
Enforceable Undertaking

This undertaking is given to the Australian Communications and Media Authority (**ACMA**) under section 205W of the *Broadcasting Services Act 1992* (Cth) (**Act**) by Channel Seven Sydney Pty Limited, Channel Seven Melbourne Pty Limited, Channel Seven Brisbane Pty Limited, Channel Seven Perth Pty Limited and Channel Seven Adelaide Pty Limited (**Licensees**).

Accepted by the ACMA under Part 14D of the Act on 19 October 2022.

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1. Background

- A. The Licensees are licensed under the Act to provide commercial television broadcasting services in their respective licence areas.
- B. In July and August 2021, the Licensees broadcast gambling advertisements (**Advertisements**) as part of their live coverage of the Tokyo 2020 Olympic Games, which is a Live Sporting Event.
- C. Following the Licensees' self-reported breaches to the ACMA in July 2021, in October 2021 the ACMA commenced an investigation into the Licensees' compliance with Appendix 3 of the Code.
- D. On 30 June 2022, as a result of Investigations BI-618 and BI-633, the ACMA found that the Licensees were in breach of clauses 3.1 and 3.4 of Appendix 3 of the Code.
- E. The Licensees have offered this enforceable undertaking under section 205W of the Act.

Operative Parts

2. Defined terms and interpretation

2.1 Defined terms

The following definitions apply unless the context requires otherwise.

ACMA means the Australian Communications and Media Authority.

Act means the *Broadcasting Services Act 1992* (Cth).

Business Day means a day which is not a Saturday, Sunday, a bank holiday or a public holiday in Sydney.

Code means the Commercial Television Industry Code of Practice 2015.

Commencement Date has the meaning given to it in clause 3.1.

Licensees means Channel Seven Sydney Pty Limited, Channel Seven Melbourne Pty Limited, Channel Seven Brisbane Pty Limited, Channel Seven Perth Pty Limited and Channel Seven Adelaide Pty Limited.

Live Sporting Event means live to air coverage of a sporting event that includes live play, excluding live horse, harness or dog racing.

Report has the meaning given to it in clause 3

Undertaking means this enforceable undertaking.

2.2 Interpretation

In this Undertaking, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) other grammatical forms of a defined word or expression have a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph of this Undertaking;
- (d) a reference to a document or agreement (including the Undertaking), includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) a construction that would promote the purpose or object underlying the Undertaking (whether expressly stated or not) shall be preferred to a construction that would not promote that purpose or object;
- (h) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2.3 Headings

Headings are for ease of reference only and do not affect interpretation.

3. Term

3.1 Commencement

This Undertaking commences when:

- (a) it has been executed by all of the Licensees; and
- (b) so executed, it has been accepted by the ACMA and written notification of that acceptance has been provided to the Licensees (**Commencement Date**).

3.2 Termination

This Undertaking will terminate upon completion of the Licensees' obligations in clause 5 unless the ACMA gives notice to the Licensees cancelling this Undertaking in accordance with subsection 205W(4) of the Act, in which event this Undertaking terminates on the day that written notice is given.

4. Withdrawal or variation

This Undertaking may only be withdrawn or varied with the written consent of the ACMA in accordance with subsection 205W(3) of the Act.

5. Undertakings

5.1 Training

- (a) Within four months of the Commencement Date the Licensees must cause training to be conducted on compliance with Appendix 3 to the Code for all permanent Relevant Staff as at the Commencement Date (excluding any staff that cease to be Relevant Staff during that period) where **Relevant Staff** has the following meaning:
- (i) Sales staff involved in the negotiation and sale of gambling commercials in Live Sporting Events;
 - (ii) Commercial Inventory staff involved in the scheduling of gambling commercials in Live Sporting Events;
 - (iii) Payout centre staff involved in the broadcast payout of gambling commercials in Live Sporting Events;
- (b) Within five months of the Commencement Date, the Licensees must provide the ACMA with written notice confirming that the training has been completed in accordance with clause 5.1(a) above, together with the following details:
- (i) The roles and number of Relevant Staff who completed the training against each of the categories set out in clause 5.1(a)(i), (ii) and (iii);
 - (ii) The duration and content of the training;
 - (iii) The name and relevant credentials of the person who provided the training; and
 - (iv) The date on which the training referred to in clause 5.1(a) was completed.

5.2 Systems, processes and practices

- (a) Within four months of the Commencement Date, the Licensees must document improved systems, processes and practices (**SPPs**) to ensure ongoing compliance with Appendix 3.
- (b) Within five months of the Commencement Date, notify the ACMA of the SPPs.

5.3 Report

- (a) Within twelve months of the Commencement Date, the Licensees must submit a report to the ACMA (**Report**) setting out the following matters:
- (i) The number of valid Code complaints received by the Licensees collectively, in that 12 month period, that allege a breach of Appendix 3 to the Code;
 - (ii) Where a Licensee concluded that any of those complaints indicated an actual breach of Appendix 3 to the Code and if there are any, what the Licensee has done in response to these;
 - (iii) Any refresher/supplementary training provided by any of the Licensees after the training referred to in clause 5.1 above;
 - (iv) A report on the effectiveness of the SPPs, including any revisions made in that period.

5.4 **Additional Acknowledgements**

- (a) The Licensee acknowledges that the ACMA may:
 - (i) publish this Undertaking on its internet site, and may from time to time publicly refer to this Undertaking;
 - (ii) issue a media release in relation to this Undertaking referring to its terms and the concerns of the ACMA which led to its execution.
- (b) The ACMA's acceptance of this Undertaking does not affect the ACMA's power to investigate and take compliance and enforcement action arising from conduct that is not the subject of this Undertaking or arising from future conduct.
- (c) This Undertaking in no way derogates from the rights and remedies available to any other person or entity arising from the alleged conduct, the subject of this Undertaking.

Signed for and on behalf of **the Licensees** by)
Seven Network (Operations) Limited:)
)

[Redacted signature area]

Signature of authorised person

[Redacted signature]

Office held

[Redacted office held]

Name of authorised person

Signed for and behalf of the **Australian**)
Communications and Media Authority)
pursuant to section 205W of the Act by:)

[Redacted signature area]

Signature of authorised person

[Redacted signature]

Office held

[Redacted office held]

Name of authorised person