

The Traitors NZ Application Terms & Conditions

1. South Pacific Pictures Productions Limited (**SPP**) is seeking applications for participants in the television series *The Traitors NZ* (**Programme**).
2. By submitting an application to be considered as a participant in the Programme, you confirm that you have read and fully understand these terms and conditions and the application form (**Application**) and you agree to all the terms and conditions set out below.
3. You acknowledge and understand that the information you provide in the Application will be shared by SPP with Sky Free Limited - formerly known as Discovery NZ Limited (**Broadcaster**) and as further described in the Privacy Notice. Online communications may not be secure. Please bear this in mind when answering the questions posed to you in the Application.

Your Warranties and Representations

4. In order to apply and be considered for the Programme, you must be:
 - a. 20 years of age or older; and
 - b. a New Zealand citizen or permanent resident, or have a valid work visa; and
 - c. applying in your personal and private capacity and not on behalf of any other person.SPP may at any time request you, and you agree, to provide reasonable evidence that you meet these criteria.
5. You warrant and represent that the information you provide in the Application and any Recordings and Materials (as defined in 12 below):
 - a. does not infringe any person's or entity's rights (including copyright or privacy); and
 - b. is not defamatory; and
 - c. is factually correct.
6. You warrant and represent that you have no open, current, pending, or prior warrants, arrests, charges or convictions of any kind whatsoever anywhere in the world, whether criminal or not, including without limitation any driving offences, protection orders, restraining orders, or diversions, other than those disclosed to SPP during the application stages. If you are arrested, or criminal charges are brought against you after your submission of this Application, you must inform SPP immediately or as soon as reasonably possible.
7. You warrant and represent that now and during the past two years, neither you, nor any member of your immediate family, nor anyone living at your residential address is or has been an employee, officer, director, or agent of Sky Free Limited (formerly known as Discovery NZ Limited), SPP, or an associate or affiliate thereof.

Participant Selection

8. Decisions to select participants for the Programme will be made by SPP in their sole and absolute discretion. SPP has no obligation to select you to participate in the Programme.
9. If you are selected to participate in the Programme, you confirm that you will be available for a period of time to be advised by SPP, currently anticipated to be up to 3 weeks in Spring 2025, and you will be required to live in designated accommodation for that period.
10. If you are selected to participate in the Programme, you agree to:
 - a. SPP and its agents conducting any reasonable psychological and physical examinations of you, and to undertake any drug testing of you, as required by SPP for the purpose of determining your mental and physical fitness to participate in the Programme and its promotion;
 - b. sign all documents (including without limitation agreements, waivers and releases) reasonably required by SPP;
 - c. make yourself available at the times and places required by SPP to participate in the Programme and in any publicity and promotion; and
 - d. complete and sign all necessary documentation for SPP to make such enquiries as it deems reasonably necessary to enable SPP to run a background check on you.

Your Health

11. You confirm that you are in good physical and mental health and that you do not know of any medical, psychological, or other condition, other than those you have disclosed to SPP during the

application stages, that could affect or prevent your safe participation in the Programme. You confirm that you are not a user of any prohibited drugs or substances.

SPP's Rights

12. You understand that in order to progress this Application, SPP may record and reproduce in any media your name, likeness, voice and appearance including any media submitted by you as part of this Application (**Recordings**) and use the Recordings (in whole or in part) as well as any other materials provided by you including without limitation photographs, footage, documentation and recordings (**Materials**) or show the Recordings and/or Materials (in whole or in part) to other persons or companies to decide whether you will be selected to participate in the Programme.
13. You irrevocably and unconditionally:
 - a. assign to SPP all rights of any kind including copyright in the Recordings and Materials (excluding anything that existed prior to you making this Application or any third-party materials);
 - b. waive all moral rights which may accrue to you in connection with the Programme, Recordings and Materials (including all moral rights under Sections 94 and 98 of the Copyright Act 1994).

Confidentiality

14. You agree to keep all Confidential Information confidential, at all times and in all media until such information enters the public domain with SPP's authorisation. Confidential Information includes all information (written, verbal, electronic) regarding SPP's business, the Programme, and SPP's other productions, including the Recordings and Materials, details of format beats, mechanics and secrets, rundowns, future development, casting, budgets, strategy and the like. If you seek advice from a professional advisor, they must also agree to keep the Confidential Information confidential. You agree that this is a material term of these terms and conditions, and any breach of confidentiality will likely irreparably affect the contestants' experiences, eliminate the surprise, tension and outcome of the Programme for the viewing public, and/or require SPP to refilm or extensively edit parts or all of the Programme and/or publicity and marketing material.
15. Regardless of whether you are selected as a participant in the Programme, you agree not to engage in any publicity activity or give any media interviews (including podcasts) of any kind about the Programme either yourself or through any agent or by any means, or communicate to the public via the internet (including without limitation social media sites, blogs, personal websites, and chatrooms) at any time about your participation in the Programme except where arranged by SPP or the Broadcaster or with the prior written consent of SPP or the Broadcaster.
16. If you breach any of the confidentiality obligations above or otherwise misuse or misappropriate any Confidential Information, you understand that this could cause serious financial and other loss to SPP and SPP may take legal action against you to prevent you from breaching these obligations or to recover from you any losses suffered.

Indemnity and Release of Liability

17. Without prejudice to any other rights and remedies SPP and its related companies may have, you indemnify SPP and its related companies, partners, directors, officers, employees, successors, assigns and licensees (indemnitees) against all loss (direct or indirect), actions, claims, proceedings, costs including all legal costs (on an indemnity basis), damages and liabilities that SPP or the indemnitees sustain or incur arising out of or in connection with:
 - a. Any claim by a third party (including any regulator or other government body);
 - i. That the information in your Application infringes the rights of any person or entity;
 - ii. Resulting from: (A) your negligent act or omission; or (B) your failure to comply with any applicable laws or regulations; and
 - b. Your wilful default (being an act or omission that you know to be a breach of these terms and conditions but continue to conduct or permit); and
 - c. Your failure to comply with any confidentiality obligations in these terms and conditions.
18. You agree that to the fullest extent permitted by law, SPP and its related companies, 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 this Application or your participation in the Programme.

19. Your rights and remedies in the event of a breach of these terms and conditions by SPP will be limited to your rights (if any) to recover damages as a result of a direct loss only in an action at law. In no event will you be entitled to seek an injunction against SPP, its related companies, successors, licensees or assigns which has the effect of restraining or impeding SPP's ability to carry out the development, production, promotion, exploitation, distribution or exhibition of the Programme or to commercialise any rights in or to the Programme.

Acceptance of Terms and Conditions

20. You agree the commitments made in this Application are made for the benefit of SPP and its related companies, licensees, assignees, and agents, and this Application is governed by New Zealand law.