

## APPLICATION FORM

### Terms & Conditions

#### APPLICATIONS

Applicants for FOOTBALL SUPERSTAR must be permanent residents of Australia and aged between 16 and 20 years of age as at 1 January 2009. Applicants under 18 must have their parent's or guardian's permission to enter.

Each Applicant may apply once for each One-Day Trial and must submit a separate Application Form for each One-Day Trial in each State. There are a maximum 400 places at each One-Day Trial.

To enter FOOTBALL SUPERSTAR Applicants may:

- Go online to <http://www.FOX8.tv>, complete the Application Form and submit it, with an optional video presentation (no longer than 2 minutes), via mail to:

FOOTBALL SUPERSTAR  
393 Glebe Point Road, Glebe  
Sydney, NSW 2037

Applications must be received by the Producer no later than the Mail Application dates listed below. **NOTE:** The first 300 applicants who submit an application form by Mail Application are guaranteed entry to their chosen One-Day Trial;

or

- Present themselves and complete an Application Form at one of the following five One-Day Trials for pre-trial selection by a panel of experts – all players must be registered by 9:00am. **NOTE:** Applicants who present themselves on the day are guaranteed a pre-trial place but may not qualify



for entry to the One-Day Trials. Registration will open at 7:00am at each of the five One-Day Trials:

- **PERTH** – Sunday 22 March 2009 at Litis Stadium, 41 Britannia Road, Mount Hawthorn, WA. Mail Application date 5:00pm on Thursday 19 March 2009;
- **ADELAIDE** – Sunday 29 March 2009 at Marden Stadium, 65 Lower Portrush Road, Marden SA. Mail Application date 5:00pm on Thursday 26 March 2009;
- **SYDNEY** – Sunday 5 April 2009 at Macquarie University Sports Field, Corner of Talavera Road and Culloden Road, Marsfield, Sydney, NSW, 2109. Mail Application date 5:00pm on Thursday 2 April 2009;
- **BRISBANE** – Sunday 12 April 2009 at Perry Park, 95 Abbotsford Road, Bowen Hills, QLD. Mail Application date 5:00pm on Thursday 16 April 2009;
- **MELBOURNE** – Sunday 19 April 2009 at Monash Sport, Building 1, Monash University (Clayton Campus), Wellington Road, Clayton, Victoria, 3800. Mail Application date 5:00pm on Thursday 2 April 2009.

## **HOW IT WORKS**

A nationwide search is being conducted to find one FOOTBALL SUPERSTAR from a cast of thousands.

There will be five one-day trials (the “**ONE-DAY TRIALS**”). The trials will include intensive training, fitness and ball skills. The trial squad will be reduced periodically throughout the day.



The top 10 Applicants at each One-Day Trial will be selected by a panel of experts with the aid of a computerized result based system to go to Melbourne for an all expenses paid weekend (the “**WEEKEND INTENSIVE**”) of intensive training, observation, testing and competing under the watchful eye of Melbourne Victory coach Ernie Merrick and his expert backroom staff.

The best 15 players from the Weekend Intensive will then be selected for an all expenses paid month long intensive to train with Melbourne Victory staff as well as play competitive matches against local teams while living with their team mates in a house in Melbourne (the “**MONTH LONG INTENSIVE**”).

During the Month Long Intensive a range of weekly prizes will be up for grabs for those Applicants who excel under the extreme pressure in football and non-football environments.

During the Month Long Intensive between one and five Applicants will be evicted each week by the expert panel. In addition, Applicants may be disqualified for illegal activity, misconduct, inappropriate behaviour or at the discretion of the judges. An eviction results in immediate disqualification from FOOTBALL SUPERSTAR.

The winner of the Month Long Intensive will be contracted to Melbourne Victory for one year and obtain a scholarship from Monash University (the “**MAJOR PRIZE**”) (see Condition 7 in the Terms & Conditions section below).

Applicants **MUST BE AVAILABLE** to go to Melbourne if they are chosen to participate in the Weekend Intensive, and then move to Melbourne to attend the Month Long Intensive. Similarly, the Prize Winner will have to move to Melbourne



to undertake his contract with Melbourne Victory and scholarship at Monash University.

**Key Dates:**

- 25 April 2009: the Weekend Intensive in Melbourne will commence.
- 10 May 2009: the Month Long Intensive in Melbourne will commence.
- 15 June 2009: the Major Prize Winner will be announced.

The Winner will then train with Melbourne Victory and takes part in the pre-season.

**PERSONAL DETAILS**

First Name

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Middle Name

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Last Name

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Nickname (if so, please tell us what it is and why)

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Gender (please circle)

Male

Female

Height

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Weight

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Shirt Size (S, M, L, XL)

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Shorts Size (S, M, L, XL)

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Football boot size

\_\_\_\_\_

Left footed \_\_\_\_\_ Right  
footed \_\_\_\_\_

Home Street Address

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post  
Code \_\_\_\_\_

Contact Numbers Phone (Home) \_\_\_\_\_

Mobile (if any) \_\_\_\_\_

Parents' mobiles \_\_\_\_\_ (Mum/ Dad)

Email Address (If you don't have one, please give us your parents email address)

\_\_\_\_\_

Do you have a homepage on the internet? If yes, what is the URL?

\_\_\_\_\_

Name, phone number, and address of the relative that lives closest to you.

\_\_\_\_\_

Name, phone number, and address of an emergency contact for you.

\_\_\_\_\_

Age (As of today) \_\_\_\_\_

Date of Birth (Month/Day/Year) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Are you a permanent resident of Australia? (please circle) Yes No

### **CRIMINAL HISTORY**

Have you ever been arrested, charged with a crime, and/or been subjected to disciplinary charges of any kind (whether through a private or public entity)? If so,



please describe the circumstances of the arrest(s), and the charge(s) and/or accusations (include dates and locations). Were you convicted or disciplined, and, if so, in what way?

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### **FOOTBALLING HISTORY**

Have you ever been selected for any other club, for your State (e.g. New South Wales, Victoria) or for Australia? If so, which team and when?

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### **MEDICAL & PSYCHOLOGICAL**

Have you been treated for or suffered from any physical or mental illnesses (other than common colds) within the last ten (10) years?

(Please circle)      YES                      NO

If you answered "YES" please provide details, including dates of such mental and/or physical illness(es) (regardless of whether they were diagnosed or undiagnosed and regardless of whether any medical attention was sought), any diagnoses, treatments, any medications taken in connection with such illnesses and the purposes of such medications, and symptoms experienced in connection with such illness(es).



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Have you ever sought mental health counselling in any form? If so, please provide details.

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## TERMS & CONDITIONS

### PARTICIPATION

1. FOOTBALL SUPERSTAR is conducted by North One TV (ABN: 131 22 053 847) of 393 Glebe Point Road, Glebe, NSW, 2037 (the "**PRODUCER**").
2. By submitting an Application Form for FOOTBALL SUPERSTAR, Applicants:
  - a) agree to be bound by these Terms and Conditions;
  - b) accept and acknowledge full responsibility for their decision to participate in FOOTBALL SUPERSTAR;
  - c) represent that they are of suitable physical and mental health to undertake intensive physical and mental challenges;
  - d) agree to participate in FOOTBALL SUPERSTAR if chosen to be a Contestant, which includes living in Melbourne for several weeks and take part in challenges and tournaments;
  - e) agree to fully co-operate with the Producers and FOXTEL Management Pty Limited ("**FOXTEL**"), and their crew and employees, consultants, agents or subcontractors in the production, presentation, and televising of FOOTBALL SUPERSTAR, and any recording, promotion, photography, rehearsal, interview or conference, and any other event associated with FOOTBALL SUPERSTAR required by the Producers and/or FOXTEL, whether as Applicant or Contestant;



- f) represent that they are available to take, and have the capacity to participate in, the Major Prize if judged the Major Prize Winner; and
  - g) will accept, take, and participate in the Major Prize if judged the Major Prize Winner.
3. All application instructions and information published by the Producer form part of these Terms and Conditions. The Application Form and these Terms & Conditions are referred to together as the **"AGREEMENT"**.
4. Applicants to FOOTBALL SUPERSTAR must not be:
- a) employees of the Producer, FOXTEL or an employee of these companies' related corporations or agencies or any other company associated with them or FOOTBALL SUPERSTAR; or
  - b) a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee.
5. The Producers will select the successful Applicants to participate in FOOTBALL SUPERSTAR (the **"Contestants"**). The Producer's decisions are final and no correspondence will be entered into. The Producer is under no obligation to use or incorporate footage of each Applicant in FOOTBALL SUPERSTAR.
6. The Producers reserve the right to refuse to allow any Applicant to take part in any or all aspects of FOOTBALL SUPERSTAR, if the Producers determine, in their absolute and sole discretion, that an Applicant is not in the mental or physical condition necessary, or of a suitable character, to participate in FOOTBALL SUPERSTAR. Even though an Applicant may meet the eligibility requirements the Producers have no obligation to interview and/or select an Applicant.
7. The **Major Prize** is a contract with Melbourne Victory for season 2009/2010 plus a sports bursary for Academic Fees and Accommodation from Monash University to the value of \$10,000.00 (course to be selected by Monash University in consultation with the Winner) and a 'Monash University Category 1 Sports Scholarship' (subject to the Winner graduating to and retaining their position on the senior Melbourne Victory list, and meeting the academic requirements of the selected course.) of up to \$4,000.00 per annum - (in total up to value of \$ 20,000.00 for 5 years F/T or P/T study) at the end of the first year

#### **ENTRY**

8. Each Applicants' Entry and optional (but encouraged) two minute video clip must not be:
- a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful;
  - f) obscene;
  - g) defamatory;





- h) libellous;
  - i) threatening;
  - j) pornographic;
  - k) harassing;
  - l) hateful;
  - m) racially or ethnically offensive;
  - n) capable of encouraging conduct that would be considered a criminal offence;
  - o) capable of violating any law; and/or
  - p) capable of giving rise to civil liability.
9. Entry is free, but any costs associated with downloading an Application Form and sending an Entry to the Producer are the responsibility of the Applicant.
10. All costs associated with attending the One-Day Trials including, but not limited to, transport costs, are the responsibility of the Applicants.
11. Entries will not be returned to any Applicant and become the property of the Producer. Applicants must ensure that their Entries are received by the Producer during the Entry Period. All Entries are deemed to be received at the time of receipt by the Producer, not time of being sent by the Applicant. The Producer takes no responsibility for late, lost or misdirected Entries or for any delays or failures in any postal service or equipment.
12. Should an Applicant's details change at any time after the date that they enter FOOTBALL SUPERSTAR the Applicant must notify the Producer of their new details immediately.
13. All Entries to FOOTBALL SUPERSTAR may be subject to verification by the Producer. An Applicant must, within 7 days of being asked allow the Producer to inspect and copy any documents the Producer may request establishing eligibility to enter or win, including evidence of age, residence or identity.
14. Applicants must complete the Personal Details section of this Application Form themselves, and all such information must be truthful and accurate. Any Entry that is made on behalf of an Applicant by a third party or otherwise by proxy will be invalid.
15. The Producer may, at its absolute discretion, declare any or all Entries made by an Applicant to be invalid if the Applicant:
- a) fails to establish their entitlement to enter the Promotion to the Producer's satisfaction; or
  - b) fails to produce items as required by condition 13 or produces items that are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) has submitted an Entry that is not in accordance with these Terms and Conditions.
16. The expert panel's decisions, including, but not limited to, Melbourne Victory staff, are final and no communications will be entered into.
17. If an Applicant chosen to participate in the Weekend Intensive or the Month Long Intensive forfeits their participation for any reason or if the Major Prize is forfeited for any reason, the Producer may chose another Applicant to participate in the Weekend



Intensive or the Month Long Intensive in its sole and absolute discretion, and award the Major Prize to the next best Applicant who participated in the Month Long Intensive.

### **RELEASE AND WAIVER**

18. By submitting an Application Form for FOOTBALL SUPERSTAR, Applicants:
- a) consent to the recording, use, reuse and modification by the Producer, FOXTEL or any of these companies' related corporations or agencies or any other company associated with them and their employees, agents, officers, directors and contractors (together the "**RELEASEES**") of each Applicant's voice, actions, likeness, name, appearance and biographical material (collectively "**LIKENESS**") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with FOOTBALL SUPERSTAR;
  - b) agree that the Releasees will own and will use, reuse and modify any photos, images, sound recordings, video and any other materials of each Applicant including (but not limited to) those made by the Producer of each Applicant in connection with FOOTBALL SUPERSTAR (the "**MATERIALS**") and all intellectual property rights and other rights to the Materials including, without limitation, the right to use the Materials in any and all media known or hereafter devised, worldwide in perpetuity, in or in connection with FOOTBALL SUPERSTAR including in connection with any promotion, publicity, marketing and/or advertising of FOOTBALL SUPERSTAR in any manner whatsoever;
  - c) to the extent that an Applicant's Entry and optional two minute video clip includes any musical or literary compositions which the Applicant wholly or partially owns or purports to wholly or partially own the copyright or publishing rights, grants to the Producer an irrevocable, unlimited, perpetual, worldwide, royalty and payment free licence to use and reproduce such musical or literary compositions in FOOTBALL SUPERSTAR and in connection with any promotion, publicity, marketing, advertising for and any other exploitation of FOOTBALL SUPERSTAR in any and all media now know and which may exist in the future and waive their moral rights in that Entry and optional two minute video clip;
  - d) release the Releasees from any and all liability arising out of the use of each Applicant's Likeness and the Materials and agree not to make any claim against the Releasees as a result of the recording, publishing, modification and/or use of an Applicant's Likeness and/or Materials;
  - e) waive any moral rights they might have in each Applicant's Likeness and the Materials within the meaning of the Copyright Amendment (Moral Rights) Act 2000 (the Act), and grant the Releasees consent under the Act to enable the Releasees to make the fullest possible use of each Applicant's Likeness and the Materials.
19. By submitting an Application Form for FOOTBALL SUPERSTAR, Applicants represent that they understand that:
- a) their participation in FOOTBALL SUPERSTAR may involve the disclosure to the general public of their personal and health information which is normally considered private; and



- b) some viewers of FOOTBALL SUPERSTAR may think less of Applicants as a consequence of their involvement in FOOTBALL SUPERSTAR,
- and the Applicants consent to this and take personal responsibility for their participation in FOOTBALL SUPERSTAR.
20. No waiver by any of the Releasees of any term or condition of this Agreement will be construed as a waiver by any of the Releasees of any other term or condition. Nor will any waiver by any of the Releasees of any default under this release and waiver be construed as a waiver by the Releasees of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege in this Agreement will operate as a waiver thereof. Nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege in this Agreement.
21. The Producer is not obliged to produce FOOTBALL SUPERSTAR and FOXTEL has no obligation to broadcast FOOTBALL SUPERSTAR. If, for any reason, FOOTBALL SUPERSTAR is not capable of running as planned the Producer reserves the right to cancel FOOTBALL SUPERSTAR.
22. To the full extent permitted by the law, the Releasees will not be liable for, and each Applicant indemnifies the Releasees against, any loss, damage, claim, cost, expense or personal injury which is suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Applicant in connection with FOOTBALL SUPERSTAR, including: any indirect, economic or consequential loss or loss of profits; any loss arising from the negligence of a Releasee; or any liability for personal injury or death.
23. Applicants must be physically fit and able to participate in the sporting activities and accordingly accept all risks resulting from participation in FOOTBALL SUPERSTAR Trials. The Promoter may require additional information depending on the medical information supplied before the Promoter can accept an Applicant into the One-Day Trials.
24. By entering FOOTBALL SUPERSTAR each Applicant:
- a) agrees that it will immediately inform the Promoter of any injury sustained in connection with its participation in the One-Day Trials, regardless of the seriousness or triviality of the injury;
  - b) consents to the Promoter arranging any appropriate and necessary medical treatment for the Applicant in respect of any injury notified to the Promoter under paragraph (a) above; and
  - c) releases the Releasees from any and all liability that the Releasees may incur in respect of paragraphs (a) and (b) to the full extent permitted by law, including in respect of any failure or omission to arrange medical treatment for the Applicant.

#### **GENERAL**

25. The Producer and FOXTEL reserve the right to take any action necessary in their sole discretion at any time including, but not limited to, changing any dates set out in this Agreement.



26. Any provision of these Terms and Conditions that are illegal, invalid or unenforceable will be ineffective only to the extent of such illegality, invalidity or unenforceability without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement illegal, invalid or unenforceable.
27. The Producer and FOXTEL may assign, in whole or in part, any other rights or obligations under this Agreement.
28. Applicants may not assign this Agreement.
29. The Winners are advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to the acceptance of the Prize.
30. These Terms and Conditions are governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of the courts in that State.
31. Headings are for convenience and do not affect interpretation.

**PRIVACY**

32. Your privacy is important to us. The Producer is bound by the National Privacy Principles in the Privacy Act 1988. Applicants consent to their personal information and sensitive information (including health information) being collected, used and disclosed by or on behalf of the Producer for all purposes directly, indirectly and incidentally related to the administration and broadcast of FOOTBALL SUPERSTAR, including to publicise Applicants. Personal information about Applicants may also be disclosed to relevant authorities. Applicants' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions. The personal information of each Applicant may be provided to others assisting in the conduct of FOOTBALL SUPERSTAR. Applicants can contact the Producer by mail at FOOTBALL SUPERSTAR 393 Glebe Point Road, Glebe, Sydney, NSW 2037.or by email at [nerissa.tebbutt@northonetv.com](mailto:nerissa.tebbutt@northonetv.com), to request access to, or corrections of, any of the personal information that the Producer holds about them. Applicants can access a copy of the Producer's Privacy Policy at: [www.northonetv.com](http://www.northonetv.com), which is incorporated as part of these terms & conditions.

I, ....., agree to all terms & conditions set out in this Agreement, which I have read and understood, and I have fully answered all questions in the Application Form honestly and accurately.

.....  
Signature of Applicant

.....  
Date



I, ....., am the parent/guardian of the Applicant, I agree to all terms & conditions set out in this Agreement, which I have read and understood, and I consent to the Applicant participating in FOOTBALL SUPERSTAR.

.....  
Signature of parent/guardian

.....  
Date

