



Voting Terms and Conditions

Eurovision - Australia Decides 2019 is an event produced by SBS and Blink TV, and comprises artists performing songs (**Event**), one of which will be chosen by a Jury and the Public to represent Australia at the Eurovision Song Contest 2019 (**ESC**) in Tel Aviv, Israel.

The Event comprises three live shows, one which will be broadcast live by SBS on Saturday 9 February 2019 from the Gold Coast, Australia (**the Program**).

The Voting Service enables voters to cast votes for the performance (song and artist) they want to represent Australia at the ESC 2019.

Voting will be available via SMS, to the number promoted by SBS prior to and during the Program.

As voters are bound by these Terms and Conditions, voters should read and fully understand them.

Blink TV, SBS, and Ansible Pty Ltd reserve the right to amend the Terms and Conditions at any time.

1. Use of the Voting Service constitutes agreement with these Terms and Conditions.
2. By casting a valid vote for Eurovision – Australia Decides voters will automatically be entered into the “Eurovision – Australia Decides – Win the Ultimate Trip to the Gold Coast!” competition. [The Terms of the competition can be found here.](#)
3. Voters agree to indemnify Blink TV, SBS, Ansible Pty Limited and its directors, officers, employees and agents against any damage, cost, claim or loss arising in whole or in part, as a result of a voter’s acts or omissions or a breach by a voter of these Terms and Conditions.
4. *Eligibility:* Voting is open to all residents of Australia. Voters under 18 years of age must have the prior consent of their parent or guardian and the phone account holder prior to casting a vote.
5. *Voting Period:* The Voting Service will be announced online and during the live Broadcast when votes may be validly cast. The Voting Service will be available from 01.00 AEDT on Saturday 9 February 2019 until 23:00 AEDT on Saturday 9 February 2019. (**Voting Period**)
6. The closing times of the Voting Period may vary and Voters should watch the Program on SBS for up to date voting times and details.
7. Under no circumstance will Blink TV or SBS or the Voting Service Provider accept any responsibility or liability for costs incurred or any other consequence as a result of a viewer casting a Vote prior to or after the voting line have been announced as opened and/or closed. This also includes, and is not limited to errors made as a result of time differences between time zones in Australia.
8. The time a vote is cast will, in each case, be the time the SMS Vote is received by the Voting Service Provider database and not at the time of transmission. Votes must be received during the Voting Period.

9. Any SMS Votes submitted and received by the Voting Service Provider's database after the specified voting period has closed will not be included in the vote tally for that period but will be charged \$0.55 cents (including GST).
10. *Public Vote and Jury Vote:* Votes cast by the public via the Voting Service during the Voting Period, together with votes cast by a Jury, will determine the song and artist which will represent Australia at ESC 2019.
11. Jury votes are based on the live show performance on Friday 8 February 2019 (**Jury Show**).
12. Public votes are based on the performances as they appear in the Program and also on video clips of the performances taken from the Jury Show which will be made available to view online prior to the Program.
13. Public votes and the Jury votes each account for 50% of the vote.
14. *Song ranking:* Public votes and Jury votes will each determine an overall ranking for each song performed. Points will be allocated to each song according to its rank, and the total points will then be combined to determine a final result.
15. *Tie-break:*
 - a) In the event two or more songs receive the same number of combined points, the song ranking will be determined by the number of votes cast by the public;
 - b) In the event two or more songs receive exactly the same number of public votes, then the song ranking will be determined by the song which received the most number of Jury Votes.

SMS VOTING MECHANICS

16. To cast a single SMS vote, voters must text the Song Number (as promoted in Program and online) which the voter would like to represent Australia at the ESC 2019 to **1991 3773** (Charge \$0.55 per SMS – Voting Service Provider Helpline 1300 851 419).
17. *Cost to vote:* Votes cast via SMS using the Voting Service, will be charged at \$0.55 cents (including GST) per vote.
18. *Maximum number of votes:* Voters will be allowed up to 20 SMS votes per mobile phone number. After 20 votes have been cast from any one mobile phone number, any more votes cast from that mobile phone number will not count but the mobile phone account will still be charged.
19. Voters must have Premium Services enabled on their phone to vote.
20. Each SMS vote will receive an acknowledgement confirming the vote has been received.
21. Voters under the age of 18 must have the permission of the mobile account holder and parent or guardian prior to sending a SMS vote.
22. At the close of the Voting Period, all Public and Jury votes will be totalled, points allocated and songs ranked to determine the winner.

GENERAL

23. Blink TV, SBS, and the Voting Service Provider reserve the right to keep all voting tallies confidential. No results other than what is required for the purpose of determining which song and artist will represent Australia at the ESC 2019 will be released to the public.

24. In order to provide a valid SMS Vote,
 - a) Voters must submit their vote via a mobile phone with a reply path.
 - b) The SMS message must have passed through a Telecommunications carrier's network to the Voting Service Provider's database.
 - c) Automated votes submitted via computer modems, programs or any other means other than a mobile phone as specified above will be deemed invalid.
 - d) If voters are unsure about access to Premium SMS Voting services, they are to check with their mobile telephone service provider.
25. SBS and Blink TV reserve the right in their sole discretion to disqualify or discount;
 - a) any votes over the 20 SMS vote limit from any one mobile phone number; or b) any votes however cast that (or individuals from voting, who), are ineligible, tamper with, or attempt to tamper with, the Voting Service and/or the voting process; or
 - c) any votes however cast which (or individuals from voting, who) corrupt or affect (or attempt to corrupt or affect) the administration security, fairness or integrity or proper conduct of a SMS Vote, the Voting Service and/or the voting process; or
 - d) any votes that BlinkTV or SBS considers to be manipulative, unrepresentative, disproportionate, obscene or offensive.
26. Voters acknowledge that SBS and Blink TV's decision in this matter is final and no correspondence will be entered into on this matter.
27. Voters acknowledge that any SMS Votes that are discounted, invalidated or disqualified in accordance with the provisions of these terms and conditions will still be charged at the advertised rate.
28. The charges for all SMS Votes will appear on the voter's mobile phone bill. All queries relating to mobile bills should be directed to voters' mobile carrier.
29. SMS voting is not a guaranteed delivery communication tool. SBS, Blink TV and the Service Provider cannot accept responsibility for any votes or messages not received, any reply message or for any failure or delay in the delivery of the message due to technical disruptions, network congestion, network failures or for any other reason. A vote is validated and included in the tally following receipt into the Voting Service Provider's database from the carriers.
30. If for any reason this Voting Service is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Voting Service Provider which corrupt or affect the administration security, fairness, integrity or proper conduct of this Voting Service, the Voting Service Provider reserves the right in its sole discretion to disqualify any individual who tampers with the Voting Service and/or process, take any action that may be available, and to cancel, terminate, modify or suspend the Voting Service.
31. The Voting Service Provider is Ansible Pty Ltd ACN 097 086 390 of Level 1, 16 Anster St, Adelaide SA 5000.
32. These terms are governed by the laws of New South Wales, Australia and each voter submits to the exclusive jurisdiction of the courts in that State.