote. If changes occur, minimum purchase of votes may vary post-change and this is beyond the control of Endemol, Nine Network Australia and the Voting Service Provider.
37. Endemol and Nine Network Australia are not responsible for any technical faults, defects or other issues that result in the failure of the functionality described above being properly executed on the Big Brother (Australia) Voting application on Facebook (including but not limited to the receipt of the 'Thanks for voting' page).
38. Endemol, Nine Network Australia and the Voting Service Provider are not responsible if for any reason whatsoever a Facebook Account holder is unable to access their account and/or Big Brother (Australia) Voting application on Facebook at the time they intend on doing so. For any issues relating to access on Facebook – please refer to the respective Facebook guidelines.

Vote Results

39. Endemol, Nine Network Australia and the Voting Service Provider reserve the right to keep all voting results confidential and only to make public those results they consider necessary for the production of the Program.
40. Endemol and the Voting Service Provider reserve the right at their discretion to invalidate, discount or disqualify any votes (or individuals casting votes) that they believe:
 - a. tamper with, or attempt to tamper with, the Voting Services and/or process;
 - b. corrupt or impact, or attempt to corrupt or impact, the administration security, fairness or integrity or proper conduct of any of the Voting Services (including an SMS Vote, 190 Vote and Facebook Vote) and/or the process;
 - c. may have been submitted by representatives of companies associated with the sponsorship, broadcast or production of Program;
 - d. may have been submitted via an automated process, including but not limited to computer modems, programs, scripts or any other means other than the Voting Services specified in these Terms and Conditions; or
 - e. are manipulative, unrepresentative, disproportionate, obscene or offensive.
41. Users acknowledge that any votes that are discounted, invalidated, or disqualified, in accordance with these Terms and Conditions will be done so at the absolute discretion of Endemol and will still be subject to the charges and costs described in these Terms and Conditions.
42. In the event that there is a tied result, Endemol and Nine Network Australia will determine the manner in which the final outcome will be judged and determined.

Excessive Voting

43. For all Voting Services there are, subject to clause 44 below, no limits on the number of times a user can vote during any relevant Voting Period, subject to each vote being submitted separately and in accordance with the voting requirements and these Terms and Conditions. Every valid vote received on

the Voting Service Provider's database, by 190 call and SMS, will be counted as one (1) vote and will be charged in accordance to the costs outlined in these Terms and Conditions.

44. In the case of an excessive number of votes received from a single user, within a single Vote Period or numerous Vote Periods, Endemol and the Voting Service Provider reserve the right, at their sole discretion, to contact the excessive voter as part of the Vote qualification process to ensure Voting is in accordance with these Terms and Conditions. The Voting Service Provider may contact the excessive voter using their registered mobile or fixed line telephone number automatically registered at the time of submitting their SMS Vote or 190 Vote, or using the mobile telephone number provided at the time of registering for Facebook Voting Application, and this check may result in the discount, invalidation or disqualification of these votes.
45. Except where not able to be excluded by operation of legislation, all content for the Voting Services is provided "as is" without warranties of any kind. Endemol, Nine Network Australia and the Voting Service Provider, do not warrant that access to the Voting Service (including SMS Voting, 190 Voting and Facebook Voting) and/or related content will be available, uninterrupted, free from delay or error-free or that any defects will be corrected.
46. Endemol, Nine Network Australia and the Voting Service Provider will not accept responsibility for any votes delayed or not received for any reason whatsoever, including, but not limited to, any votes not received or registered due to technical disruptions, network congestion, network failures or any other reason. A vote is validated and included in the vote count only after receipt into the voting database of the voting service provider.
47. Endemol, Nine Network Australia and the Voting Service Provider will not accept responsibility for any attempted votes received outside of the relevant Voting Period.
48. If for any reason the Voting Services are not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Endemol, Nine Network Australia or the Voting Service Provider which corrupt or affect the administration security, fairness, integrity or proper conduct of the Voting Services, Endemol, Nine Network Australia and the Voting Service Provider reserve the right to cancel, modify or suspend the Voting Services or take any other action that may be available to reach a final voting result from any and all legitimate voting data available.

Liability

49. Except for any liability that cannot be excluded as expressly stated in the Competition and Consumer Act 2010 (Cth) or equivalent State or Territory legislation, Endemol, Nine Network Australia and the Voting Service Provider are not liable to you in respect of any loss or damage, including consequential loss or damage, that you may suffer or incur or that may arise directly or indirectly as a result of your use of the Voting Services, including arising from any change to the scheduling of the Voting Services or broadcast times of any part of the Program (scheduled or unscheduled), or any error, interruption, fault, delay or other defect or failure related to any telephone, mobile or other telecommunications line or network.
50. Users must ensure all care is taken when dialling or sending messages to the voting number. It is the complete responsibility of the user to ensure that they dial or SMS the correct number. In the event that an error occurs, Endemol, Nine Network Australia nor the Voting Service Provider accept any responsibility for either costs incurred, responses received or all other consequences. This is the responsibility of the user.
51. The use of any automated software or any other mechanical or electronic means that permits the user to automatically enter repeatedly are not valid and will not be accepted, and may at Endemol's complete discretion render all votes submitted by that participant invalid.
52. At its sole discretion, Endemol may eliminate or disqualify any Housemate at any time from the Program. Endemol's decision in this matter is final and no correspondence will be entered into. In this event, Voters acknowledge that if the Housemate for which they have voted is eliminated or disqualified, SMS Votes, 190 Votes, and/or Facebook Votes made in relation to such Housemate will not count in

determining the Housemate's progress through the Big Brother (Australia) competition. SMS Votes, 190 Votes and/or Facebook Credit Votes will still be charged by your mobile telephone service provider and/or telephone service provider, and/or Facebook.

53. All information, text, audio, material, graphics, software and advertisements contained in or forming the Voting Services (the "Content") is owned or licensed by Endemol. 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 Endemol.
54. Endemol and Nine Network Australia reserve the right to amend these Terms and Conditions at any time and make the full Terms and Conditions, as amended, available on the Website or via Facebook Page.
55. These Terms and Conditions are governed by the laws of the State of New South Wales.
56. If you have any queries in relation to these Terms and Conditions, you can contact Salmat Digital, the Voting Service Provider on 1300 131 276.