

Auction Release Deed



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

To: Nine Network Australia Pty Limited (ABN 88 008 685 407) and its successors, executors, licensees and assigns (**Producer**)

I, _____ of _____ agree as follows:
(full name) (address)

- (a) understand that the Producer is producing the television program entitled *The Block* (**Program**);
- (b) acknowledge that I am attending auction(s) for certain real estate as part of the Program (**Auction**) which will be recorded;
- (c) irrevocably consent to the Producer (which includes its related bodies corporate, licensees, servants, agents or any other person or entity to whom the Producer may from time to time licence or assign these rights, at the Producer's discretion):
 - (i) making 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, financial information and biographic information in the Program;
 - (iii) promoting, communicating and exploiting the Recordings and/or the Program in whole or part, in any form, manner, or medium (including via the internet) worldwide in perpetuity without any payment or royalty; 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);
- (d) **will not:**
 - (i) **disclose the outcome of any Recordings or any Auction (including, without limitation, Auction details, Auction results, sale prices or winning contestants) in any manner, way or means, including, without limitation, publication via any media (including, without limitation, social media such as Facebook or Instagram) at any time prior to the broadcast of the episode of the Program incorporating the Recordings has been broadcast in full by the Nine Network;**
 - (ii) **take any photos or make any recordings whether by dedicated device or using any smart or mobile phone technology without the Producer's prior written consent;**
- (e) acknowledge that damages will not be an adequate remedy for any breach of the term set out in this document and agree to 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 this document, or specific performance to compel me to perform my obligations under this document, as a remedy for any breach or threatened breach and in addition to any other remedies available to the Producer;
- (f) warrant that I am over the age of 18 years as at the date the Recordings are made;
- (g) will not to interrupt or interfere with the production, conduct, recording, promotion or exploitation of the Recordings, Program or the Auction;
- (h) agree that in the event of a breach of this document 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 exploitation of the Recordings or the Program or rights granted to the Producer under this document;
- (i) acknowledge that the Producer has no obligation to include the Recordings (including any image of me) in the Program;
- (j) acknowledge that the Producer owns and controls all intellectual property rights in the Program and the Recordings;

- (k) to the extent permitted by law, consent to any of the acts or omissions of the Producer or any person authorised by the Producer which would, but for this agreement, 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;
- (l) to the fullest extent permitted by law, waive any and all of my rights and any claim which I may have now or in the future against the Producer, its related bodies corporate, its broadcasting affiliates and any entity to whom the Producer licenses the Recordings and/or the Program and any of their contractors, employees and agents including Watercress Productions Pty Ltd (**Producer Parties**) and release from liability and agree not sue any member of the Producer Parties in respect of any personal injury, death, property damage, liability or loss sustained by me in connection with my attendance at the Auction, participation and/or appearance in the Recordings and/or in the Program, or the production, use or exploitation of the Recordings and/or the Program; and
- (m) release and indemnify each member of the Producer Parties in respect of any complaints, actions, proceedings, claims, demands, liabilities, costs and expenses that a member of the Producer Parties may sustain in connection with or arising out of my attendance at the Auction or my participation and/or appearance in the Recordings and/or in the Program. The Producer holds this benefit as agent for each member of the Producer Parties (other than the Producer).
- (n) agree, on behalf of any children that accompany me, as their parent or legal guardian to all the matters, consents and releases I have agreed on my own behalf in this document, including my consent for the Producer to film my children and to exploit such recordings.

Executed as a Deed Poll

Witnessed by:

→ _____
Signature

→ _____
Signature of witness

Print full name

Print full name of witness

Date

Date