

Super Bowl monitoring – XX March 2024

Observation Overview:

1. **Kayo**

2. **Ten**

Suggested next steps

See below for excerpt of rules

STREAMING – watched on Kayo and 10Play

BROADCAST – watched on Channel 10

Event	Date / Time	Staff	Channel	Location of monitoring	Observation notes
<i>Formula One</i>	- AEDT			Sydney	e.g. [REDACTED] generic gambling ad at XX
1. KAYO	Commenced viewing at 2:30pm (unsure whether I was watching the correct channel from 2:30pm to 2:55pm). Race finished at 4:25pm – concluded monitoring at 5:00pm	[REDACTED]	Kayo – signed up for 7-day free trial	Sydney	Gambling advertisements observed: 1. 2:57pm Stake.com on uniform during driver intro and grid order
2. 10Play	Commenced viewing at 2:30pm. Race started at 3pm – Race finished 4:25pm – concluded monitoring at 5pm	[REDACTED] [REDACTED] [REDACTED]	Channel 10 – watched via 10Play	Sydney	Gambling advertisements observed: [REDACTED] [REDACTED] 2. 2:57pm Stake.com on uniform during driver intro and grid order
3. Channel 10	Commenced viewing at 2:30pm. Race started at 3pm – Race finished 4:25pm – concluded monitoring at 5pm	[REDACTED]	Channel 10 – watched DTV broadcast	Sydney	No gambling advertisements observed.

Commercial Television Industry Code of Practice

Appendix 3

Definitions

Commercial relating to Betting or Gambling means a distinct promotional reference to:

- (a) a gambling or betting service; or
- (b) a gambling or betting organisation that provides generic information about the organisation's brand, business or services.

A Commercial relating to Betting or Gambling does not include:

- a commercial relating to such things as Government sanctioned lotteries, lotto, keno or competitions;
- a commercial relating to entertainment or dining facilities at places where betting or gambling takes place, or a tourism commercial which incidentally refers to 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;
- a reference that is Accidental; or
- a reference that is an Incidental Accompaniment.

Incidental Accompaniment means a reference or other material which occurs 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; and
- (b) a player's or official's uniform; and
- (c) advertising or signage at the venue of the Live Sporting Event, for example, on a field barrier, big screen or scoreboard.

Scheduled Start of Play means the scheduled commencement 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 by the Licensee on its website at least 24 hours prior to broadcast and notified to the Licensee's EPG provider(s) at least 24 hours prior to broadcast.

Online Rules

Exceptions for certain circumstances beyond the control of the service provider

Section 18

- (1) An online content service provider that provides gambling promotional content on an online content service in conjunction with live coverage of a sporting event will not contravene Parts 3 or 4, where all of the following circumstances exist:
 - (a) the sporting event commences at a different time to the scheduled start of the sporting event, as publicised in accordance with paragraph 10(a);
 - (b) the provider was only made aware less than one hour prior to the scheduled commencement of the sporting event that the actual commencement of the sporting event would be different to the scheduled start of the sporting event, as publicised in accordance with paragraph 10(a); and
 - (c) the provision of the gambling promotional content would not have contravened Parts 3 or 4, had the sporting event commenced at the scheduled start of the sporting event, as publicised in accordance with paragraph 10(a).
- (2) An online content service provider that provides gambling promotional content on an online content service, in conjunction with live coverage of a sporting event, will not contravene Parts 3, 4 or this Part, where all of the following circumstances exist:
 - (a) the sporting event originates from outside Australia;
 - (b) the online content service provider did not add the gambling promotional content;
 - (c) it is not reasonably practicable for the provider to remove the gambling promotional content; and
 - (d) the provider does not receive any direct or indirect benefit (whether financial or not) for providing the gambling promotional content in addition to any direct or indirect benefit that the provider receives for providing the live coverage of the sporting event.
- (3) An online content service provider that provides gambling promotional content on an online content service in conjunction with live coverage of a sporting event will not contravene Parts 3, 4, or this Part, where the reference to gambling promotional content occurs as part of live coverage of the sporting event, and consists of the name of the sporting venue, or of a player's or official's uniform, or of advertising

signage, such as a field barrier, big screen or scoreboard, at the venue of the sporting event, and the provider does not receive any direct or indirect benefit (whether financial or not) for providing the gambling promotional content, in addition to any direct or indirect benefit that the provider receives for providing the live coverage of the sporting event.

- (4) An online content service provider that provides gambling promotional content on an online content service in conjunction with live coverage of a sporting event will not contravene Parts 3 or 4, where all of the following circumstances exist:

(a) based on all the information reasonably available to it, the end-user appeared to be at a particular location (the purported location);

(b) the provider was not aware, or could not have reasonably ascertained, that the end-user was not at the purported location; and

(c) the provision of the gambling promotional content would not have contravened Parts 3 or 4 had the end-user been at the purported location.