

## ELIGIBILITY REQUIREMENTS AND TERMS & CONDITIONS

Warner Bros. International Television Production New Zealand ("WBITVP") described here as "we" or the "Producer", is seeking participants for a television programme entitled "*David Lomas Investigates (Series 2)*" (the "Programme").

By submitting your application ("Application") to participate in the Programme you are agreeing to the following terms and conditions.

### YOU CONFIRM:

You have read and understand fully these terms and conditions.

You are 18 years of age or older.

You are applying in your personal and private capacity and you represent and warrant that you are not an employee of, or in any way associated with, any news or media outlet, including any web based media outlet, either in New Zealand or elsewhere.

You will declare to the Producer in writing if you (or any member of your immediate family or anyone living at your residential address) are an employee, officer, director or agent of MediaWorks.

You do not have any significant criminal convictions that could stop you travelling overseas or could otherwise bring the Producer, the Programme or the broadcaster into disrepute.

### THE APPLICATION

Your Application does not constitute entry into a relationship or association of any kind with the Producer.

### SELECTION OF PARTICIPANTS

The Producer has no obligation to select you to participate in the Programme in its sole and absolute discretion.

The Producer will contact shortlisted or successful applicants to discuss the next steps in the selection process and what is involved in being a participant. Because of the large number of applications the Producer receives, it is not able to advise you if your application did not succeed. The Producers' decision is final and no correspondence will be entered into.

If you are selected to participate in the Programme, you agree:

- a) To have a conversation with the Producer's wellness counsellor to ensure you fully understand what participation in the Programme involves, and are providing informed consent to such involvement;
- b) To sign all documents (including agreements, waivers and releases) required by the Producer including but not limited to a Participant Agreement;
- c) Subject to your professional and personal commitments, to use all reasonable endeavours to make yourself available for telephone calls, video conference and in-person meetings at the times and places required by the Producer to participate in the Programme and in any publicity for the Programme; and
- d) To sign all necessary documentation and consent to the Producer making such enquiries as it sees fit concerning you, your identity and background.

### YOUR HEALTH AND PHYSICAL CONDITION

You confirm that you are in good physical and mental health and that you do not know of any medical, psychological or other condition that could affect or prevent your participation in the Programme.

You assert and warrant you are not a current user of any prohibited drug or substance.

### RECORDING, RIGHTS AND RELEASE

To progress your Application, the Producer may record and reproduce on film, tape, photograph and other media your name, likeness, voice and appearance including any photos or videos submitted by you as part of your initial Application ("Recording") and use the Recording (in whole or in part) or show the Recording (in whole or in part) to other persons or companies to seek funding for the Programme, to undertake initial research on your story to assess whether to pursue it, and to decide whether you will be selected to participate in the Programme.

The Producer will own the copyright in the Recording, may edit the Recording in any way and may synchronise the audition from the Recording with other visual images and the visions from the Recording with other audio.

You agree that you will not make any application to a court of law which could result in delaying the production, exhibition or exploitation of the Programme and that this paragraph is fundamental to your being permitted by the Producer to apply to participate in the Programme.

### RETURN POLICY

The Producer will not take responsibility to return any applications or any materials submitted – such as documents, photos, or videos. Therefore please do not send originals of important documents or materials that cannot be replaced.

### CONFIDENTIALITY

You acknowledge that it is essential to the Producer that all matters concerning the Programme are kept absolutely confidential. You understand that you may obtain information about the application process, the production of the Programme, publicity and promotion of the Programme, and about the business of the Producer that is not generally available to the public. This is all "Confidential Information".

- a) You agree that, at all times before, during and after your Application (unless you are otherwise required by law):
- b) You will keep the Confidential Information secret and confidential;
- c) You will not use the Confidential Information for any purpose; and
- d) You will not disclose the Confidential Information to any other person or allow or make it possible for another person to see any of the Confidential Information.

In particular, you promise that you will not make any statement or give any interview about the Programme to any media person or outlet without the prior written consent of the Producer regardless of whether you are selected as participant in the Programme.

You also agree that you will not communicate to the public via the internet (e.g. via social media sites, blogs, personal websites and chatrooms) at any time about your participation in the Programme.

If you breach any of the commitments you have made in this Application, you understand that you could cause serious financial and other loss to the Producer and they may take legal action against you to prevent you from breaching these promises or to recover from you any losses suffered.

### PRIVACY

Any companies, organisations and/or individuals, with whom the Producer can share your personal information will be required to comply with the Privacy Act and any relevant data protection laws.

Where the Producer shares your personal information, the Producer will put in place appropriate technical and organisational procedures designed to safeguard such information.

For more details on how the Producer uses your information, and on your data protection rights, please see the Producer's [Privacy Policy](#).

You agree to the terms of the Producer's [Privacy Policy](#), including that you consent to us processing any sensitive information that you have provided in your Application or as part of the Application process\*

\*The Programme is produced by Warner Bros. International Television Production New Zealand Limited, a Warner Bros. Television Production Limited company.

We will use any information provided to us as part of this Application, and relevant publicly available information, to consider your suitability for our Programme. This may include using such information to further research your story. Where you give us sensitive personal information, such as information on your health, your parentage and your family situation, we process this with your consent. You have a right to withdraw this consent at any time. If you are selected for the Programme, we will use your information to manage our relationship with you as a contributor and to allow us to produce and broadcast our Programme. We may not need to rely on your consent at this stage.

You agree that if you are not selected for this Programme, the Producer may retain your personal information as part of a record of individuals who have applied to be participants for the Programme and use it to contact you to inquire whether you wish to apply for selection as a participant on a future series of the Programme.

### RELEASE OF LIABILITY

You agree that to the fullest extent permitted by law, the Producer, their licensees, assignees and agents will not be liable to you in respect of any claim for any loss, damage or injury whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any physical or mental injury suffered by you as a result of or in connection with your participation in the Programme.

### ACCEPTANCE OF TERMS

You agree the commitments made by you in this Application are made for the benefit of the Producer, their licensees, assignees and agents and is governed by the laws in force in New Zealand.