



Telstra Game Reviewer

Application process for reviewer/ content provider

Introduction

- 1 Telstra Corporation Limited (**Telstra**) is seeking applicants for the role of a Telstra game reviewer, to create and supply to Telstra exclusive content to promote Telstra's gaming products, including but not limited to Xbox All Access (**Telstra Game Reviewer Project**).
- 2 Telstra currently anticipates that any successful applicant will be required as part of the Telstra Game Reviewer Project to create and provide up to 10 videos and 10 corresponding written reviews of the games and associated gaming products (each a **Review**) between June and November 2020, which Telstra will use in various social media and external channels and otherwise use to promote the Xbox All Access product or other gaming products. Telstra will advise successful applicant(s) of the number of Reviews required.
- 3 Telstra will seek to engage the successful applicant(s) if any, as independent contractor(s) under a consultancy agreement, that will be separately negotiated and agreed (**Consultancy Agreement**).
- 4 The Consultancy Agreement will be provided by Telstra and will contain the details of the content to be created and provided, and the fees payable for that content, together with other terms relevant to the engagement. The Consultancy Agreement may provide for Telstra to supply the Xbox All Access product for the purposes of the reviews if necessary. Under the Consultancy Agreement, you will be required to assign all intellectual property rights in the Reviews to Telstra. Successful applicants who enter into a Consultancy Agreement will be paid \$AUS2,500 plus GST for each Review commissioned by Telstra.
- 5 If the Consultancy Agreement cannot be successfully negotiated and agreed within a reasonable time (and in no event later than the time allowed by Telstra Game Reviewer Project timeframes), then the relevant applicant(s) will not be engaged on the Telstra Game Reviewer Project.
- 6 By submitting an application to be engaged as a content provider, you (**Applicant**) accept these terms and conditions.

Eligibility

- 7 Applicants must be aged 18 years or over and be permanent residents or citizens of Australia. Employees of Telstra are not eligible.
- 8 A parent or guardian may include in their application their child who is under the age of 18, in accordance with clauses 18 and 19, but children are not permitted to apply on their own behalf.

Submission of applications

- 9 Applications may be submitted between 9am, Monday 11 May 2020 and 11.59pm, Wednesday 20 May, 2020, AEST. Applications submitted outside these times will not be accepted.
- 10 To submit an application and be eligible for consideration, Applicants must complete the form at <https://tel.st/game-reviewer-apply> and submit it in accordance with the instructions on that page. An on-screen confirmation will be provided once an application has been successfully submitted.



- 11 It is Applicants' responsibility to ensure they obtain this confirmation. Any application without an on-screen confirmation has not been submitted properly and will not be considered.

Assessment of applications

- 12 The Telstra Exchange website sets out the information and materials required to be submitted as part of an eligible Application.
- 13 Telstra will assess applications based on the quality of the information submitted in the Application, and in accordance with its usual personnel and hiring criteria and standards. Telstra may perform background or other checks on Applicants in accordance with its usual processes and as permitted by law.
- 14 Telstra may also seek applications for content creators for the Telstra Game Reviewer Project through other means, including through commercial recruitment or casting services, and those applications may not necessarily conform to the criteria set out in these terms. Telstra is still entitled to consider them.
- 15 Telstra will contact the successful applicant(s) (if any) between 20 May 2020 and 25 May 2020, and then engage in negotiations with them to conclude the Consultancy Agreement.
- 16 Telstra does not guarantee that it will select any particular number of successful applicants, or any successful applicants at all. Telstra does not guarantee that it will conclude any Consultancy Agreements, even if it does choose successful applicants.
- 17 Applicants are not entitled to access reasons for decisions or other information about the application process or decision making (subject to applicable law).

Applications involving other people

- 18 Telstra will only accept applications from an individual. However, Telstra is seeking creative content and formats and understands that certain review formats or content may involve the contribution of, or information regarding, other people.
- 19 Applicants can nominate other people to be involved in their Application, provided that:
 - (a) if that other person is under the age of 18 (**Minor**), the Applicant is the Minor's parent or legal guardian and authorises the participation of the Minor in the Telstra Game Reviewer Project; and
 - (b) the Applicant ensures that each other person nominated as part of their application:
 - (i) is aware they are being included;
 - (ii) is aware of, and agrees to comply with, all of these terms and conditions (including Telstra's Privacy Policy) as if a reference to the 'Applicant' was a reference to that other person,and can provide written evidence of these requirements if asked by Telstra.

Intellectual property and personal information

- 20 Subject to paragraph 21, by submitting an Application, the Applicant (on behalf of itself and each other person nominated in its Application) agrees to the Promoter using, copying, modifying, publishing, and disclosing:
 - (a) their name, likeness, image or voice (including photograph, film or recording) in any media; and



- (b) all content, data and information provided in, with or as part of the Application in whatever form (**Material**),

for an unlimited time without further reference, payment or any other compensation to the Applicant (or any other person) for the promotion of any products or services of Telstra, including sending the Applicant electronic messages.

- 21 Telstra will not use previously generated reviews that are submitted as part of an Application for Telstra's promotion.
- 22 Telstra's use and disclosure of the Material is subject to Telstra's privacy policy and the restrictions imposed by the *Privacy Act 1988* (Cth). A copy of Telstra's privacy policy is available at www.telstra.com.au/privacy.
- 23 If an Applicant does not provide Telstra with the personal information requested in the entry form, then Telstra will not be able to accept the application or engage the Applicant to perform services in the Telstra Game Reviewer Project.
- 24 On submission of the Application, all the intellectual property rights (including copyright and patent rights) in the Material are licensed by the Applicant (on behalf of itself and each other person nominated in its Application) to Telstra in perpetuity for the purposes set out in these terms. To the extent necessary to give effect to this paragraph, the Applicant (on behalf of itself and each other person nominated in its Application) promises that it has obtained any necessary rights from other people in order to be able to license the Material to Telstra).
- 25 The Applicant (on behalf of itself and each other person nominated in its Application) consents to all acts or omissions of any person, including Telstra, in connection with the Material, that would otherwise constitute an infringement of any moral rights that the Applicant may have now, or in the future pursuant to the *Copyright Act 1968* (Cth). Without limiting the foregoing, if requested by Telstra, the Applicant agrees to provide (on behalf of itself and each other person nominated in its Application) consent to any specific act or omission nominated by Telstra that may otherwise infringe the moral rights of the Applicant.

Liability

- 26 Subject to paragraph 28, Telstra will not be liable for any loss or damage (however caused), suffered by the Applicant or any other person in connection with these terms and conditions or their Application to create content for the Telstra Game Reviewer Project.
- 27 Except as contemplated by paragraph 28, nothing in these terms and conditions is intended to limit any rights of the Applicant under the *Competition and Consumer Act 2010* (Cth).
- 28 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Telstra in connection with these terms and conditions or the competition and Telstra's liability for failing to comply with that guarantee cannot be excluded but may be limited, then paragraph 26 does not apply to that liability and instead Telstra's liability for such failure is limited to (at Telstra's election):
- (a) in the case of the supply of goods, Telstra replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
- (b) in the case of supply of services, Telstra supplying the services again or paying the cost of having the services supplied again.



Cancellation

- 29 Telstra may cancel the Telstra Game Reviewer Project at any time, cease taking applications at any time and for any reason, and otherwise amend any aspect of the Telstra Game Reviewer Project or these terms (subject to applicable law).

Disputes and survival

- 30 The laws of New South Wales apply to these terms and conditions. Applicants irrevocably submit to the exclusive jurisdiction of the New South Wales courts in connection with the competition.
- 31 Paragraphs 20, 24, 26, and 30 survive termination or expiry of these terms and conditions.