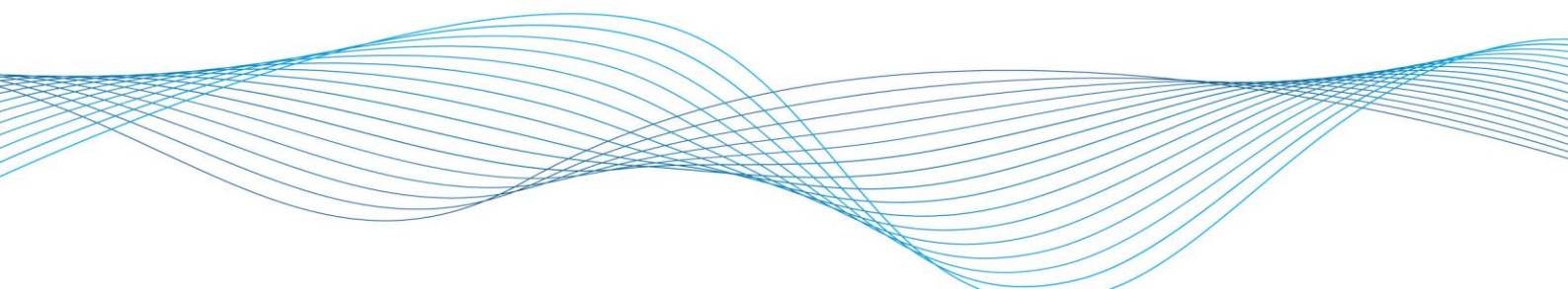




**Codes of Practice 2013**  
**Subscription Broadcast Television**



## SUBSCRIPTION BROADCAST TELEVISION CODES OF PRACTICE

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## 1. INTRODUCTION

### 1.1 Preamble

The Australian Subscription Television and Radio Association ('**ASTRA**') is the industry body representing, among others, companies allocated subscription television broadcasting licences ('**Licensees**') by the Australian Communications and Media Authority (the '**ACMA**') under Part 7 of the *Broadcasting Services Act 1992* (the '**Act**'). The majority of Licensee companies and suppliers of subscription television services are members of ASTRA.

These Codes are intended to apply to all Licensees in accordance with Section 123(1) of the Act and are registered by the ACMA in accordance with Section 123(4) of that Act.

Subscription (multi-channel) television broadcasting extends audience choice in terms of the range and diversity of entertainment and information programming. Subscription television services may be delivered by a number of technologies including: multipoint microwave distribution systems (MDS); broadcast direct by satellite to the home (DS or DTH); and broadband cable communications systems (CTV or Cable).

A major distinctive feature of subscription television is the direct contractual relationship between the service provider and the subscriber. This voluntary relationship between the provider of a retail service and a subscriber to that service provides subscribers with freedom of choice along with the capability and responsibility to select the programs they wish to receive. In this sense, Subscription TV is in the nature of an invited guest, brought into the home in the full and prior knowledge of the guest's character.

The Parliament intends that different levels of regulatory control be applied across the range of broadcasting services, datacasting services and internet services according to the degree of influence that different types of broadcasting services, datacasting services and internet services are able to exert in shaping community views in Australia (section 4(1) of the Act).

These Codes are designed to recognise the expectations of the audience about program and advertising content of particular channels at particular times especially as the audience is paying for the service.

Licensees will provide services in accordance with these Codes of Practice which are intended to provide clear and consistent information to enable consumers to make informed decisions about the nature of the programming they elect to receive.

Additionally, Licensees are committed to the protection of subscribers' interests in all aspects of their service provider-subscriber relationships. This will include issues relating to subscriber options, fault repair, subscriber privacy, credit management and billing, all of which are covered by the Codes.

Services whose reception is limited in some way, such as those services providing programs which appeal to a limited audience, are known as "narrowcasting" services. They are subject to separate Codes of Practice for that sector of the broadcasting industry administered by ASTRA. Licensees who provide both broadcasting and narrowcasting programming are subject to both sets of Codes of Practice.

Where a subscriber contracts to take a licensee's service by an agent of the licensee, rather than the licensee itself, these Codes will apply to the licensee.

### 1.2 Compliance with the Codes

Licensees undertake to comply fully with the Codes, but a failure to comply will not be a breach of the Codes if that failure was due to:

- (a) a reasonable mistake;
- (b) a reasonable reliance on information supplied by another person;
- (c) an act or default of another person, or an accident or some other cause beyond the

Licensee's control, and the Licensee took reasonable precautions and exercised due diligence to avoid the failure.

Where it is possible to remedy a failure to comply with the Codes resulting from one or more of those circumstances, Licensees must do so promptly.

Licensees and subscribers may seek the advice of the ACMA in relation to compliance with the Codes.

While individual Licensees and the Subscription TV industry are committed to implementing the Codes, compliance with the Codes is ultimately the responsibility of the Licensee under the Act.

In the unlikely event that a Licensee breaches the Codes, the Act enables the ACMA to take appropriate action, up to and including imposing a condition of licence requiring that the Licensee comply with the Code. Continued breach of a condition of licence can lead to the revocation of the licence.

### **1.3 Review and Amendment of the Codes**

ASTRA will monitor the operation of these Codes and review them every three years. Any review will be undertaken in full consultation with the public and representative organisations. If any substantive changes to the Codes are necessary such amendments will be made in consultation with the ACMA.

## **2. PROGRAM CODES**

These program codes have been adopted by Licensees to ensure the quality and reliability of services provided to subscribers, and to ensure a system of adequate prior knowledge on the part of subscribers as to the nature of programs being provided.

### **2.1 General Programs**

- (a) Licensees will not broadcast any program which is likely in all the circumstances to provoke or perpetuate intense dislike, serious contempt or severe ridicule against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference.
- (b) Licensees will not broadcast a program which is likely in all the circumstances to seriously offend the cultural sensitivity of Aboriginal or Torres Strait Islander people or culturally and linguistically diverse communities in Australia.
- (c) Licensees will not broadcast programs that:
  - simulate news or events in a way that misleads or alarms the audience;
  - depict the actual process of putting a person into a hypnotic state; or
  - use or involve the process known as "subliminal perception" or any other technique that attempts to convey information to the audience by broadcasting messages below or near the threshold of normal awareness.
- (d) Licensees will not broadcast programs that are designed to induce a hypnotic state in the audience.
- (e) Licensees will not breach clause 2.1 (a), (b) or (c) of these Codes if a program includes matter said or done reasonably and in good faith:
  - in broadcasting an artistic work including comedy and satire;
  - in the course of any broadcast or statement, discussion or debate made or held for an academic, artistic or scientific purpose or any other identifiable public interest purpose;
  - in broadcasting a fair and accurate report of, or a fair comment on, any event or matter of

identifiable public interest.

## **2.2 News and Current Affairs Programs**

- (a) News and current affairs programs, including news updates, broadcast by Licensees must:
  - (i) present news accurately, fairly and impartially;
  - (ii) clearly distinguish the reporting of factual material from commentary, analysis or simulations;
  - (iii) not simulate news or events in a way that misleads or alarms the audience.
- (b) In broadcasting news and current affairs programs to the extent practicable Licensees:
  - (i) must not present material in a manner which creates public panic;
  - (ii) must include only sparingly material likely to cause some distress to a substantial number of viewers;
  - (iii) must exercise sensitivity in broadcasting images of, or interviews with, bereaved relatives and survivors or witnesses of traumatic incidents;
  - (iv) will take all reasonable efforts to provide warnings when there are identifiable public interest reasons for broadcasting material which may seriously distress or seriously offend a substantial number of viewers;
  - (v) will only broadcast reports of suicide or attempted suicide where there is an identifiable public interest to do so and will exclude any detailed description of the method used and any graphic details and will not glamourise suicide in any way; and
  - (vi) will make reasonable efforts to correct significant errors of fact at the earliest opportunity.
- (c) In broadcasting news and current affairs programs Licensees must not use material relating to a person's personal or private affairs, or which invades an individual's privacy, other than where there are identifiable public interest reasons for the material to be broadcast.

*Note: The question of intrusion into private domains, such as bereavement or personal tragedy, is one of real difficulty for all providers of news and current affairs programs. It is a matter of balance between what should be reported in the interests of the general public and what, if reported, would cause an individual or group of individuals unnecessary anguish. It is noted that the ACMA has published advisory Privacy Guidelines for Broadcasters available on the ACMA website at [www.acma.gov.au](http://www.acma.gov.au).*

## **2.3 Program Promotions and News Updates**

Licensees will have particular regard to the need to protect children from unsuitable material in program promotions, news updates and news promotions.

The content of program promotions, news updates and news promotions will be consistent with the classification of the programs (if classified) during which updates or promotions appear and will, where practicable, include classification information about the programs being promoted, (see Part 3 of these Codes).

Program promotions, station promotions and advertisements must be readily distinguishable from program material.

## **2.4 Closed Captioning**

ASTRA members take very seriously their obligations and responsibilities under the various legislative requirements relating to the delivery of their services to the Australian community.

Where closed captioning programming is made available it will be clearly identified with program schedule information provided to media and in program guides.

## **2.5 Disabling Device**

A feature of the technology available to Subscription Television subscribers is the Disabling Device which enables subscribers to block certain levels of classified material or in some instances entirely block out the channel.

Where a subscriber accesses free to air channels through domestic reception equipment supplied by a Licensee via a digital tuner in the domestic reception equipment (and not as part of the Licensee's service), the Disabling Device will enable subscribers to block material based on the material's classification on the electronic program guide for those free to air channels.

Where appropriate the Licensee will promote the use of the Disabling Device or other similar technology.

Licensees will ensure that information on the operation of such disabling devices will be provided to subscribers on installation.

## **3. PROGRAM CLASSIFICATION CODE**

Licensees will classify films and drama programs (and from the date that is one year after the Codes are registered by the ACMA, documentaries and reality television programs) applying the program classification system contained in the Guidelines for the Classification of Films ('**Guidelines**') which appear below (relevant extract - The Categories). Classifications, together with appropriate consumer advice, will be provided to ensure adequate warning regarding program content as set out in clauses 3.3 and 3.4.

Licensees will use their best endeavours to ensure that, where other programs are classified they will carry only classification symbols (identified below in the Classification Categories). This classification will have particular regard to the protection of children and will take into account relevant aspects of the Guidelines.

For the avoidance of doubt, clauses 3.1 and 3.3 do not apply in respect of documentaries and reality programs until the date that is one year after the Codes are registered by the ACMA.

### **3.1 Program Classifications**

Licensees will apply relevant aspects of the Guidelines to all films, drama programs, documentaries and reality television programs. The full text of the Guidelines can be found at Attachment B to these Codes.

The Guidelines are a tool for classifying films, drama programs, documentaries and reality television programs. They help explain the different classification categories, and the scope and limits of material suitable for each category.

Classification decisions are to give effect, as far as possible, to the following principles:

- (a) adults should be able to read, hear and see what they want;
- (b) minors should be protected from material likely to harm or disturb them;
- (c) everyone should be protected from exposure to unsolicited material that they find offensive;
- (d) the need to take into account community concerns about:
  - (i) depictions that condone or incite violence, particularly sexual violence; and
  - (ii) the portrayal of persons in a demeaning manner.

#### **Classification categories**

*Note: Some of the terms used in these categories are defined in the Guidelines attached.*

## **G General**



### **Impact test**

The impact of the classifiable elements for material classified G should be very mild only.

*Note: The G classification is for a general audience. However, it does not necessarily indicate that children will enjoy the film or computer game. Some G films and games contain themes, story-lines or game play that do not interest children.*

### **Classifiable elements**

#### **THEMES**

The treatment of themes should have a very low sense of threat or menace, and be justified by context.

#### **VIOLENCE**

Violence should have only a low sense of threat or menace, and be justified by context.

Sexual violence is not permitted.

#### **SEX**

Sexual activity should be very mild and very discreetly implied, and be justified by context.

#### **LANGUAGE**

Coarse language should be very mild and infrequent, and be justified by context.

#### **DRUG USE**

Drug use should be implied only very discreetly, and be justified by context.

#### **NUDITY**

Nudity should be justified by context.

## **PG Parental Guidance**



### **Impact test**

The impact of the classifiable elements for material classified PG should be no higher than mild.

*Note: Material classified PG may contain material which some children find confusing or upsetting, and may require the guidance of parents or guardians. It is not recommended for viewing by persons under 15 without guidance from parents or guardians.*

### **Classifiable elements**

#### **THEMES**

The treatment of themes should generally have a low sense of threat or menace and be justified by context.

**VIOLENCE**

Violence should be mild and infrequent, and be justified by context.

Sexual violence is not permitted.

**SEX**

Sexual activity should be mild and discreetly implied, and be justified by context.

**LANGUAGE**

Coarse language should be mild and infrequent, and be justified by context.

**DRUG USE**

Drug use should be justified by context.

**NUDITY**

Nudity should be justified by context.

**M Mature**



*Impact test*

The impact of the classifiable elements for material classified M should be no higher than moderate.

*Note: Material classified M is not recommended for persons under 15 years of age. There are no legal restrictions on access.*

*Classifiable elements*

**THEMES**

The treatment of themes may have a moderate sense of threat or menace, if justified by context.

**VIOLENCE**

Moderate violence is permitted, if justified by context.

Sexual violence should be very limited and justified by context.

**SEX**

Sexual activity should be discreetly implied, if justified by context.

**LANGUAGE**

Coarse language may be used.

Aggressive or strong coarse language should be infrequent and justified by context.

**DRUG USE**

Drug use should be justified by context.

**NUDITY**

Nudity should be justified by context.



## **MA15+ Mature Accompanied**



### **Impact test**

The impact of material classified MA15+ should be no higher than strong.

*Note: Material classified MA15+ is considered unsuitable for persons under 15 years of age. It is a legally restricted category.*

### **Classifiable elements**

#### **THEMES**

The treatment of strong themes should be justified by context.

#### **VIOLENCE**

Violence should be justified by context.

Sexual violence may be implied, if justified by context.

#### **SEX**

Sexual activity may be implied.

#### **LANGUAGE**

Strong coarse language may be used.

Aggressive or very strong coarse language should be infrequent.

#### **DRUG USE**

Drug use should be justified by context.

#### **NUDITY**

Nudity should be justified by context.

## **R18+ Restricted**



### **Impact test**

The impact of material classified R 18+ should not exceed high.

*Note: This classification category applies only to films. Material classified R18+ is legally restricted to adults. Some material classified R18+ may be offensive to sections of the adult community.*

### **Classifiable elements**

#### **THEMES**

There are virtually no restrictions on the treatment of themes.

## **VIOLENCE**

Violence is permitted.

Sexual violence may be implied, if justified by context.

## **SEX**

Sexual activity may be realistically simulated. The general rule is “simulation, yes – the real thing, no”.

## **LANGUAGE**

There are virtually no restrictions on language.

## **DRUG USE**

Drug use is permitted.

## **NUDITY**

Nudity is permitted.

### **3.2 Programs not to be Broadcast**

Licensees will ensure that access to programs classified as "R18+", if and when permitted by Parliament, can be restricted by disabling devices acceptable to the ACMA.

*Note: It is a condition of licence that:*

*“X18+” classified programs and programs Refused Classification (‘RC’) by the Classification Board will not be broadcast by Licensees.*

*Programs classified as "R18+" will not be broadcast by Licensees until Parliament has approved the broadcast of such programs on subscription television.*

### **3.3 Television Classification Symbols**

For programs classified “PG” and above, the classification symbol (identified in the Classification categories above) for the film, drama program, documentary or reality television program being shown will be clearly displayed at the commencement of the program and the classification information will be included in program guides.

### **3.4 Consumer Advice**

For "M" and "MA15+" films and drama programs consumer advice concerning the reasons for a classification must be given at the commencement of a program. The advice will be in a style consistent with relevant aspects of the Guidelines.

## **4. SUBSCRIBER CODE**

As the basis of all subscription television broadcasting is dependent on a direct contractual relationship between the supplier and the consumer, Licensees will inform prospective subscribers about the nature of the service they are subscribing to, including service options, prices and program content.

Licensees are conscious of the importance of being open and informative in their relationship with subscribers and the need to implement arrangements which ensure fairness in their dealings with subscribers. These considerations will be reflected in management processes, methods of billing, responsibility for fault repair, service costs, credit arrangements and subscriber privacy.

Licensees will express agreements with subscribers in "plain English".

### **4.1 Subscriber Options**

If a Licensee rents domestic reception equipment to a subscriber, the rental agreement must allow the subscriber to terminate the agreement on giving one month's written notice to the Licensee.

*Note: It is a requirement of the Act that Licensees must make available as an option, domestic*

reception equipment on a rental basis.

#### **4.2 Fault Repair**

Licensees will ensure a high quality service is available to subscribers. This includes timely response to reported service faults.

Subscribers should initially contact the Licensee with questions or disputes about Fault Repair. In the event that a subscriber is not satisfied with the outcome of discussions with the Licensee, the Licensee will advise subscribers to contact the relevant consumer advisory service of the state or territory in which the subscriber resides. A list of relevant consumer advisory services is attached to these Codes as Attachment A.

*Note: The viability of subscription television broadcasting is directly dependent on the level of customer service achieved, including ensuring the subscriber's service is always in full working order.*

#### **4.3 Credit Management and Billing**

Subscribers should initially contact the Licensee with questions or disputes about credit management and billing. In the event that a subscriber is not satisfied with the outcome of discussions with the Licensee, the Licensee will refer the subscriber to the relevant consumer advisory service of the state or territory in which the subscriber resides (see Attachment A).

#### **4.4 Review of Subscriber Code**

ASTRA will monitor subscriber response to credit management, billing, fault repair and servicing and give specific consideration to this area when Codes of Practice are being reviewed.

### **5. COMPLAINTS CODE**

This section applies to any matter covered by the Codes which is the subject of a complaint to a Licensee. Licensees will ensure that relevant staff are aware of the Codes and their provisions, the importance of handling customer complaints professionally and the procedures to be followed in doing so. Licensees will also take all reasonable measures to ensure that Channel Providers are aware of the complaints handling procedures of the Codes.

#### **5.1 Oral and Written Complaints**

A complaint in the first instance should be made to the Licensee. A complaint must adequately identify the matter complained of, the nature of the complaint, and the identity of the complainant.

- (a) Every effort will be made to deal with a telephone complaint during the course of the telephone call. If the complaint cannot be properly dealt with immediately Licensees will respond by telephone within the shortest possible period from initial receipt of the complaint.
- (b) In some circumstances complainants may be asked to put their complaint in writing (which may be made by email), for example, if it concerns a matter which is too complex to be dealt with in a telephone conversation. Licensees will respond to written complaints in writing (which may be via email) where possible within the shortest practicable period from the date of receipt of the complaint, but no longer than 60 days after receipt of the complaint. If the complainant has not received a response to a telephone or written complaint within 60 days of making the complaint, or considers the response to be inadequate, he or she may refer the complaint to the ACMA.
- (c) The Licensee will make every reasonable effort to resolve complaints except where a complaint is frivolous, vexatious or not made in good faith. The Licensee will respond to complainants in a courteous and comprehensive manner and deal with the substantive issues of the complaint.
- (d) If a Licensee receives a written complaint within 30 days of the date of broadcast, then the Licensee will use its best endeavours to ensure that a recording of the program is retained by

the Licensee until the matter is resolved.

Licensees will maintain a record of written complaints received and make a summary available to the ACMA annually or on written request.

## **5.2 Referral of Complaints to the ACMA**

With the exception of complaints under the Subscriber Code (Code 4), in responding to a written complaint Licensees will advise complainants that if he or she is not satisfied with the Licensee's response, the complaint may be referred to the ACMA.

(Note: see clauses 4.2 and 4.3 for referral of complaints under the Subscriber Code (Code 4)).

## **5.3 Publicising of Codes**

Licensees will publicise the availability of the ASTRA Codes of Practice at regular intervals in printed program guides and on-air, and will advise subscribers at the time of subscription via the subscription agreement or other alternative means that the Codes (including complaints procedures) are available. Copies of the Codes will be provided to the public on request. The Codes are also available on the ASTRA website [www.astra.org.au](http://www.astra.org.au).

# **6. ADVERTISING CODE**

## **6.1 Content of Advertising**

### **(a) *Adopting Other Codes***

Advertisements broadcast by Licensees must comply with any relevant Codes adopted by the Australian Association of National Advertisers, including the Code of Ethics, the Code for Advertising to Children and the Food and Beverages Advertising & Marketing Communications Code.

Licensees must ensure advertisements promoting goods or services defined in the:

- Weight Management Code of Practice;
- Therapeutic Goods Advertising Code; and
- Alcohol Beverages Advertising Code,

comply with those Codes.

If a subscriber is not satisfied with the outcome of discussions with the Licensee about a particular advertisement, the Licensee will advise subscribers to contact the Advertising Standards Bureau where appropriate.

### **(b) *Offensive Advertising***

Advertising shall not deliberately cause serious offense to the intended audience of the channel on which the advertisement is broadcast.

### **(c) *Dangerous Behaviour***

Advertising shall not promote illegal or unsafe road usage practices or encourage other similar, dangerous behaviour.

## **6.2 Classification of Advertisements**

All advertisements must be given an appropriate television classification based on the usual classification criteria.

### 6.3 Advertising Directed at Children

This code recognises that special care must be shown in the broadcast of advertisements on channels intended for consumption by children. This clause applies only to advertising broadcast within a block or blocks of programming aimed at children ('**Children's Advertising**'). Such advertisements must comply with the Australian Association of National Advertisers' Code for Advertising to Children, and the Food and Beverages Advertising & Marketing Communications Code.

- (a) No products or services may be advertised, or advertising styles deployed, that could place children in physical, mental or moral jeopardy. All Children's Advertising must be clearly distinguishable from the programming in which it appears.
- (b) Children's Advertising should not seek to exploit children's innate credulity, loyalty or sense of fair play.
- (c) Each channel that broadcasts Children's Advertising will develop and make available via the internet and on request its own code specifically addressing advertising directed at children.
- (d) Children's Advertising involving the use of premium rate telephone services will include the basic terms of any competition and information about the cost of the call in a form which children can reasonably understand.
- (e) For the purposes of this code, unless specifically stated, "children" means people younger than 14 years of age.

### 6.4 Approval of Advertisements

Where the Licensee is responsible for the production of any of the content of an advertisement to be carried it shall be responsible for ensuring that the advertisement complies with the requirements set out in clause 6.1 of this Code.

### 6.5 Scheduling of Advertisements

The Licensee must take into account the intellectual and emotional maturity of the intended audience of the channel when scheduling advertisements in the following categories:

- Advertising of Alcoholic Beverages
- Advertising relating to Betting or Gambling
- Advertising relating to intimate products such as condoms, sanitary napkins and tampons etc
- Advertising for films available at the cinema or on DVD or computer games, particularly those aimed at an adult audience
- Advertising relating to religion
- Advertising inviting responses via a premium phone service
- Advertising relating to merchandising particularly when scheduled within children's programming
- Advertising within a block or blocks of programming directed at children
- Advertising relating to competitions.

### 6.6 Betting Advertising in a Live Sporting Event

The subscription television industry has agreed with the Australian Government on provisions to reduce and control betting advertising including the promotion of betting odds in broadcasts of live sporting

events. Licensees must comply with the provisions relating to betting advertising including the promotion of betting odds in Appendix A.

## 7. DEFINITIONS

In these Codes:

"**ACMA**" is the Australian Communications and Media Authority.

"**advertising**" means any material which is broadcast by a Licensee for which the Licensee receives payment or other valuable consideration for broadcast in breaks within or between the programs or by visual and/or oral superimposition on a program which is undertaken by, or on behalf of, an advertiser and over which the advertiser has a reasonable degree of control, and that draws the attention of the public in a manner calculated to promote or oppose directly or indirectly a product, service, person, organisation or line of conduct, For the avoidance of doubt Advertising does not include on-air station ID's, promotional spots or image campaigns for the individual channel nor does it include community service announcements or advertisements on behalf of election authorities.

"**broadcasting service**" means a service that delivers television programs or radio programs to persons having equipment appropriate for receiving that service, whether the delivery uses the radiofrequency spectrum, cable, optical fibre, satellite or any other means or a combination of those means, but does not include:

- (a) a service (including a teletext service) that provides no more than data, or no more than text (with or without associated still images); or
- (b) a service that makes programs available on demand on a point-to-point basis, including a dial-up service; or
- (c) a service, or a class of services, that the Minister determines, by notice in the *Gazette*, not to fall within this definition.

"**Channel Provider**" means an entity which provides an entire channel of programming to a Licensee in return for payment or other valuable consideration.

"**closed captioning**" means the subtitling of programs for the deaf and hearing impaired, accessible through a digital set top box or Teletext-capable receiver.

"**Codes**" are rules, developed and endorsed by the subscription television broadcasting industry, formulated to reflect community standards in program content and presentation, and to ensure fair dealing with customers with regard to billing, fault repair, privacy and credit management.

"**consumer advice**" is a printed or spoken notification explaining why a program is classified as "M" or "MA15+" (or, when permitted, "R18+"), indicating the presence and level of violence, explicit sex scenes and/or language in the program.

"**domestic reception equipment**" means all equipment supplied by the Licensee, including both hardware and software, that is necessary to receive the service for home consumption by a subscriber. This includes the device that is used to descramble electromagnetic signals to allow programs to be displayed, for example, on a conventional television set used by the subscriber.

"**disabling device**" is a device which allows consumers to disable reception of a particular program or channel by the domestic reception equipment.

"**drama program**" means:

- (a) a program that has a fully scripted screenplay in which the dramatic elements of character, theme and plot are introduced and developed to form a narrative structure; or
- (b) a program that has:
  - (i) a partially scripted screenplay in which the dramatic elements of character, theme and plot are introduced and developed to form a narrative structure; and
  - (ii) actors delivering improvised dialogue that is based on a script outline or outlines developed by a writer or writers; or
- (c) a program that has actors delivering improvised dialogue that is based on a script outline or outlines:

- (i) developed by a writer or writers; and
- (ii) in which the dramatic elements of character, theme and plot are introduced and developed to form a narrative structure;

and includes:

- (d) a fully scripted sketch comedy program; or
- (e) an animated drama; or
- (f) a dramatised documentary;

but does not include:

- (g) a program that involves the incidental use of actors; or
- (h) advertising or sponsorship matter (whether or not of a commercial kind).

**"Licensee"** means a holder of a subscription television broadcasting licence allocated by the ACMA under the Act.

**"licence"** means a licence allocated by the ACMA under the Act.

**"news and current affairs programs"** means programs which report on current or recent happenings and include short bulletins, filmed coverage of international, national and local events, report on weather and essential services.

**"personal information"** has the same meaning as in the *Privacy Act 1988* (Cth).

**"program"**, in relation to a broadcasting service, means:

- (a) matter the primary purpose of which is to entertain, to educate or to inform an audience; or
- (b) advertising or sponsorship matter, whether or not of a commercial kind.

**"program guide"**, unless otherwise specified refers to a Licensee's printed or electronic program guides.

**"program promotions"** are announcements and previews advertising scheduled programs.

**"subscriber"** means a person that enters into an agreement with a subscription television broadcaster to receive a subscription television broadcast service.

**"subscription broadcasting service"** is a broadcasting service that:

- (a) provides programs that, when considered in the context of the service being provided, appears to be intended to appeal to the general public; and
- (b) is made available to the general public but only on payment of subscription fees (whether periodical or otherwise); and
- (c) complies with any determinations or clarifications under section 19 of the Act in relation to subscription broadcasting services.

**"subscription fee"** means any form of consideration given or requested in exchange for the reception of programs.

**"subscription television broadcast services"** are subscription broadcasting services that provide television programs to subscribers.

## APPENDIX A: BETTING ADVERTISING IN A LIVE SPORTING EVENT

- (1) During a Live Sporting Event, a Licensee must not broadcast:
- (a) a Promotion of Betting Odds during Play, during Scheduled Breaks in Play, or during Unscheduled Breaks in Play; or
  - (b) Betting Advertising during Play.
- (2) A Licensee must not broadcast a Promotion of Betting Odds by a Commentator of a Live Sporting Event:
- (a) within 30 minutes before the commencement of Play; and
  - (b) within 30 minutes after the conclusion of Play.
- (3) Without limiting clause 4, Clause 2 does not prevent the Promotion of Betting Odds other than by a Commentator (including spot commercials and paid, clearly identified sponsorship segments presented by person(s) other than Commentator(s)) before Play has commenced or after Play has concluded.
- (4) Clauses 1(a) and 2 do not prevent the Promotion of Betting Odds other than by a Commentator (including spot commercials and paid, clearly identified sponsorship segments presented by person(s) other than Commentator(s)) during a Long Form Live Sporting Event:
- (a) before Play has commenced; and
  - (b) during Play, as part of a distinct break of at least 90 seconds and in accordance with the rules set out below for each Long Form Live Sporting Event:

|                                     |  |
|-------------------------------------|--|
| Tennis                              | Not more than once per Session.<br>To be placed between matches where the broadcast moves from one match to another.   |
| Golf                                | Not more than once on each day of competition.   |
| Formula 1, Moto GP and V8 Supercars | Not more than once on each day of competition.<br>To be placed no later than the end of the warm-up lap for V8 Supercars Championship Series Race, or the relevant feature race. |
| Cricket                             | Not more than once on each day of competition.<br>To be placed between Sessions.   |
| Olympic and Commonwealth Games      | Not more than once every 3 hours on each day of competition.   |

provided that the Promotion of Betting Odds is not for a race, match or game that has already commenced; and

- (c) after Play has concluded.
- (5) For a Long Form Live Sporting Event (other than tennis) which lasts for more than 1 day, Play commences 5 minutes before the broadcast coverage of the run of play or active progress of competition for that day commences, and concludes 5 minutes after the broadcast coverage of the run of play or active progress of competition for that day concludes. Play does not include periods of analysis, re-play footage or discussion that occur before and after the coverage of the run of play or active progress of the event for each day.
- (6) Clause 1(b) does not prevent the broadcast of Betting Advertisements:
- (a) before Play has commenced;
  - (b) during Scheduled Breaks in Play;



- (c) during Unscheduled Breaks in Play; and
  - (d) after Play has concluded.
- (7) Clause 6 applies to each sporting event or game in a tournament for a single sport (such as the Rugby World Cup) or a Long Form Sporting Event (such as the Australian Open Tennis) as if each sporting event or game was broadcast on an individual match basis.
- (8) During a Live Sporting Event, representatives of gambling or betting organisations must be clearly identifiable as such and must not appear as part, or as a guest, of the commentary team at any time.
- (9) During a Live Sporting Event, representatives of gambling or betting organisations:
- (a) undertaking a Promotion of Betting Odds; or
  - (b) appearing in a Betting Advertisement,
- must not be at or around, or appear to be at or around, the sports venue where the event which is the subject of the Live Sporting Event is taking place.
- (10) Promotions of Betting Odds and Betting Advertisements during a Live Sporting Event must be:
- (a) socially responsible; and
  - (b) accompanied by a responsible gambling message.
- (11) Promotions of Betting Odds and Betting Advertisements during a Live Sporting Event must not:
- (a) mislead or deceive the audience;
  - (b) be directed at children;
  - (c) portray children as participating in betting or gambling;
  - (d) portray betting or gambling as a family activity;
  - (e) make exaggerated claims;
  - (f) promote betting or gambling as a way to success or achievement; or
  - (g) associate betting or gambling with alcohol.
- (12) This Appendix does not apply to a Live Sporting Event of horse racing, harness racing or greyhound racing.
- (13) This Appendix does not apply to a service that is delivered by a Licensee:
- (a) on a pay-per-view basis; or
  - (b) as an alternative subsidiary service associated with a Live Sporting Event that is accessed through an active choice by the viewer (for example, by using a button on a remote control to select data relating to Betting Odds on a particular event).
- (14) It will not be a breach of this Appendix if:
- (a) a failure to comply arises from a Live Sporting Event originating from outside Australia; and
  - (b) the Licensee has not added the Promotion of Betting Odds or Betting Advertisement; and
  - (c) the Licensee does not receive any direct or indirect benefit for the Promotion of Betting Odds or the broadcast of the Betting Advertisement in addition to any direct or indirect benefit received from broadcasting the event; and

- (d) it is not reasonably practicable for the Licensee to remove the Promotion of Betting Odds or Betting Advertisement.

(15) In this Appendix:

**“Accidental”** means an unscripted and unplanned reference (including remarks by a Commentator) for which the Licensee does not receive any direct or indirect benefit (whether financial or not, and in addition to any direct or indirect benefit that the Licensee receives for broadcasting the Live Sporting Event).

**“Betting Advertisement”** means, an advertisement by, or a distinct promotional reference for, a gambling or betting organisation during a Live Sporting Event, and includes any writing, still or moving pictures, signs, symbols or other visual images or any audible message(s) (or any combination of those things) that provides generic information about the organisation’s brand, business or services. A Betting Advertisement does not include an advertisement or a reference:

- (a) relating to such things as Government lotteries, lotto, keno or contests;
- (b) relating to entertainment or dining facilities at places where betting or gambling take place, or a tourism commercial which incidentally depicts betting or gambling, provided in each case that the contents do not draw attention to betting or gambling in a manner calculated to directly promote their use; or
- (c) that is Accidental; or
- (d) that is an Incidental Accompaniment.

**“Betting Odds”** means comparative, generally monetary, odds offered in respect of a game or event for a bet on the chance of any occurrence or outcome within that particular game or event, or the overall outcome of the game or event. For the avoidance of doubt, **Betting Odds** includes comparative odds for horse, harness and greyhound racing.

**“Commentator”** means a person who is a host, guest or otherwise participating in a Live Sporting Event and includes a person calling, or providing analysis on the sporting event or game, but does not include discrete or distinguishable contributors, including clearly identified representatives of gambling or betting organisations.

**“Incidental Accompaniment”** means a reference or other material which occurs or is included in the normal course of broadcasting a Live Sporting Event for which the Licensee does not receive any direct or indirect benefit (whether financial or not, and in addition to any direct or indirect benefit that the Licensee receives for broadcasting the Live Sporting Event) and includes:

- the name of a sporting venue;
- a player’s or official’s uniform; or
- advertising or signage at the venue of the event which is the subject of the Live Sporting Event, for example, on a field barrier, big screen or scoreboard.

**“Live Sporting Event”** means a live-to-air broadcast of a sports event. A Live Sporting Event does not include broadcasts of programs that contain only analysis, award presentations or information.

**“Long Form Live Sporting Events”** include:

- sporting events of extended duration, such as golf, cricket (excluding 20/20 cricket) and motor sports events;
- tournaments for single sports that involve concurrent games or matches, such as tennis championships; and
- multi-sport events, such as the Olympic and Commonwealth Games.

**“Play”** means the period of the actual run of play or active progress of the sporting event or game which is the subject of the Live Sporting Event. It commences at the time the players enter the area of play directly before the start of the event or game and concludes at the time the players leave the area of play following the end of the event or game. It includes *ad hoc* unscheduled breaks such as:

- stoppages for injuries;
- stoppages for adjudication by third or TV umpires/referees; and
- time outs and substitutions in games such as basketball.

For the avoidance of doubt, **Play** does not include:

- periods of training or warm-up in the area of play before a sporting event or game where players or participants subsequently return to the dressing rooms or sheds before formally re-entering the area of play;
- in relation to tennis, any period prior to the first coin toss for a Session or any period commencing 5 minutes after the broadcast coverage of the run of play or active progress for each Session concludes.

**“Promotion of Betting Odds”** means a distinct promotional reference that provides Betting Odds and includes any writing, still or moving pictures, signs, symbols or other visual images, or any audible message(s) (or any combination of those things). A Promotion of Betting Odds includes superimposed text and graphics such as banner advertisements and sponsorship logos but does not include a reference or material that is:

- Accidental; or
- An Incidental Accompaniment.

**“Scheduled Break in Play”** means stoppages in a sporting event or game that is the subject of a Live Sporting Event. A Scheduled Break in Play will differ depending on the sporting event or game that is the subject of the broadcast, for example:

| Sport  | Scheduled Break  |
|--|--|
| Test Cricket   | <ul style="list-style-type: none"> <li>• Between each Session (ie., lunch break and tea break)</li> <li>• Drinks break</li> <li>• Change of innings</li> </ul>   |
| One Day International Cricket                                | <ul style="list-style-type: none"> <li>• Between each Session / Change of innings</li> <li>• Drinks break</li> </ul>   |
| T20 Cricket  | <ul style="list-style-type: none"> <li>• Between each Session / Change of innings</li> </ul>   |
| Rugby League   | <ul style="list-style-type: none"> <li>• Half-time</li> <li>• Between full time and commencement of golden point</li> </ul>  |
| Rugby Union  | <ul style="list-style-type: none"> <li>• Half-time</li> </ul>  |
| Football (Soccer)  | <ul style="list-style-type: none"> <li>• Half-time</li> <li>• Between full time and extra time</li> </ul>  |
| AFL  | <ul style="list-style-type: none"> <li>• Quarter time</li> <li>• Half-time</li> <li>• Three-quarter time</li> </ul>  |
| Tennis   | <ul style="list-style-type: none"> <li>• Between each set</li> <li>• A distinct break of at least 90 seconds (including when during a Session the broadcast switches from one match still in Play to another match in Play at the same time), such break to occur not more than once every hour</li> </ul> |
| Basketball   | <ul style="list-style-type: none"> <li>• Quarter time</li> <li>• Half-time</li> <li>• Three-quarter time</li> <li>• Between full time and overtime</li> </ul>  |
| Netball  | <ul style="list-style-type: none"> <li>• Quarter time</li> <li>• Half-time</li> <li>• Three-quarter time</li> </ul>  |
| Golf / V8 Supercars endurance races / Swimming Championships | <ul style="list-style-type: none"> <li>• A distinct break of at least 90 seconds, such break to occur not more than once every hour</li> </ul>   |

| Sport   | Scheduled Break  |
|---|--|
| Formula 1 / MotoGP / V8 Supercars non-endurance races | <ul style="list-style-type: none"> <li>• Between each practice round, qualifying round and race</li> </ul>   |
| Olympic Games & Commonwealth Games                    | <ul style="list-style-type: none"> <li>• Between each day, twilight and night session</li> <li>• A distinct break of at least 90 seconds (including when during a session the broadcast switches from one event still in Play to another event in Play at the same time), such break to occur not more than every 2 hours</li> </ul> |

This is not an exhaustive list and other sporting events or games may also contain a Scheduled Break in Play, as determined by the rules and regulations of that sport.

**“Session”** means:

- in relation to tennis, the day, twilight, or evening session of matches as scheduled by the organisers of the relevant tournament or competition; and
- in relation to test cricket, any of the three distinct sessions of a match that are divided by lunch and the tea break; and
- in relation to one-day cricket, an innings.

**“Unscheduled Break in Play”** means the period when Play is suspended or delayed due to rain or other unforeseen event, the participants have left or are yet to enter the area of play and the broadcast of replacement or stand-by programs has not commenced.

## **ATTACHMENT A: CONSUMER ADVISORY SERVICES**

In most instances, consumers will have rights under both federal and state or territory consumer protection legislation. The main source of federal consumer protection law is the *Competition and Consumer Act 2010* (CCA) which is administered by the Australian Competition and Consumer Commission (the ACCC).

The ACCC is unlikely to accept single consumer complaints relating to fault repair, credit or billing. If a person wishes to make a formal complaint about such issues it will usually be more appropriate for them to approach the relevant fair trading or consumer protection agency in their state or territory. Each state and territory has laws that regulate fair trading, consumer claims, credit management and contracts. While some agencies will provide advice over the telephone, in most instances, action will only be taken for written complaints.

If a matter cannot be resolved through direct contact with the business or by the intervention of a government agency, consumers can consider using an independent mediator or dispute resolution body, or pursuing the matter in the court system.

The collection, use, disclosure and storage of a subscriber's personal information is protected under the federal *Privacy Act 1988* (Cth). The Office of the Australian Information Commissioner investigates complaints from individuals about interferences with privacy under the Privacy Act.

## **STATE & TERRITORY GOVERNMENT AGENCIES**

### **Australian Capital Territory**

#### ACT Office of Regulatory Services

Website: <http://www.ors.act.gov.au>

Email: [ors@act.gov.au](mailto:ors@act.gov.au)

Phone: (02) 6207 3000

#### *Shopfront location:*

255 Canberra Avenue

Fyshwick ACT 2609

#### *Postal Address:*

GPO Box 158

CANBERRA CITY ACT 2601

### **New South Wales**

#### New South Wales Fair Trading

Website: <http://www.fairtrading.nsw.gov.au>

Phone: 13 32 20

#### *Head Office:*

1 Fitzwilliam Street

PARRAMATTA NSW 2150

#### *Postal Address:*

PO Box 972

PARRAMATTA 2124

## **Northern Territory**

### Northern Territory Consumer Affairs

Website: <http://www.nt.gov.au/justice/consaffairs>

Phone: (08) 8999 1999 or 1800 019 319

Email: [consumer@nt.gov.au](mailto:consumer@nt.gov.au)

#### *Darwin Street Address:*

1st Floor, The Met Building,  
13 Scaturchio St  
Casuarina

#### *Alice Springs Street Address:*

Level 1 Belvedere House  
Parsons Street  
Alice Springs

#### *Mailing Address:*

Department of Justice

PO Box 40946  
CASUARINA NT 0801

## **Queensland**

### Queensland Office of Fair Trading

Website: <http://www.fairtrading.qld.gov.au>

Phone: 13 74 68

#### *Street Address:*

Queensland Government Service Centre  
Upper Plaza Terrace  
33 Charlotte Street  
Brisbane QLD 4000

#### *Postal Address:*

GPO Box 3111

Brisbane QLD 4001

## **South Australia**

### Consumer and Business Services

Website: <http://www.ocba.sa.gov.au/>

Phone: 131 882

#### *Street Address:*

Chesser House  
91-97 Grenfell Street, ADELAIDE

*Postal Address:*  
GPO Box 1719  
ADELAIDE SA 5001

## **Tasmania**

### Consumer Affairs & Fair Trading

Website: <http://www.consumer.tas.gov.au/>  
Phone: 1300 65 44 99

*Head Office:*  
Level 3, 15 Murray St  
Hobart TAS 7000

*Postal Address:*  
GPO Box 1244  
Hobart TAS 7001

## **Victoria**

### Consumer Affairs Victoria

Website: <http://www.consumer.vic.gov.au/>  
Phone: 1300 55 81 81

*In person:*  
Victorian Consumer and Business Centre  
113 Exhibition Street  
MELBOURNE VIC 3000

*Postal Address:*  
GPO Box 123  
MELBOURNE VIC 3001

## **Western Australia**

### Consumer Protection WA

Website: <http://www.commerce.wa.gov.au/consumerprotection>  
Phone: 1300 30 40 54

*Street Address:*  
219 St Georges Terrace

PERTH WA 6000

*Postal Address:*  
Locked Bag 14  
Cloisters Square WA 6850

## **FEDERAL GOVERNMENT AGENCIES**

### **Australian Competition and Consumer Commission (ACCC)**

Website: <http://www.accc.gov.au>

The information line phone number is 1300 302 502.

TTY Service for people with hearing or speech difficulties: 1300 303 609.

#### Adelaide office

*Street address:*

Level 2  
19 Grenfell Street  
Adelaide SA 5000

*Postal address:*

GPO Box 922  
Adelaide SA 5001

Ph: (08) 8213 3444

Fax: (08) 8410 4155

#### Brisbane office

*Street address:*

Level 24  
400 George Street  
Brisbane Qld 4000

*Postal address:*

PO Box 12241  
George Street Post Shop  
Brisbane Qld 4003

Ph: (07) 3835 4666

Fax: (07) 3835 4653

#### Canberra office

*Street address:*

23 Marcus Clarke Street  
Canberra ACT 2601

*Postal address:*

GPO Box 3131  
Canberra ACT 2601  
Phone: (02) 6243 1111  
Fax: (02) 6243 1199

#### Darwin office

*Street address:*

Level 8 National Mutual Centre  
9-11 Cavenagh St  
DARWIN NT 0800



*Postal address:*  
GPO Box 3056  
DARWIN NT 0801

Ph: (08) 8946 9666  
Fax: (08) 8946 9600

Hobart office

*Street address:*  
3rd Floor, AMP Building  
86 Collins Street  
(Cnr Elizabeth & Collins Streets)  
Hobart Tas 7000

*Postal address:*  
GPO Box 1210  
Hobart Tas 7001

Ph: (03) 6215 9333  
Fax: (03) 6234 7796

Melbourne office

*Street address:*  
Level 35, The Tower  
360 Elizabeth Street  
Melbourne Central  
Melbourne Vic 3000

*Postal address:*  
GPO Box 520  
Melbourne Vic 3001

Ph: (03) 9290 1800  
Fax: (03) 9663 3699

Perth office

*Street address:*  
3rd floor, East Point Plaza  
233 Adelaide Terrace  
Perth WA 6000

*Postal address:*  
PO Box 6381  
East Perth WA 6892

Ph: (08) 9325 0600  
Fax: (08) 9325 5976

Sydney office

*Street address:*  
Level 20  
175 Pitt Street  
Sydney NSW 2000

*Postal address:*  
GPO Box 3648  
Sydney NSW 2001

Ph: (02) 9230 9133  
Fax: (02) 9223 1092

Townsville office

*Street address:*  
Level 6, Central Plaza  
370 Flinders Mall  
Townsville Qld 4810

*Postal address:*  
PO Box 2016  
Townsville Qld 4810

Ph: (07) 4729 2666  
Fax: (07) 4721 1538

**Office of the Australian Information Commissioner**

Website: <http://www.oaic.gov.au>  
Phone: 1300 363 992

*Postal Address:*  
GPO Box 5218  
Sydney NSW 2001