

## Married At First Sight Season 1 - TERMS AND CONDITIONS

### ELIGIBILITY REQUIREMENTS AND RELEASES

Warner Bros. International Television Production Operations New Zealand Limited ("WBITVP") described here as the "Producers", are calling for applications to select participants for a television programme entitled "Married At First Sight" (the "Programme").

I am applying for selection as a participant in the Programme.

I have read and fully understand the contents of this Application and I agree to all the terms and conditions set out below.

### I DECLARE

I am 25 years of age or older.

I am either a New Zealand citizen or have been permanent resident in New Zealand for at least two years.

I am single and not currently in a relationship or marriage (unless separated for more than six months);

I have not have been convicted of any offence, and am not subject to any court order, relating to assault, violence, sexual misconduct or harassment.

I am applying in my personal and private capacity and I represent and warrant that I am 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.

Now and during the past two years, I have not been an employee, officer, director or agent of Mediaworks or WBITVP or their associates or affiliates and neither is any member of my immediate families or anyone living at my residential address.

### SELECTION OF PARTICIPANTS

The Producers have no obligation to select me to participate in the Programme in their sole and absolute discretion.

The Producers may disqualify me at any time from participation in any stage of the selection process or the production of the Programme without providing any reasons to me.

If I am selected to participate in the Programme, I agree:

- a) To undertake any medical examination or psychological test, including screening for drugs, prohibited substances and communicable diseases, at times and places determined by the Producers and to provide all medical and other information requested by any person appointed by the Producers to carry out such examination, test or screening;
- b) To sign all documents (including agreements, waivers and releases) required by the Producers including but not limited to a Participant Agreement; and
- c) To make myself available at the times and places required by the Producers to participate in the Programme and in any publicity for the Programme.
- d) To sign all necessary documentation and consent to the Producers making such enquiries as they think fit concerning me and my identity, background or history with the Police or any other authority or organisation.

### MY HEALTH AND PHYSICAL CONDITION

I confirm that I am in good physical and mental health and that I do not know of any medical, psychological or other condition that could affect or prevent my participation in the Programme.

I agree to undergo a Psychological evaluation as part of the selection process.

I assert and warrant that I am not a user of any prohibited drug or substance.

### CONFIDENTIALITY

I acknowledge that it is essential to the Producers that all matters concerning the Programme are kept absolutely confidential. I understand that I may obtain information about the selection process, the production of the Programme, publicity and promotion of the Programme, the people who have applied to participate or appear on the Programme and about the business of the Producers that is not generally available to the public. This is all "Confidential Information".

I promise that, at all times before, during and after the Application (unless I am otherwise required by law):

- a) I will keep the Confidential Information secret and confidential;
- b) I will not use the Confidential Information for any purpose; and
- c) I 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, I promise that I 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 Producers regardless of whether I am selected as a participant in the Programme.

I also promise that I will not communicate to the public via the internet (eg via social media sites, blogs, personal websites and chatrooms) at any time about my participation in the Programme.

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

#### **PRIVACY**

The Producers are bound by the Privacy Act 1993 in respect of my personal information. I consent to the Producers collecting my personal information for the primary purpose of selecting participants for the Programme and for use in the production of the Programme and sharing my personal information with other persons and companies for this purpose.

I agree that if I am not selected for this Programme, the Producers may retain my personal information as part of a record of individuals who have applied to be participants for the Programme and use it to contact me to inquire whether I wish to apply for selection as a participant on a future series of the Programme or another programme.

#### **RELEASE OF LIABILITY**

I agree that to the fullest extent permitted by law, the Producers, their licensees, assignees and agents will not be liable to us 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 me as a result of or in connection with my participation in the Programme.

#### **ACCEPTANCE OF TERMS**

The agreement with us in this Application is made for the benefit of the Producers, their licensees, assignees and agents and is governed by the laws in force in New Zealand.