

These are the terms and conditions (“**Rules**”) that apply to the TV TakeOff Competition (“**Competition**”) promoted by Frontier Media & Marketing Sydney Pty Ltd t/as Frontier Australia ABN 38 654 387 256 (“**Frontier Australia**”). By entering the Competition, each business entity entering it (an “**Entrant**”) and the person representing the Entrant (“**Representative**”) will be taken to have agreed to these Rules (including the limitations of liability in Rule 16. The Entrant that wins the Competition (the “**Winner**”) will win the prize described in clause 10 below (the “**Prize**”) subject to entering an exclusive media buying agreement with Frontier Australia for 21 months (the “**Media Contract**”), (a draft of the terms of which are set out at the bottom of this form following on from Terms & Conditions), and other specified conditions including those set out in clause 11 below

1. Eligibility:

- a. To participate in the Competition, Entrants must before the Closing Date submit a completed application form (located at <https://www.tvtakeoff.com.au>), and must have included the details required such as the legal name and the trading business name of the Entrant, the URL of the website of the Entrant’s business, the Representative’s name and contact details, LinkedIn links and the number of years the Entrant has operated its business.
 - b. The Representative must be aged 18 years or over at the time of entry, a legal resident of Australia, and authorised to act on behalf of the Entrant. The Representative must use their business email address and contact details in connection with the Competition unless permission to use other details is obtained from Frontier Australia.
 - c. Frontier Australia reserves the right at any time to require proof of eligibility in such form as Frontier Australia reasonably considers necessary.
 - d. There is a maximum of one entry into the Competition per Entrant.
- 2. Not eligible:** Employees (or family members of, or members of the same household (whether or not related) of employees) of any group company of Frontier Australia, companies associated with the Competition and all affiliates of such companies may not enter this Competition.
- 3. Competition period:** The Competition opens at 12:01 am (AEDT) 28th April 2026 (“**Start Date**”). All entries must be received by 11.59pm (AEST) 25th May 2026 (“**Closing Date**”).
- 4. How the Competition works:** there are three (3) stages in this Competition:
- a. **Qualifying Stage:** The first stage is a qualifying stage, during which eligible Entrants apply online to progress to the Second Stage.
 - b. **Second Stage:** The Second Stage requires successful Entrants to complete a questionnaire on their business proposition and readiness for TV and sign a mutual Non-Disclosure Agreement.
 - c. **Final Stage:** The third stage is the Final Stage, where successful participants will be invited as finalists to pitch their business case for their business, including projected financial performance and creative opportunity, in front of the judging panel and to compete for the Prize.
- 5. Qualifying Stage:** To take part in the Qualifying Stage, Entrants must visit <https://www.tvtakeoff.com.au> and must enter the details required, (see clause 1a above) **IMPORTANT:** Any content submitted must comply with the “*Content/Entry Requirements*” below.
- 6. Second Stage:** Within 14 calendar days after the Closing Date, the judging panel will shortlist a group of Entrants whom the judges deem best meet the criteria for success and those

Entrants will be required to complete a questionnaire on their business proposition and readiness for TV. Frontier Australia will notify the Entrants who successfully qualify for the Second Stage by email and will make reasonable efforts to contact the successful Entrants, but it is each Entrant's responsibility to monitor their chosen email account (including any junk mail folders) for receipt of the notification. The answers provided in the Second Stage will be judged by Frontier Australia's panel of judges. The judges will assess each successful Entrant's questionnaire answers and will score the answers provided. Those Entrants who, in the sole and absolute discretion of the judges, provide the strongest answers will be selected to take part in the final pitch ("**Final**").

7. **Final Stage:** The Final will take place in person and the precise location and timings for the Final will be notified to successful Entrants in the email notification following the Second Stage. Please note that Entrants shall be responsible for all costs incurred by them in taking part in the Final Stage.
8. **Winner selection:** Within 14 days after the conclusion of the Final, the Winner will be selected from among all qualifying finalists by a panel of five judges (which will include three independent judges i.e., a person who is not an employee of by nor has any proprietary interest in Frontier Australia or any of its associated entities). The Winner will be the Entrant which, in the sole opinion and absolute discretion of the judges, best showed that they are ready for substantial growth, with the capacity, vision and scope to achieve this growth via the medium of TV and will be scored on the following criteria
 - a. Strength of their marketing to date and favourable competitor USP
 - b. Does the Entrant have a validated business model and scalable product or service?
 - c. Does the Entrant have systems & processes to handle increases demand?
 - d. Are the Entrant's business/es TV KPIs achievable?
 - e. Can the proposition be easily articulated in 15&30 second TVCs, and obtain Clear Ads approval?
 - f. Overall impression & scale-up potential

The judges' and Frontier Australia's decisions shall be final and binding in all respects on all Entrants and Representatives. No further correspondence will be entered into.

9. **Winner notification:** The Winner will be notified by either email or phone within 14 days of their being selected. If the Winner does not, for any reason, sign the Media Contract within 14 days of being notified, or cannot be contacted within 28 days of the first attempt to notify them, Frontier Australia reserves the right to award the prize to another Entrant and disqualify the original Winner without having to give any notice to the original Winner.
10. **Prize:**
 - a. Subject to the Winner signing the Media Contract, the Winner will receive, creative work by Frontier Australia and/or its preferred creative partners, and media (TV) airtime, to a total value of A\$250,000, split
 - (i) A\$200,000 as to a media spend and
 - (ii) A\$50,000 as to the Creative, Design, Production, Strategy, Account Management, Attribution/measurement.
 - b. The creative concepts, final production, and the media airtime will be the subject of good faith discussions between the Winner and Frontier Australia. However, if the parties fail to agree on any aspect of the creative concepts, final production or media airtime, Frontier Australia shall make the final decisions at its sole and absolute discretion, acting reasonably, as to the applicable elements that will give in its opinion the best chance of delivering the requisite return on investment via the right creative treatment.

11. Prize conditions:

- a. The Entrant acknowledges and agrees that the Media Contract will in return for and so as to facilitate the benefits flowing to the Winner, grant to Frontier Australia the exclusive right for a minimum period of 21 months, to plan, create, produce, and buy media placement for TV advertising campaigns for and on behalf of the Winner. The Media Contract is available at the link noted in the preamble at the beginning of these terms.
- b. Without limiting the generality of the foregoing, the Winner warrants that any advertising and / or content that it provides to Frontier Australia to be published will comply with the provisions of all voluntary codes, statutory enactments and other laws governing or relating to the publication of such advertisements and/or content.
- c. Frontier Australia will retain ownership of all intellectual property rights and related rights in any materials, works or campaigns that it or its subcontractors create for the Winner (including all rights in derivative works) that comprise part of the Prize or otherwise. The Winner shall be granted a limited licence to use such materials, works or campaigns for the purpose for which they were intended.
- d. By entering the Competition, Entrant irrevocably grants to Frontier Australia and its licensees a perpetual, non-exclusive licence, right and permission to use any content submitted to Frontier Australia by or on behalf of the Entrant as part of the Competition, in any and all media, for the purpose of operating and publicising the Competition and directly or indirectly promoting Frontier Australia's, or its licensees' business (for example by making such content publicly available on Frontier Australia's, and its licensees' social media channels, print publications and online) as well as, for the avoidance of doubt, for the purpose of creating and delivering the TV ad campaign the subject of the Prize. This licence includes the use of the Entrant's trademarks and logos.

12. Alteration of Prize: Frontier Australia reserves the right to substitute the Prize (or any part of it) for a prize or prizes of equivalent or greater monetary value if it considers it necessary or reasonable to do so in its sole and absolute discretion. There is no cash alternative to the Prize (or any part of it) and unless agreed otherwise in writing the Prize is non-refundable and non-transferable. The Prize, or any unused part of it, will expire after 12 months of the Media Contract being signed or of the Winner being announced (whichever happens sooner).

13. IMPORTANT Content/Entry Requirements: If content is submitted by or on behalf of any Entrant as part of the entry process or participation in the Competition (e.g. photos, illustrations, copy, sound recordings, trademarks, etc.), any such content must comply with the following provisions:

- a. it must be lawful, true and honest to the best of the Entrant's and Representative's knowledge and belief;
- b. it must not infringe the rights of any third party (including intellectual property or privacy rights);
- c. it must not be obscene, abusive, offensive, immoral, harassing, bullying or discriminatory (e.g. based on race, religion, sexual orientation, sex, gender identity, or any other ground);
- d. it must not portray or promote weapons, hatred, violence, criminality, terrorism, unlawful behaviour or physical harm against any individual, group or animal;
- e. it must not be defamatory or disparaging of anyone; and
- f. the Entrant must be the legal and beneficial owner of any content it submits. If it is not, it must obtain all relevant third party consents. For example, if it submits music or imagery or video which is owned by a third party, or which features a third party, it

must obtain the express written permission which covers the intended uses of the content (including the Competition and the Prize) – Proof of such permission may be required by Frontier Australia. Failure to provide such proof may result in the disqualification of any Entrant in the exercise of Frontier Australia's sole and absolute discretion.

14. **Warranty:** By entering the Competition, the Entrant warrants and represents that it has the right and authority to enter the Competition, accept the Prize, and enter into the Media Contract and that by doing so it will not be in breach of any agreement with or obligation to a third party.
15. **Unsportsmanlike conduct:** If Frontier Australia has grounds to suspect any Entrant, individual or third party of cheating, deception or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry) Frontier Australia reserves the right (in its sole and absolute discretion) to disqualify any Entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity, from the Competition and all other competitions or promotions operated or promoted by Frontier Australia.
16. **Exclusion of Frontier Australia's liability:**
 - a. Nothing in these Rules limits or excludes any person's liability for death or personal injury caused by negligence, for fraud or for any matter for which liability cannot be lawfully limited or excluded.
 - b. So far as is permitted by law, Frontier Australia and its associated companies and agents exclude responsibility and all liabilities arising from: a) any postponement or cancellation of the Competition, b) any changes to, supply or use of the Prize (or failure to use the Prize), and c) any acts or defaults of any third party supplier, which are beyond Frontier Australia's reasonable control.
 - c. Frontier Australia does not accept responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of any entry.
17. **Verification and disqualification:** Frontier Australia reserves the right to verify Entrants' eligibility, and to check the identity of individuals purporting to act on behalf of an Entrant for the purposes of this Competition. All personal details and information supplied by or on behalf of Entrants and their representatives/agents must be truthful and accurate. If an Entrant fails to provide adequate information in a form which is acceptable to Frontier Australia within a reasonable time (and in any event no more than 7 days after such request), the Entrant may be disqualified from the Competition in the exercise of Frontier Australia's sole and absolute discretion and/or any prize may be withheld and awarded to an alternative winner. Entries must only be made by an authorised person and must not be sent in through other agents or third parties. Incomplete entries, and entries which do not satisfy the requirements of these Rules, may be disqualified in the exercise of Frontier Australia's sole and absolute discretion.
18. **Third parties:** The Entrant and Representative acknowledge and agree that this Competition is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or other platforms or parties (each a "Third Party") unless otherwise stated. By entering, the Entrant acknowledges and agrees that Third Parties bear no responsibility for the Competition and, to the maximum extent permitted by law, the Entrant and the Representative release Third Parties from any liability whatsoever in connection with this Competition. The Entrant and the Representative acknowledge and agree that the information that they each provide is provided to Frontier Australia (and its affiliates, associates and agents where applicable) and not to Third Parties (including Twitter and Facebook).

19. **Winner details:** By entering the Competition, each Entrant acknowledges that Frontier Australia is irrevocably authorised to publish the business name of the Winner, including online on the Competition website, after the close of the Competition. If applicable, if any Entrant is concerned that its personal information may be made available due to such publication, it should contact Frontier Australia using the contact details at the end of these Rules. Frontier Australia agrees to deal with such request in good faith and reasonably. Even where Frontier Australia agrees not to publish certain personal information of the Entrant, the Entrant acknowledges and agrees that Frontier Australia may nevertheless disclose the relevant information, and the Entrant's entry, to the Australian Communications and Media Authority and/or the Australian Competition and Consumer Commission (and/or any other competent authority) if required to do so. This may happen where Frontier Australia is required to demonstrate that it has conducted the Competition and/or awarded the Prize as advertised. To request disclosure of Winners' details, an Entrant must submit a request to hello@frontieraustralia.com.au by 30th September 2026. Details will only be disclosed (if permitted by law) after the Prize has been awarded.
20. **Publicity:** In addition to the rights granted above, the Winner and other Entrants and their agents grant to Frontier Australia the right to use their respective name and trademark/s for advertising and publicity purposes without additional remuneration for a period of not less than 2 years after the Winner is selected.
21. **Data:** Frontier Australia will use each Entrant's contact details (including the contact details of any agents or representatives purporting to act on behalf of an Entrant) and other personal information for the purpose of administering this Competition. Frontier Australia may also use the details that the Entrant and the Representative gives to Frontier Australia to contact them for marketing purposes (in connection with Frontier Australia's business and services, and other competitions, by email and/or SMS. If the Entrant is an individual, please see the Privacy Policy at [\(link\)](#) for further details.
22. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Frontier Australia's failure to enforce any term of these Rules will not constitute a waiver of that provision.
23. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from Australia and where permitted by law. Frontier Australia makes no representation that materials relating to the Competition are appropriate or available for use at other locations. Access to such material from jurisdictions under whose laws such materials are illegal, is strictly prohibited.
24. **Governing law and jurisdiction:** This Competition, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the law of New South Wales. The Entrant and the Representative irrevocably agree that the courts of New South Wales shall have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with these Rules or the Competition.
25. **Promoter:** The promoter is Frontier Media & Marketing Sydney Pty Ltd t/as Frontier Australia ABN 38 654 387 256 of Suite 57, Jones Bay Wharf, Upper Deck, 26-32 Pirrama Road, Pyrmont NSW 2009
26. **Contact:** Enquiries about the Competition can be sent to Frontier Australia to: hello@frontieraustralia.com.au.

LETTER OF AGREEMENT FOR TV TAKEOFF WINNER – DRAFT ONLY

To: [WINNER CORPORATE ENTITY]
Address
Email of [WINNER REPRESENTATIVE]

LETTER OF ENGAGEMENT – TV TAKEOFF AUSTRALIA

We are pleased to write confirming the terms on which You appoint us to provide media service to You.

This letter sets out the details of our arrangement and whilst this unavoidably leads to a rather formal document, please accept it in the intended spirit as a means of avoiding any confusion and clarifying contractual responsibilities.

1. CLIENT PARTICULARS

1.1 This contract is between

- a) [WINNER CORPORATE ENTITY], ABN XXX, (“You”) whose authorised representative is [WINNER REPRESENTATIVE] and
- b) Frontier Media & Marketing Sydney Pty Ltd t/as Frontier Australia ABN 38 654 387 256 of Suite 57, Jones Bay Wharf, Upper Deck, 26-32 Pirrama Road, Pyrmont NSW 2009 Email: hello@frontieraustralia.com.au Tel: XXXX (“We” or “Frontier Australia”).

2. TERM OF AGREEMENT

2.1 This contract will be deemed to have commenced on August 1st, 2026 (“**Commencement Date**”) and will continue for a period of twenty-one (21) months (the “**Initial Term**”). At the end of the Initial Term this agreement will continue until terminated by either party giving the other notice in writing of not less than 6 (six) months, the period from the Commencement Date to such termination being referred to as the “**Term**”.

3. FRONTIER AUSTRALIA SERVICE AGREEMENT

3.1 You appoint us exclusively to carry out and, and We agree to provide in the Australia region all TV broadcast and CTV (Broadcaster VOD, Subscription VOD and OTT) media planning and buying services for You (the “**Services**”) during the Term including:

- a) evaluating the suitability of media opportunities and preparing creative, production and media plans in relation to your proposed media activity;
- b) negotiating with media suppliers for and the purchase of media consistent with the agreed media plan and your general requirements;
- c) providing You details of delivery dates and addresses of media booked by us;
- d) providing You a regular analysis of the performance of the media booked by us; and
- e) providing You a regular analysis of competitive activity.

4. TV TAKEOFF SERVICES

4.1 We as part of the TV TakeOff Australia Competition, will act as an exclusive media planning and buying service to provide You with

- a) creative design and production services to the value of A\$50,000 and

b) a media (TV) spend to the value of \$200,000.

(together the "TV TakeOff Services")

4.2 In respect of the TV TakeOff Services We will consult in good faith with You as to the nature and identity of the creative and production plan and the media spend, but in the case You and We do not agree on any issue, our decision will be final.

4.3 The TV TakeOff Services must be utilised within six (6) months of the Commencement Date (the **TV TakeOff Period**).

5. POST TV TAKEOFF REMUNERATION

5.1 After the TV TakeOff Period (or sooner when the TV TakeOff Services have been fully utilised), We will be entitled to remuneration for providing our Services equal to ten per cent (10%) of the gross cost of your media expenditure on advertising placed by us (the gross cost thereof being the amount charged to us by the media supplier after deducting

a) GST and

b) those discounts negotiated by us with that supplier on your behalf in respect of your advertising, but before the deduction of agency commission).

5.2 Any further services other than those listed in clause 3.1 above will be remunerated by separate agreement between You and Us.

6 PAYMENT TERMS

6.1 It is our policy embracing standard industry terms to credit insure all media liabilities committed to you. In the event of our credit insurers not providing cover on your business We will require payment in advance before We commit booking confirmation to the media owner. To further clarify this will be required if You would like to use our services (other than TV TakeOff Services) and therefore any further media spend will need to be covered by credit insurance or prepayment before media commitment.

6.2 Media will be invoiced on the last business day of each month, and payable 30 days from that date. When credit insurance is in place payment must be effected so that We are in receipt of cleared funds no later than thirty (30) days after the date of invoice.

6.3 If any amounts properly due to us is not paid within fifteen (15) days of the due date You will be liable for, We shall be entitled to claim, interest on the overdue amount from time to time at the rate of four percent (4%) per annum above the Cash Target Rate of the Reserve Bank of Australia applying as at the date of invoice, calculated on a daily basis, from the due date until the date that the payment is made in full.

7. INTELLECTUAL PROPERTY

7.1 We will retain full intellectual property rights including copyright in all works and other materials created by us as part of the Services, including the TV TakeOff Services. We may use any pictures, text or sound recordings that You send to us for the purpose of the Services to be provided to you. You will retain full copyright of any creative work and materials provided by You and used in the creative ideas and/or advertisements and grant us a licence to use such works which will be exclusive in respect of the TV TakeOff Services.

8. OTHER TERMS AND CONDITIONS

7.1 This letter, together with the attached Standard Terms and Conditions which are deemed incorporated, constitute the terms of your "Agreement" with Frontier Australia. Where there is an inconsistency between the terms of this letter and the terms of the Standard Terms and Conditions, the terms of this letter prevail to the extent of the inconsistency.

Please confirm your agreement by signing and returning the attached copy of this letter.

Yours faithfully,

Neil Hoar
Co-Managing Director
For and on behalf of Frontier Media & Marketing Sydney Pty Ltd.

I confirm that the above sets out the agreement between us

_____ (Signature of authorised signatory)

_____ (Name)

Authorised Signatory
for and on behalf of
XXX

Date: _____