



**Codes of Practice 2013**  
**Subscription Narrowcast Television**



# **SUBSCRIPTION NARROWCAST TELEVISION CODES OF PRACTICE**

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## INTRODUCTION

### (A) PREAMBLE

1. The Australian Subscription Television and Radio Association Inc. (**'ASTRA'**) is the industry body representing those operating television narrowcasting services under class licences in accordance with the provisions of the Broadcasting Services Act 1992 (**the Act**).
2. Narrowcasting services provide a wide range of innovative services, catering to specialised interest. As these services have narrowly defined audiences and appeal, they come under a class licence regime, with lesser levels of regulation.
3. Sections 17 and 18 of the Act define narrowcasting services as broadcasting services whose reception is limited by:
  - being targeted to special interest groups;
  - intended only for limited locations;
  - provided during a limited period of time or to cover a special event;
  - because they provide programs of limited appeal;
  - or for some other reason.
4. Subscription narrowcasting services differ from open narrowcasting services in that they are made available only on payment of subscription fees.

### (B) GENERAL LICENCE CONDITIONS

1. As narrowcasters operate under class licences they are subject to the conditions provided under Part 7 Schedule 2 to the Act, which covers matters including:
  - a ban on tobacco advertising;
  - a requirement to comply with any applicable program standards determined by the Australian Communications and Media Authority (the **'ACMA'**);
  - a condition not to use the broadcasting service to commit an offence; and
  - requirements to comply with the Act in relation to broadcast of political and electoral material (including the requirement to keep records of material broadcast) and advertisements relating to medicines.

The relevant sections of Schedule 2 to the Act form Attachment C to these Codes.

2. In addition to the conditions above, narrowcasters are subject to the Broadcasting Services (Anti-terrorism Requirement for Subscription Narrowcasting Television Services) Standard 2011 which prohibits persons who provide a subscription narrowcasting television service from broadcasting programs that encourage people to join or finance terrorist organisations.
3. The purpose of the Codes is to establish specific obligations for narrowcasters within the co-regulatory framework, in relation to programming, handling of complaints, and where applicable, the classification and placement of programs and customer service.

### (C) REVIEW AND AMENDMENT OF CODES

These Codes will be reviewed 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.

#### **(D) PUBLICISING THE CODES**

Narrowcasters will publicise the availability of the ASTRA Codes of Practice at regular intervals in printed program guides and on-air. Subscription narrowcasters 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).

#### **(E) DEFINITIONS:**

In these Codes:

**“children”** means people younger than 14 years of age.

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

**“consumer advice”** is a printed or spoken notification explaining why a program is classified, for example, as ‘M’, ‘MA15+’ or R18+, indicating the presence and level of violence, explicit sex scenes and/or language in the program.

**“disabling device”** is a device which allows consumers to disable reception of a particular program or channel by 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).

**“narrowcaster”** means the person or organisation providing a narrowcast service as defined in the Act.

**“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 narrowcaster’s printed or electronic program

guide.

**“program promotions”** are announcements and previews advertising scheduled programs.

## **CODE NO. 1**

### **GENERAL GUIDELINES FOR PROGRAMMING**

- 1.1 The content of program material and advertisements delivered on narrowcast services will be consistent with standards acceptable to the relevant specific audiences involved.
- 1.2 Narrowcasters will present accurate and fair news and current affairs programs, and where practicable, will ensure that:
  - (a) factual material will be clearly distinguished from commentary, analysis or simulations; and
  - (b) news or events are not simulated in a way that misleads or alarms the audience.
- 1.3 In broadcasting news and current affairs programs narrowcasters 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.
- 1.4 Narrowcasters 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.
- 1.5 Narrowcasters will not broadcast a program which is likely in all the circumstances to seriously offend the cultural sensitivity of Aboriginal and Torres Strait Islander people or culturally and linguistically diverse communities in Australia.
- 1.6 Narrowcasters will not broadcast programs that:
  - (a) depict the actual process of putting a person into a hypnotic state; or
  - (b) are designed to induce a hypnotic state in the audience; or
  - (c) use the process known as "subliminal perception" or any other technique that attempts to convey information by broadcasting messages below or near the threshold of normal awareness.
- 1.7 Narrowcasters are subject to relevant Federal and State law when broadcasting interviews and television conversations.
- 1.8 A narrowcaster will not breach clause 1.2(b), 1.4, 1.5, 1.6(a) or 1.6(c) if a program includes matter said or done reasonably and in good faith:
  - (a) in broadcasting an artistic work including comedy and satire;
  - (b) 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;
  - (c) in broadcasting a fair report of, or a fair comment on, any event or matter of identifiable public interest.

1.9 Narrowcasters must seek to comply fully with all 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) reasonable reliance on information supplied by another person;
- (c) an act or failure to act of another person, or an accident or some other cause beyond the narrowcaster's control, provided that the narrowcaster took reasonable precautions and exercised due diligence to avoid the failure; or
- (d) an act or failure to act which, in all the circumstances, was clearly peripheral or incidental, and unlikely to offend or materially mislead viewers.

Where it is possible to remedy a failure to comply with the Codes, narrowcasters must do so promptly.

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

## **CODE NO. 2**

### **HANDLING COMPLAINTS**

- 2.1 In the first instance, complaints should be made to the narrowcaster.
- 2.2 Narrowcasters will make every reasonable effort to resolve complaints except where a complaint is clearly frivolous, vexatious or not made in good faith. Narrowcasters will respond to all complaints in a courteous and comprehensive manner and deal with the substantive issue of the complaint.
- 2.3 Reasonable effort will be made to deal with a telephone complaint during the course of the telephone call. If that is not possible, the complainant may be asked to make the complaint in writing (which may be made by email).
- 2.4 Written complaints will be acknowledged and answered 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.
- 2.5 With the exception of complaints under the Customer Service Code (Code 4), in responding to a written complaint narrowcasters will advise complainants that if they are not satisfied with the narrowcaster's response, the complaint may be referred to the ACMA.  
  
(Note: see clauses 4.3 and 4.4 for referral of complaints under the Customer Service Code (Code 4)).
- 2.6 Narrowcasters will maintain a record of written complaints received, and on written request make a summary available to the ACMA.



## CODE NO. 3

### CLASSIFICATION AND PLACEMENT OF PROGRAMMING

- 3.1 Television subscription narrowcasters 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 relevant aspects of the program classification system contained in the Guidelines for the Classification of Film ('**Guidelines**') which appear in Attachment A.

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

- 3.2 Written and spoken consumer advice on the reasons for program classification will be given at the commencement of film and drama programs in such cases where the program would be classified as M or higher under the Guidelines. Where the narrowcaster is broadcasting programs predominantly in a language other than English, the narrowcaster will, where practicable, ensure such consumer advice will be provided in the appropriate language.
- 3.3 For programs classified "PG" and above, the classification symbol (identified in Attachment A) 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 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.
- 3.5 Narrowcasters will use their best endeavours to ensure that, where other programs are classified they will carry only classification symbols identified in the Classification Categories in Attachment A. This classification will have particular regard to the protection of children and will take into account relevant aspects of the Guidelines.
- 3.6 Programs that are either classified X18 + or are refused classification (or which would be if presented for classification) will not be broadcast by television subscription narrowcasters.
- 3.7 Material classified R18+ will be restricted to access by those with appropriate disabling devices.
- 3.8 Narrowcasters will have particular regard to ensure the protection of children from harmful or distressing material in the selection and scheduling of programs, program promotions and advertisements.
- 3.9 A subscription narrowcaster will, where practicable, ensure that it does not broadcast any locally originated advertisement designed to put undue pressure on children to ask their parents or other people to purchase an advertised product or service, and that no advertisement may state or imply:
- (a) that a product or service makes children who own or enjoy it superior to their peers; or
  - (b) that a person who buys an advertised product or service for a child is more

generous than a person who does not.

- 3.10 Subscription narrowcasters will, where practicable, ensure that locally produced advertisements:
- (a) must accurately represent the advertised product or service;
  - (b) will not include ambiguous claims;
  - (c)
    - (i) in which children are depicted using products (including toys and games) must fairly represent the performance which a child of the age depicted can obtain from those products;
    - (ii) in which the size of the product is not clear in a live action advertisement it must be made clear by reference to something which a child can readily recognise;
  - (d) in which accessories (for example batteries, transformers or doll's clothes) are needed to operate or enjoy a product depicted in the advertisement:
    - (i) make this clearly understandable by children;
    - (ii) clearly differentiate between the price of the product and the price of any accessories;
  - (e) in which prices are mentioned, accurately present the prices in a way which can be clearly understood by children, and not minimise those prices by words such as 'only' or 'just';
  - (f) do not contain any misleading or incorrect information about the nutritional value of any food product.
- 3.11 Subscription narrowcasters will, where practicable, in a locally originated program ensure:
- (a) if competitions for children are referred to in a program or advertisements that a summary of the basic rules must be stated, and
  - (b) that any statement about the chance of winning is clear, fair and accurate.
- 3.12 Subscription narrowcasters will, where practicable, ensure that advertisements broadcast will be consistent with the relevant industry codes applicable to advertising, and:
- (a) broadcast advertisements appropriately in the light of current community attitudes and the need to limit exposure of children to material intended for adult viewing;
  - (b) subject television advertisements for products and services which are of particular concern or sensitivity to additional placement restrictions;
  - (c) reasonably restrict public health and safety messages;
  - (d) comply with the Federal and State law in respect of television advertisements.
- 3.13 Narrowcasters will comply with provisions relating to betting advertising including the promotion of betting odds in Appendix A.

## **CODE NO. 4**

### **CUSTOMER SERVICE**

- 4.1 Subscription narrowcasters will provide written agreements for subscribers which, in “plain language” clearly and accurately indicate:
- (a) the service(s) to be provided;
  - (b) the price of the service(s);
  - (c) contract period and termination provisions; and
  - (d) method of billing and credit management.

### **SUBSCRIBER PRIVACY**

- 4.2. Narrowcasters will comply with their obligations under the *Privacy Act 1988* (or any successor or replacement legislation) with respect to subscribers’ personal information.

### **FAULT REPAIR**

- 4.3 Subscribers should initially contact the narrowcaster with questions or disputes about fault repair. In the event that the subscriber is not satisfied with the outcome of discussions, the narrowcaster will advise the subscriber 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 B.

### **CREDIT MANAGEMENT AND BILLING**

- 4.4 Subscribers should initially contact the narrowcaster with questions or disputes about credit management and billing. In the event that a subscriber is not satisfied with the outcome of discussions, the narrowcaster will advise the subscriber 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 B.

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

### ***Betting Advertising during a Live Sporting Event***

- (1) From 5:00am to 8:30pm, a Licensee must not broadcast Betting Advertising during a Live Sporting Event:
  - a) from 5 minutes before the Scheduled Start of Play, where live-to-air coverage of Play commences no earlier than the Scheduled Start of Play;
  - b) in all other cases, five minutes before the broadcast of the first Program that includes the Live Sporting Event,  
until 5 minutes after the conclusion of live-to-air coverage of Play.
- (2) From 8.30pm to 5:00am, a Licensee must not broadcast Betting Advertising during Play in a Live Sporting Event but may broadcast Betting Advertising:
  - a) before Play has commenced;
  - b) during Scheduled Breaks in Play;
  - c) during Unscheduled Postponements in Play; and
  - d) after Play has concluded.

### ***Promotions of Betting Odds during a Live Sporting Event***

- (3) From 5:00am to 8.30pm, a Licensee must not broadcast a Promotion of Betting Odds during a Live Sporting Event:
  - a) from 5 minutes before the Scheduled Start of Play, where live-to-air coverage of Play commences no earlier than the Scheduled Start of Play;
  - b) in all other cases, five minutes before the broadcast of the first Program that includes the Live Sporting Event,  
until 5 minutes after the conclusion of live-to-air coverage of Play.
- (4) From 8.30pm to 5:00am, a Licensee must not broadcast a Promotion of Betting Odds during Play in a Live Sporting Event but may broadcast a Promotion of Betting Odds other than by a Commentator:
  - a) before Play has commenced or after Play has concluded; and
  - b) during Play in a Long Form Live Sporting Event, as part of a distinct break of at least 90 seconds, and in the Permitted Frequency, provided that the Promotion of Betting Odds is not for a race, match or game that has already commenced.

### ***Promotion of Betting Odds by a Commentator***

- (5) A Licensee must not broadcast a Promotion of Betting Odds by a Commentator of a Live Sporting Event any time:
  - a) from 30 minutes before the commencement of Play; and
  - b) until 30 minutes after the conclusion of Play.

### ***Representatives of gambling or betting organisations***

- (6) 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.
- (7) During a Live Sporting Event representatives of gambling or betting organisations:
  - a) undertaking a Promotion of Betting Odds; or
  - b) appearing in Betting Advertising,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.

### ***Content Safeguards***

- (8) Promotions of Betting Odds and Betting Advertising during a Live Sporting Event must be:
  - a) socially responsible; and
  - b) accompanied by a responsible gambling message.
- (9) Promotions of Betting Odds and Betting Advertising 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.

### ***Restrictions on Low Audience Share Channels***

- (10) Subject to clause (12), the restrictions in clauses (1) and (3) do not apply to the broadcast of a Live Sporting Event on a Low Audience Share Channel except in a broadcast of a Listed Event.
- (11) Subject to clause (12), clauses (2) and (4) apply to a Licensee in relation to the broadcast of a Live Sporting Event on a Low Audience Share Channel without any time of day restriction, except in the broadcast of a Listed Event.
- (12) Where a Licensee broadcasts a Listed Event on a Low Audience Share Channel, the Licensee must comply with the restrictions in clauses (1), (2), (3) and (4), as applicable to the time of day of the broadcast.
- (13) The Licensee must draw to the reasonable attention of prospective viewers of any Low Audience Share Channel that the restrictions in clauses (1) and (3) do not apply to that channel, including through notification:
  - a) on its website; and

- b) in any promotional material that includes the Licensee's pricing and packaging for any Low Audience Share Channel(s). For the avoidance of doubt, above the line advertising campaigns are not subject to this requirement.

***Exemptions from this Appendix***

- (14) This Appendix does not apply to a Live Sporting Event of horse racing, harness racing or greyhound racing.
- (15) The restrictions in clauses (1) and (3) do not apply to Exempt Programs broadcast during a Live Sporting Event from 5 minutes after the broadcast of the Live Sporting Event has been suspended until 5 minutes prior to the resumption of the broadcast of the Live Sporting Event.
- (16) This Appendix does not apply to a service that is delivered by a Licensee:
  - a) on a pay-per-view basis;
  - 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); or
  - c) as a Subscription Narrowcasting Service provided only to:
    - i. limited locations where children are not ordinarily present, including mining or military sites or commercial outlets connected with the racing or wagering industry and that is not available for private or domestic use;
    - ii. channels intended for adults-only audiences with technical age-gating access restrictions; or
    - iii. commercial premises that are licensed to serve alcohol or offer gambling (including wagering or gaming services) and that is not available for private or domestic use.
- (17) 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 Advertising; and
  - c) the Licensee does not receive any direct or indirect benefit for the Promotion of Betting Odds or the broadcast of the Betting Advertising in addition to any direct or indirect benefit received from broadcasting the Live Sporting Event; and
  - d) it is not reasonably practicable for the Licensee to remove the Promotion of Betting Odds or Betting Advertising.
- (18) Clauses (1)(b) and 3(b) of this Appendix will not be contravened in respect of any Promotion of Betting Odds or Betting Advertising broadcast during a Live Sporting Event in circumstances where:
  - a) the Live Sporting Event has a Scheduled Start of Play; and
  - b) Play commences at a different time to the Scheduled Start of Play; and

- c) the Licensee was only made aware less than one hour prior to the broadcast of the first Program that includes the Live Sporting Event, that the commencement of Play would be different to the scheduled start time for that event; and
- d) there would have been no contravention had Play commenced at or after the Scheduled Start of Play.

***Definitions and interpretation***

(19) In this Appendix, a reference to a time of day means AEST or AEDT (as applicable), unless:

- a) a Sports Channel or any Related Channel delivers addressable advertising, in which case the time zone that applies to that Sports Channel and any Related Channels is the time zone in which the viewer is located; or
- b) a Sports Channel or any Related Channel which is a Subscription Broadcasting Service or Subscription Narrowcasting Service broadcasts concurrently, or has broadcast concurrently, different content on that Subscription Broadcasting Service or Subscription Narrowcasting Service in different geographical areas, in which case the time zone that applies to that Sports Channel and any Related Channels is the time of the relevant geographical area. Where such an area observes different time zones, the time zone observed by the largest proportion of the population of the area will apply.

(20) The audience share of a Sports Channel for the purpose of classification as a Low Audience Share Channel will be determined as follows:

- a) by reference to 28 day consolidated OzTAM ratings information for full day averages in metropolitan areas (total individuals, total TV share for 5 city metro, consolidated 28 days, 02:00-25:59). For periods prior to April 2016, reference will be made to 7 day consolidated OzTAM ratings information for full day averages in metropolitan areas (total individuals, total TV share for 5 city metro, consolidated 7 days, 02:00-25:59);
- b) if OzTAM data is not available for a Sports Channel, to qualify as a Low Audience Share Channel the Licensee must provide other evidence that reasonably demonstrates the average viewership of the channel(s) is at or below a 0.5% share of the metropolitan broadcast television audience over the applicable period; and
- c) where the Sports Channel has a Related Channel, its audience share is taken to be the aggregated audience share for all Related Channels.

(21) 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).

**“AEST”** means Australian Eastern Standard Time (UTC+10:00).

**“AEDT”** means Australian Eastern Daylight Time (UTC+11:00).

**“Betting Advertising”** 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 comprises a distinct promotional reference to:

- a) a gambling or betting service; or
- b) a gambling or betting organisation (including generic information about a gambling or betting organisation’s brand, business or services).

Betting Advertising 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;
- 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.

**“Channel Provider”** means a person who:

- a) packages a channel (which may include programs produced by the person); and
- b) supplies the Licensee with the channel,

where, apart from any breaks for the purposes of the transmission of incidental matter, the channel is televised by the Licensee.

**“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.

**“Exempt Program”** means:

- a) a program that is not a Related Program of at least 30 minutes duration that is broadcast within a Scheduled Break in Play during a Live Sporting Event or planned suspension of coverage of a Live Sporting Event and is either:
  - i. listed in the Licensee’s EPG at least 24 hours prior to the broadcast of the Program; or
  - ii. published on the Licensee’s website at least 24 hours prior to broadcast of the Program and notified to providers of electronic program guides at least 24 hours prior to the broadcast of the Program; or



- b) a program that is not a Related Program of at least 30 minutes duration that is replacement programming within an Unscheduled Postponement in Play during a Live Sporting Event or due to changes in the broadcast schedule and is accompanied by an advice (e.g. a pull through or announcement) that alerts the viewer or listener that the Live Sporting Event will be suspended.

**“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:

- a) the name of a sporting venue;
- b) branding on a player’s or official’s uniform; or
- c) advertising or signage which is 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.

**“Listed Event”** means a Live Sporting Event that is included on the *Broadcasting Services (Events) Notice (No. 1) 2010* (as amended or replaced from time to time).

**“Live Sporting Event”** means a live-to-air broadcast of a sporting event that includes Play. A Live Sporting Event includes a Long Form Live Sporting Event.

Live-to-air includes:

- a) a delay of less than 90 minutes where broadcast as plausible live without reformatting; and
- b) replay material during Play and any Unscheduled Postponements in Play.

A Live Sporting Event does not include one or more live crosses to a Live Sporting Event from within a program that is not a Related Program, provided that:

- a) the live crosses collectively represent no more than an insubstantial part of the program; and
- b) the licensee does not promote, prior to the commencement of the program, that the program will or may contain live crosses; and
- c) the licensee does not promote any individual live cross more than 15 minutes before that live cross.

For the avoidance of doubt, a live cross as contemplated in this definition will not make the program a Related Program.

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

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

**“Low Audience Share Channel”** means a television Sports Channel that has an average share of the metropolitan broadcast television (free-to-air television and subscription television) audience of 0.5% or smaller over a period of the three previous consecutive financial years or, if a channel has operated for less than three financial years, over all full financial years of its operation.

Where a Low Audience Share Channel exceeds an average metropolitan broadcast television audience share of 0.5% over a period of the three previous consecutive financial years or over all full financial years of its operation (as applicable), the channel will cease to be a Low Audience Share Channel from 1 January of the following year.

Subject to the above, where, at the time of its commencement, a new channel:

- a) does not have any Related Channel, the new channel will be considered a Low Audience Share Channel for the period from its commencement until the end of the channel’s first full financial year of operation;
- b) has Related Channels and each Related Channel is a Low Audience Share Channel, the new channel will be considered a Low Audience Share Channel for the period from its commencement until the end of the channel’s first full financial year of operation; or
- c) has any Related Channel that is not a Low Audience Share Channel, the new channel will not be considered a Low Audience Share Channel for the period from its commencement until the end of the channel’s first full financial year of operation.

**“Permitted Frequency”** means, in respect of the following Long Form Live Sporting Events:

Tennis	Not more than once per Session. 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 Supercars	Not more than once on each day of competition. To be placed no later than the end of the warm-up lap for Supercars Championship Series Race, or the relevant feature race.
Cricket	Not more than once on each day of competition. To be placed between Sessions.
Olympic and Commonwealth Games	Not more than once every 3 hours on each day of

	competition.
Rugby Union Sevens, Rugby Union Tens and Rugby League Nines Tournaments (or other similar tournaments)	Between matches and not more than 4 times on each day of competition.
Other	Not more than once on each day of competition.

**“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 formal commencement of the relevant match, game, race or similar (e.g. first siren, whistle or at the commencement of active play as applicable) and concludes at the formal conclusion or abandonment of active play (e.g. final whistle, siren, or at the conclusion of active play) for the relevant match, game, race or similar. In respect of Long Form Live Sporting Events over multiple days and/or involving multiple concurrent events or games, Play commences at the commencement of the first match, game or race of each day and concludes at the conclusion of active play of each day.

Play includes *ad hoc* unscheduled breaks such as:

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

**“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, spot commercials and paid, clearly identified sponsorship segments presented by person(s) but does not include a reference or material that is:

- a) Accidental; or
- b) An Incidental Accompaniment.

**“Related Channels”** means two or more Sports Channels that are:

- a) co-branded; or
- b) provided to the Licensee by the same Channel Provider; or
- c) provided by the Licensee itself.

**“Related Program”** means a program that:

- a) is hosted or takes place at the venue of the Live Sporting Event; or
- b) contains commentary or analysis on the Live Sporting Event; or
- c) contains highlights or replay coverage of the Live Sporting Event; or
- d) involves or profiles participants in the Live Sporting Event.

A news or current affairs Program will not be a Related Program where the items in b), c) and/or d) form no more than an insubstantial part of the program as a whole.

**“Scheduled Break in Play”** means a stoppage 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> <li>• Between the conclusion of second innings and Super Overs</li> <li>• Between Super Overs</li> </ul>
Rugby League	<ul style="list-style-type: none"> <li>• Half-time</li> <li>• Between full time and commencement of extra time</li> </ul>
Rugby Union	<ul style="list-style-type: none"> <li>• Half-time</li> <li>• Between full time and commencement of extra time</li> </ul>
Football (Soccer)	<ul style="list-style-type: none"> <li>• Half-time</li> <li>• Between full time and extra time</li> <li>• Between extra time and the commencement of a penalty shoot-out</li> </ul>
AFL	<ul style="list-style-type: none"> <li>• Quarter time</li> <li>• Half-time</li> <li>• Three-quarter time</li> </ul>

Sport	Scheduled Break
	<ul style="list-style-type: none"> <li>Between full time and extra 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> <li>Between full time and overtime</li> </ul>
Golf / 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>
Formula 1 / MotoGP / Supercars non-endurance races	<ul style="list-style-type: none"> <li>Between each Session</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>
Rugby Union Sevens,	<ul style="list-style-type: none"> <li>Half-time</li> </ul>

Sport	Scheduled Break
Rugby Union Tens and Rugby League Nines Tournaments (or other similar tournaments)	<ul style="list-style-type: none"> <li>• Full time</li> <li>• Between each morning, afternoon and evening session</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.

**“Scheduled Start of Play”** means the scheduled commencement time of live-to-air coverage of Play as:

- a) listed in the Licensee’s EPG at least 24 hours prior to the broadcast of the Program; or
- b) published on the Licensee’s website at least 24 hours prior to broadcast of the Program and notified to providers of electronic program guides at least 24 hours prior to the broadcast of the Program.

**“Session”** means:

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

**“Sports Channel”** means a channel that broadcasts predominantly sports content or is marketed as a sports channel.

**“Subscription Broadcasting Service”** has the same meaning given in section 16 of the *Broadcasting Services Act 1992*.

**“Subscription Narrowcasting Service”** has the same meaning given in section 17 of the *Broadcasting Services Act 1992*.

**“Unscheduled Postponement in Play”** means the period when Play is postponed, suspended or delayed due to rain or other unforeseen event and the participants have left or are yet to enter the area of play.

### **Commencement**

(22) The commencement date of this Appendix is 30 March 2018.

## ATTACHMENT A: PROGRAM CLASSIFICATION CATEGORIES

### **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.

## **ATTACHMENT B: 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

## ATTACHMENT C: EXTRACTS FROM THE BROADCASTING SERVICES ACT

### Schedule 2—Standard conditions

#### Part 1—Interpretation

##### 1 Definitions

In this Schedule:

**Classification Board** means the Classification Board established by the *Classification (Publications, Films and Computer Games) Act 1995*.

**election** means an election to a Parliament or a local government authority of a State or Territory.

**election advertisement**, in relation to an election, means:

- (a) an advertisement:
  - (i) that contains election matter that relates to that election; and
  - (ii) in respect of the broadcasting of which the relevant licensee has received or is to receive, directly or indirectly, any money or other consideration; or
- (b) an announcement containing a statement to the effect that a program that is to be or has been broadcast is or was sponsored by a person or persons and indicating that the person is a candidate, or one or more of the persons is or are candidates, at the election; or
- (c) an announcement containing a statement to the effect that a program that is to be or has been broadcast is or was sponsored by a particular political party where a candidate at the election belongs to that party.

**election matter**, in relation to an election, means matter of any of the following kinds:

- (a) matter commenting on, or soliciting votes for, a candidate at the election;
- (b) matter commenting on, or advocating support of, a political party to which a candidate at the election belongs;
- (c) matter commenting on, stating or indicating any of the matters being submitted to the electors at the election or any part of the policy of a candidate at the election or of the political party to which a candidate at the election belongs;
- (d) matter referring to a meeting held or to be held in connection with the election.

**election period** means:

- (a) in relation to an election to the Legislative Council of Tasmania, or an ordinary election to the Legislative Assembly of the Australian Capital Territory—the period that starts 33 days before the polling day for the election and ends at the close of the poll on that day; and
- (b) in relation to any other election to a Parliament—the period that starts on:

- (i) the day on which the proposed polling day for the election is publicly announced; or
  - (ii) the day on which the writs for the election are issued;
- whichever happens first, and ends at the close of the poll on the polling day for the election; and
- (c) in relation to an election to a local government authority—the period that starts 33 days before the polling day for the election and ends at the close of the poll on that day; and
  - (d) in relation to a referendum whose voting day is the same as the polling day for an election to the Parliament of the Commonwealth—the election period in relation to that election; and
  - (e) in relation to any other referendum—the period that starts 33 days before the voting day for the referendum and ends at the close of voting on that day.

**person** includes a political party, a corporation and any other association (whether incorporated or unincorporated).

**political matter** means any political matter, including the policy launch of a political party.

**radiocommunications device** has the same meaning as in the *Radiocommunications Act 1992*.

**referendum** means the submission to the electors of a proposed law for the alteration of the Constitution, whether or not the proposal to make the submission has been announced.

**relevant period**, in relation to an election, means the period that commences at the end of the Wednesday before the polling day for the election and ends at the close of the poll on that polling day.

**required particulars**, in relation to a political matter that is broadcast, means:

- (a) if the broadcasting was authorised by a political party:
  - (i) the name of the political party; and
  - (ii) the town, city or suburb in which the principal office of the political party is situated; and
  - (iii) the name of the natural person responsible for giving effect to the authorisation; and
- (b) if the broadcasting of the political matter was authorised by a person other than a political party:
  - (i) the name of the person who authorised the broadcasting of the political matter; and
  - (ii) the town, city or suburb in which the person lives or, if the person is a corporation or association, in which the principal office of the person is situated; and
- (c) the name of every speaker who, either in person or by means of a sound recording device, delivers an address or makes a statement that forms part of that matter.

**required period**, in relation to the keeping of a record in relation to political matter, means:

- (a) subject to paragraph (b), the period of 6 weeks commencing on the day on which the matter was broadcast; or

- (b) if the matter relates to an election or referendum and was broadcast during the election period in relation to the election or referendum—the period commencing on the day on which the matter was broadcast and ending:
  - (i) at the end of the period referred to in paragraph (a); or
  - (ii) if that period ends before the end of the election period in relation to the election or referendum—the day on which that election period ends;or such longer period as the ACMA, before the end of that period, directs by notice in writing to the broadcaster concerned.

## **2 Interpretation—certain things do not amount to broadcasting of advertisements**

- (1) For the purposes of this Schedule (other than paragraphs 7(1)(a), 8(1)(a), 9(1)(a), 10(1)(a) and 11(1)(a)), a person is not taken to broadcast an advertisement if:
  - (a) the person broadcasts matter of an advertising character as an accidental or incidental accompaniment to the broadcasting of other matter; and
  - (b) the person does not receive payment or other valuable consideration for broadcasting the advertising matter.
- (2) For the purposes of this Schedule (other than paragraph 9(1)(a)), the broadcasting by a community broadcasting licensee of:
  - (a) community information material or community promotional material; or
  - (b) a sponsorship announcement that acknowledges financial support by a person of the licensee or of a program broadcast on a service provided under the licence, whether or not the announcement:
    - (i) specifies the name and address of, and a description of the general nature of any business or undertaking carried on by the person; or
    - (ii) promotes activities, events, products, services or programs of the person; or
  - (c) material that announces or promotes a service provided under the licence, including material (whether by way of the announcement or promotion of activities, events, products, services or otherwise) that is likely to induce public support, whether financially or otherwise, or to make use of, the service or services provided under the licence;is not taken to be the broadcasting of an advertisement.

## Part 2—Special conditions

### 3 Broadcasting of political or controversial material

- (1) In this clause, *broadcaster* means:
  - (a) a commercial television broadcasting licensee; or
  - (b) a commercial radio broadcasting licensee; or
  - (c) a community broadcasting licensee; or
  - (d) a subscription television broadcasting licensee; or
  - (e) a person providing broadcasting services under a class licence.
- (2) If, during an election period, a broadcaster broadcasts election matter, the broadcaster must give reasonable opportunities for the broadcasting of election matter to all political parties contesting the election, being parties which were represented in either House of the Parliament for which the election is to be held at the time of its last meeting before the election period.
- (3) This clause does not require a broadcaster to broadcast any matter free of charge.

### 3A Broadcasting of election advertisements

- (1) In this clause, *broadcaster* means:
  - (a) a commercial television broadcasting licensee; or
  - (b) a commercial radio broadcasting licensee; or
  - (c) a community broadcasting licensee; or
  - (d) a subscription television broadcasting licensee; or
  - (e) a person providing broadcasting services under a class licence.
- (2) If:
  - (a) a broadcaster has a licence that has a licence area; and
  - (b) an election to a Parliament is to be held; and
  - (c) the licence area overlaps, contains or is contained in the area of Australia to which the election relates;the broadcaster must not broadcast under the licence an election advertisement in relation to the election during the relevant period.
- (3) If:
  - (a) a broadcaster has a licence that does not have a licence area; and
  - (b) an election to a Parliament is to be held; and
  - (c) a broadcasting service under the licence is normally received in the area of Australia to which the election relates;the broadcaster must not broadcast an election advertisement in relation to the election during the relevant period as part of that service.
- (4) If:
  - (a) a broadcaster provides a broadcasting service under a class licence; and
  - (b) an election to a Parliament is to be held; and

(c) the broadcasting service is normally received in the area of Australia to which the election relates;

the broadcaster must not broadcast an election advertisement in relation to the election during the relevant period as part of the service.

#### **4 Identification of certain political matter**

- (1) In this clause, *broadcaster* means:
  - (a) a commercial television broadcasting licensee; or
  - (b) a commercial radio broadcasting licensee; or
  - (c) a community broadcasting licensee; or
  - (d) a subscription television broadcasting licensee; or
  - (e) a person providing broadcasting services under a class licence.
- (2) If a broadcaster broadcasts political matter at the request of another person, the broadcaster must, immediately afterwards, cause the required particulars in relation to the matter to be announced in a form approved in writing by the ACMA.
- (3) A broadcaster must, in relation to political matter broadcast at the request of another person, keep a record of the name, address and occupation of the person or, if the person is a company, the name and the address of the principal office of the person for the required period and must give to the ACMA any particulars of the record that the ACMA, by written notice, requires.
- (4) For the purposes of this clause, a person authorises the broadcasting of political matter only if the person is responsible for approval of the content of the political matter and the decision to present it for broadcasting.

#### **5 Records of matter broadcast**

- (1) In this clause, *broadcaster* means:
  - (a) a commercial television broadcasting licensee; or
  - (b) a commercial radio broadcasting licensee; or
  - (c) a community broadcasting licensee; or
  - (d) a subscription television broadcasting licensee; or
  - (e) a person providing broadcasting services under a class licence.
- (2) If a broadcaster broadcasts matter relating to a political subject or current affairs, being matter that is in the form of news, an address, a statement, a commentary or a discussion, the broadcaster must cause a record of the matter to be made in a form approved in writing by the ACMA.
- (3) Subject to this clause, a broadcaster must retain in his or her custody a record so made for a period of:
  - (a) 6 weeks from the date on which the matter was broadcast; or
  - (b) if a complaint has been made about the matter—for 60 days from the date on which the matter was broadcast;or for such longer period as the ACMA, in special circumstances, directs in writing.

- (4) If a person considers that a record so made is admissible in evidence in proceedings instituted, or proposed to be instituted, in a court, being a record that is held under subclause (3), the person may give to the broadcaster a notice in writing informing the broadcaster that the record may be required for the purposes of the proceedings.
- (5) If such a notice is given to a broadcaster in respect of a record, the broadcaster must, subject to this clause, retain the record until the proceedings or the proposed proceedings to which the notice relates have been finally determined.
- (6) If the proceedings are not instituted within a period of 3 months after the notice is given to the broadcaster, subclause (5) ceases to apply to the record at the end of that period.
- (7) The obligation imposed by this clause on a broadcaster to retain a record does not apply at any time when the record is in the custody of a court in connection with proceedings instituted in the court.
- (8) If the ACMA is of the opinion that a matter of which a record has been made under this clause is of sufficient historic interest to justify its being permanently preserved, the ACMA may direct in writing a person who has custody of the record to deliver it for safe keeping to a person or authority specified by the ACMA, and the person to whom the direction is given must comply with the direction but is entitled to fair compensation.
- (9) A broadcaster must, without charge, make available to the ACMA, upon request, any specified record made by the broadcaster under subclause (2) that has been retained by the broadcaster (whether or not the broadcaster is, at the time of the request, under an obligation to retain the record).

## **6 Advertisements relating to medicines**

- (1) In this clause, *broadcaster* means:
  - (a) a commercial television broadcasting licensee; or
  - (b) a commercial radio broadcasting licensee; or
  - (c) a subscription television broadcasting licensee; or
  - (d) a person providing broadcasting services under a class licence.
- (2) A broadcaster must not broadcast an advertisement relating to therapeutic goods that is required to be approved under the *Therapeutic Goods Act 1989* unless the text of the advertisement has been so approved.

## Part 7—Services provided under class licences

### 11 Conditions applicable to broadcasting services provided under class licences

- (1) The following conditions apply to the provision by a person of a broadcasting service under a class licence:
  - (a) the licensee will not, in contravention of the *Tobacco Advertising Prohibition Act 1992*, broadcast a tobacco advertisement within the meaning of that Act;
  - (ab) in the case of a person who provides an open narrowcasting television service or a subscription television narrowcasting service—the person will comply with subsection 121E(2) (section 121E is about requiring the ACMA’s permission to provide certain television services in regional areas);
  - (b) the person will comply with program standards applicable to the licence under Part 9 of this Act;
  - (ba) in the case of a person who provides an open narrowcasting television service or a subscription television narrowcasting service—the licensee will comply with standards under section 130A (which deals with technical standards for digital transmission);
  - (baa) in the case of a person who provides:
    - (i) a subscription radio broadcasting service; or
    - (ii) a subscription radio narrowcasting service; or
    - (iii) an open narrowcasting radio service;transmitted using a digital modulation technique—the licensee will comply with standards under section 130AA (which deals with technical standards for digital transmission);
  - (bb) the licensee will comply with standards under subsection 130V(1) (which deals with industry standards);
  - (bc) if a provision of Part 9D (which deals with captioning of television programs for the deaf and hearing impaired) applies to the licensee—the licensee will comply with that provision;
  - (c) the person will not use the broadcasting service in the commission of an offence against another Act or a law of a State or Territory;
  - (d) the person will comply with the requirements of clauses 3, 3A, 4, 5 and 6;
  - (e) the person will not use the part of the radiofrequency spectrum covered by paragraph (b) of the definition of **broadcasting services bands** in subsection 6(1) to provide broadcasting services under the licence.
- (2) The provision by a person of a subscription broadcasting service or a subscription narrowcasting service under a class licence is also subject to the condition that subscription fees will continue to be the predominant source of revenue for the service.
- (3) The provision by a person of an open narrowcasting television service under a class licence is also subject to the following conditions:
  - (a) the licensee will not broadcast a program that has been classified RC or X 18+ by the Classification Board;
  - (b) the licensee will not broadcast films that are classified as “R 18+” unless the films have been modified as mentioned in paragraph 123(3C)(b).



- (4) The provision by a person of a subscription television narrowcasting service under a class licence is also subject to the condition that the licensee will not broadcast a program that has been classified RC or X 18+ by the Classification Board.