

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

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WHO WANTS TO BE A MILLIONAIRE – HOT SEAT (“THE PROGRAM”)

2009 AUDITION TO APPEAR AS A CONTESTANT ON THE PROGRAM

CONDITIONS OF ENTRY (“THE RULES”)

1. Information on “How to Enter” and prizes form part of these Conditions of Entry.
2. Entry is open to all residents of Australia aged 18 years and over, except employees of the Promoter and their immediate families, or their defacto/married partner of any companies affiliated, associated or otherwise connected with:
 - a. 2WayTraffic International or any subsidiary corporation;
 - b. PBL Media Pty Limited or any subsidiary corporation;
 - c. Nine Network Australia or any subsidiary corporation;
 - d. Australian Consolidated Press or any subsidiary corporation; and
 - e. Be.interactive Pty Ltd or any subsidiary corporation.
3. The “Program” is *Who Wants to be a Millionaire – Hot Seat*.
4. The Promoter may exclude in its discretion any person(s) with a criminal record.
5. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Program, the Promoter may suspend or end the Promotion, and reserves the right to:
 - i. disqualify any individual who tampers with the entry process; and
 - ii. re-do any part of the Program again.

All Participants acknowledge and agree that they have no claim against the Program in the event that (i) and/or (ii) occur.
6. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process.
7. The judge’s decision in relation to any aspect of the Promotion is final and binding on every person who enters. No correspondence will be entered into.
8. All Participants must comply with the decision of the Promoter as to the conduct of the Program, which decision shall be final and including without limitation in relation to any computer malfunction that may occur during the recording of the Program
9. All entries become the property of the Promoter. The collection, use and disclosure of personal information in connection with this Promotion is governed by the Promoter’s Privacy Notice and these Conditions of Entry.
10. The Promoter reserves the right to review these Conditions of Entry at any given time and the Conditions of Entry for any given episode will be governed by the most recent version of these Conditions of Entry prior to recording of that episode of the Program.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	1	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

11. The Promoter may use information it collects in relation to you to provide you with information regarding further offers, promotions or goods and services provided by the Promoter and/or the Promoter's partners and sponsors. The Promoter may also disclose information about you to its service providers to enable the Promoter to provide you with services. You consent to the Promoter's use and disclosure of information about you as contemplated by this paragraph. To remove your information from the Promoter's records, please SMS the word "OFF" to the relevant promotion number (55c inc GST SMS rate applies), or by sending an email millionaire@nine.com.au with your name, mobile phone number and your request to cancel the Service. If you wish to update or modify your details, please email millionaire@nine.com.au with your name, mobile phone number and your request to update or modify your details.
12. The Promoter is not responsible for any error, omission, interruption, deletion, defect in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alteration of entries occurring in relation to the conduct of the Promotion. Additionally, the Promoter accepts no responsibility for any email and/or SMS message not received by Participants and/or delays in the delivery of any email and/or SMS message due to technical disruptions or for any other reason (including, without limitation, any failure or delay by a service provider in delivery of any email and/or SMS message sent to you in relation to the Promotion.
13. To the full extent permitted by law, the Promoter will not be liable to you in respect of any claim for any loss or damage whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any personal injury suffered by you as a result of or in connection with the Promoter's Promotion.

AUDITION PROCESS

14. The "Audition Process" consists of two (2) stages. The first stage of the audition process "Casting Call" is open to all people who satisfy the conditions of entry above and is as detailed below. The second stage of the audition process "Studio Audition" is by invitation only.
15. Each stage of the Audition Process is a game of skill and subject to the judging and selection criteria as determined by the Promoter in its absolute discretion. The judging and selection criteria includes but is not limited, to the participants audition location preference, demographic profile, and examination results and responses.
16. Selection to participate in any stage of the Audition Process does not guarantee participation in the Program.
17. Participants may only register once. At the discretion of the Promoter, any attempts to enter repeatedly may result in all entries made by that participant being deemed invalid.
18. The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
19. By registering, Participants give the Promoter express permission to be contacted at anytime by email, SMS and or telephone regarding their entry into the Promotion. This includes but is not limited to automated email or SMS messages advising Participants of the status of their entry.
20. For the removal of doubt, all costs associated with participating in the audition process are the responsibility of the Participant. This includes travel and accommodation (where necessary) to participate in the audition process.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	2	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

CASTING CALL

21. Registration dates commence and conclude as follows:

Registration commences 09:00AEDT on Thursday 19th March 2009 and concludes 23:59AEDT Tuesday 24th March 2009.
22. To register for the Casting Call, Participants must visit www.ninemsn.com.au/millionaire and register their demographic details as requested along with completing an online test.
23. The Promoter reserves the right to conduct other auditions as may be deemed necessary by the Promoter to meet the requirements of the Program.
24. Entries not completed in accordance with the Conditions of Entry or received after the closing date will not be considered. Incomplete, incomprehensible entries and/or entries with invalid or incorrect email address and/or mobile telephone numbers will be disregarded.
25. For the removal of doubt, the online test forms one (1) part of the overall judging and selection criteria and is not the sole determining factor as to whether a Participant will be invited to the Studio Audition.
26. Participants may only register in their own name and cannot register on behalf of any other individual. Registration is not transferable.

STUDIO AUDITION

27. Entries received from the Casting Call will be individually judged to ensure each Participant has a fair and equal chance of progressing. The Promoter will then review these entries according to the judging and selection criteria and apply this criteria to determine which Participants are to be invited to the Studio Audition stage.
28. Judging will occur on 25th March 2009.
29. Participants selected by the Promoter to be invited to the Studio Audition stage will be contacted by email and SMS using the details provided in their registration.
30. Participants invited to the Studio Audition will receive an SMS notification and an email message advising of the location and audition time for their audition.
31. For the removal of doubt email and/or SMS messages sent by the Promoter will be deemed to be received by Participants 8 hours after having been sent from the Promoters database not at the time of receipt or reading by the Participant.
32. The email notification will include specific details of the date, time and venue for the studio audition. If a Participant is unable to attend the venue at the date and time advised, then their registration may be forfeited.
33. Participants who receive an email invitation to the Studio Audition will be requested to reply to this email to confirm their attendance. Failure to reply to the email within the time specified in the email by the Promoter may result in their registration being forfeited.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	3	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

34. For the removal of doubt, the Studio Audition will not be the date, time and/or venue where any appearance on Program is recorded. This will occur at a later date, time and venue as determined by the Promoter.
35. Participants invited to the Studio Audition should allocate 4 hours to the audition process and will be required to remain at the venue at all times during the audition process. If a Participant fails to remain at the venue, the Promoter reserves the right to deem the Participants registration invalid and exclude them from further participation in the audition process and/or the Promotion.
36. Participants invited to the Studio Audition may be required amongst other things to take a written test, complete a questionnaire, and an interview as part of the process. Refusal or failure to complete any element of the Audition Process as requested by the Promoter will result in the Participants entry being deemed invalid and excluded from the Promotion. The Promoter also reserves the right to contact a Participant after the Studio Audition to clarify any and/or all element of their audition.
37. By participating in the Studio Audition, Participants consent to being photographed and/or having any element of their participation recorded. Participants also consent to the Promoter using such photographs and/or recordings in any media worldwide in perpetuity.
38. For the removal of doubt, the written test during the Studio Audition stage forms only one part of the overall judging and selection criteria. Participants are advised that any and all parts of the Studio Audition, including but not limited to their conduct during the process, any follow up enquiries by the Promoter, will form part of the overall selection criteria.
39. At the conclusion of the Studio Audition process the Promoter will apply the judging and selection criteria to determine a list of Contestants who will be invited to participate in the Program on a designated date ("Appearance Date").

CONTESTANT DETAILS

40. Participants who are selected to be Contestants will be notified by telephone and told the date and approximate time they and a friend will be required and to arrange for their attendance at the studios at Channel Nine at Richmond in Victoria on the Appearance Date.
41. The Promoter will not pay for any ancillary costs associated with the Participant's participation in this aspect of the Promotion (including but not limited to travel expense, accommodation, meals, beverages and any other expenses of a personal nature).
42. No fee will be paid to the Contestants or their friend for any attendance at the studio or in respect of any loss of earnings incurred because of attendance at the studio. This is the responsibility of the Contestant.
43. If a Contestant fails to attend the studio on the Appearance Date at the arranged time for any reason, the Promoter reserves the right to exclude the Contestant from the Program.
44. The Promoter reserves the right to request Contestants provide proof of identity. Identification considered suitable for verification is at the discretion of the Program.
45. A Contestant cannot apply to re-appear on the Program.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	4	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

RECORDING THE PROGRAM

46. On the Appearance Date, the Contestants and their friend will be met at the studio and will be required to sign a standard form agreement in relation to the Program. The standard form agreement will include, amongst other things, confirmation that:
- i. they have understood and agree to the rules;
 - ii. that they consent to the recording of their contribution to the Program and to the exploitation of the Program in all media worldwide; and
 - iii. they consent to a search of their person and belongings to ensure that they do not have any device or other thing that would assist them in the contest.
47. The Promoter will then identify the six (6) Contestants to appear on each episode of the Program.
48. The 6 Contestants will be allocated a number from 1 to 6 (inclusive). The allocation of numbers is at the Promoter's absolute discretion. Each Contestant will sit in the seat that is labelled with the number that they are allocated. This determines the order of play. Exactly 15 questions will be asked. The first question to be asked will be a level 1 question. A level 1 question must be answered correctly by one of the Contestants before a level 2 question will be asked and so forth. Accordingly, each incorrect answer reduces the amount of money available to be won by one level. Each level has a dollar value as follows:

Level Number	Value
1	\$ 100
2	\$ 200
3	\$ 30
4	\$ 500
5	\$ 1,000 (safe)
6	\$ 1,500
7	\$ 2,400
8	\$ 4,000
9	\$ 6,000
10	\$ 8,000
11	\$ 10,000
12	\$ 20,000
13	\$ 50,000
14	\$ 250,000
15	\$1,000,000

49. The only "safe level" is at question 5, for \$1,000, for a correct answer.
50. The Contestant sitting in "Seat Number 1" will move to the "Hot Seat" and the other five Contestants will move up a seat. The Contestant sitting in the Hot Seat will be asked the first question at level 1 and given four alternative answers. The Contestant can elect to answer the question or pass the question to the Contestant sitting in "Seat Number 1".
51. If the Contestant sitting in the Hot Seat elects to answer the question and answers the question correctly, they will be asked the next question and may elect to answer or pass the question to the Contestant sitting in Seat Number 1 and so forth.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	5	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

52. If the Contestant sitting in the Hot Seat elects to answer the question and answers the question incorrectly then that Contestant is eliminated from the Program, and the Contestant sitting in Seat Number 1 moves into the Hot Seat and all other Contestants move up a seat. The Contestant now sitting in the Hot Seat will be asked the next question and that question will be at the same level as the question that was answered incorrectly.
53. If the Contestant sitting in the Hot Seat elects to pass the question, the Contestant sitting in Seat Number 1 will move into the Hot Seat, the remaining Contestants will move up a seat and the Contestant that just passed the question will move to the first vacant seat out of the seats numbered 1 to 6. The Contestant to whom the question was passed cannot pass and must answer the question.
54. Each Contestant can only elect to pass once.
55. Each question must be answered within the following time limits (as measured by the Promoter in its absolute discretion):
- (a) 15 seconds for questions 1 to 5;
 - (b) 30 seconds for questions 6 to 10; and
 - (c) 45 seconds for questions 11 to 15.
- If the Contestant sitting in the Hot Seat when the question is first asked fails to answer the question or pass the question before the expiry of the time limit, that Contestant will be eliminated. If the Contestant sitting in the Hot Seat when the question is first asked elects to pass the question, the time limit will be reset for the Contestant who moves to the Hot Seat. If the Contestant who has moved to the Hot Seat fails to answer the question before the expiry of the time limit, that Contestant will be eliminated and so forth.
56. The process described in paragraphs 50 to 54 continues in relation to all 15 questions. The Contestant that occupies the Hot Seat for the fifteenth question will win the money available to be won at the level of that question (as determined by the number of preceding incorrect answers) if they answer the question correctly and will win \$1,000 if they answer the question incorrectly.
57. All Contestants appearing on the Program are prohibited from interacting with any member of the audience during the Program. The Promoter reserves the right, in its absolute discretion to disqualify a Contestant or to withhold any prizes from a Contestant, where the Promoter is of the opinion that that Contestant has interacted with a member of the audience and such interaction has assisted the Contestant in answering any question.
58. All Contestants must comply with the decision of the Promoter as to the conduct of the Program, which decision shall be final and including, without limitation, in relation to any computer malfunction that may occur during the recording of the Program or in relation to which answer is deemed to be the correct answer.

PRIZES

59. Any prizes won by the main contestant will be sent to their last known address within 28 days of broadcast of the episode of the Program. For the removal of doubt, prize money is only awarded following the broadcast of the Program. If the Program is not broadcast then no Prize Money will be awarded.
60. The maximum potential prize pool is \$30,000,000. This is assuming the maximum prize of \$1,000,000 is won for each of thirty (30) episodes.

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	6	of	7

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Date	18032009	Version	2009.01

PROMOTER

61. The Promoter is Nine Network Australia, 24 Artarmon Road, Willoughby NSW 2068.
ABN 65 001 549 560

Show	MILLIONAIRE	Promotion	2009 Contestant Registration		
Service Provider	Be.interactive	Page	7	of	7