

**Surname:**

**First Name:**

## **NEW ZEALAND MYSTERY SHOPPER TERMS & CONDITIONS OF ASSIGNMENT**

### **You must read all the following terms and conditions carefully**

The terms and conditions below set out important obligations between you and The Realise Group in relation to:

- Your registration as a Mystery Shopper and selection for assignments.
- Your obligation to keep information about The Realise Group and your mystery shopping assignments confidential.
- What the information you supply to The Realise Group can be used for and who owns it.
- The risks you must bear in participating in a mystery shopping assignment.
- You not being an employee of The Realise Group.
- Other important matters which you must be aware of and agree to before you can become a Mystery Shopper.

Please read the following terms and conditions (the "Agreement"). You must read, understand and then agree to all the terms and conditions below before you can become a Mystery Shopper. The Realise Group advise you to obtain legal advice as to the nature, effect and extent of this Agreement.

Your registration as a Mystery Shopper for The Realise Group signifies that you are agreeing that:

1. You have read all of these terms and conditions and agree to be legally bound by them. These terms and conditions are a legally binding agreement between you and The Realise Group.

### **Registration as a Mystery Shopper and selection for assignments**

2. When you register as a Mystery Shopper with The Realise Group, The Realise Group will keep your details in its database of potential mystery shoppers. When a mystery shopping assignment arises in a particular area, The Realise Group may contact you by phone, mail or email to see if you are interested in taking advantage of the mystery shopper assignment. At this time you will be provided with details of the assignment, including time, date and location involved and the rate of pay for the assignment. If you are interested in the assignment and you are selected by The Realise Group for the mystery shopper assignment, The Realise Group will provide you with all further information you will need to complete the assignment. Details of the assignment, the acceptance thereof by you and the rate of pay for the assignment will be reduced to writing and signed by you and The Realise Group.
3. If you are chosen for the assignment, and you agree to complete it, you must do so, or you must immediately notify The Realise Group, who may choose another applicant.
4. You understand that The Realise Group will only notify you of potential mystery shopping opportunities that it believes you are suitable for and that the same assignment may be notified to a variety of other people. When The Realise Group notifies you of a potential

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mystery shopping assignment it is just giving you the chance to apply to participate in the mystery shopping assignment.

5. The Realise Group does not guarantee to notify you of any mystery shopping assignments. This may be because no suitable opportunities are available in your area, or for any other reason (or for no reason at all - it is up to The Realise Group).
6. Whether you are chosen to participate in a mystery shopping assignment is at the sole discretion of The Realise Group. The Realise Group may choose an alternative mystery shopper to participate in a mystery shopping assignment instead of you (and The Realise Group is not obliged to provide any particular reason for doing so). The Realise Group does not have to inform you when you have not been chosen for a mystery shopping assignment which you have applied for, but may do so out of courtesy.

### **Completion and payment for assignments**

7. On completion of a mystery shopping assignment you will usually be required to provide information (in the form of a questionnaire or survey or some other form) to The Realise Group. If you do not provide all the requested details within the time frame specified for the assignment, The Realise Group may choose (at its sole discretion) not to pay you the fee related to that mystery shopping assignment.
8. The payment supplied by The Realise Group after completion of an assignment in accordance with this agreement between you and The Realise Group is the only benefit that The Realise Group ever needs to supply to you.
9. If The Realise Group incurs any cost, loss, expense, liability or damage which is related to you being a Mystery Shopper or your participation in a mystery shopper assignment or this agreement (no matter how distantly related), then you agree to immediately pay to The Realise Group the full amount of that cost, loss, expense, liability or damage as determined by The Realise Group. You also agree that payment of that sum does not remove any other rights The Realise Group may have against you. The Realise Group may also deduct any amount from any amount which it owes you.

### **Confidentiality**

10. If in relation to or in performing any mystery shopper assignment you discover or receive any information about The Realise Group which is not generally known to the wider public you must keep that information secret unless The Realise Group gives you specific written authorisation to disclose it. You must not use or profit from any such information you discover or receive unless The Realise Group gives you written authorisation allowing you to.

### **Use of information provided**

11. You agree that any information you supply to The Realise Group in relation to a mystery shopping assignment or a potential mystery shopping assignment or via the application to be a Mystery Shopper is true and correct and you agree to inform The Realise Group of any changes to that information. You also agree that The Realise Group can use that information to contact you for marketing purposes.
12. Any comments or materials sent to The Realise Group including application, feedback or review data, such as questions, comments, suggestions, or the like (collectively "Feedback"), is deemed to be the property of The Realise Group and The Realise Group is free to reproduce, use, disclose and distribute the information to others without limitation subject to any applicable privacy policy published by The Realise Group from time to time. Further, The Realise Group is free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

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**Independent Contractor**

13. You acknowledge that in registering as a mystery shopper, you are in business on your own account and the real nature of our relationship is that of independent contractor and principal. You acknowledge that you are not an employee or agent of The Realise Group.
14. You shall be responsible for your own tax, ACC levies, and all other liabilities and expenses of whatever nature and you indemnify The Realise Group in respect to such expenses.
15. You acknowledge that you are responsible for your own health and safety. You must comply with the Health and Safety in Employment Act 1992, and any regulations made under that Act, and any health and safety policies, directives or procedures of The Realise Group.
16. You are not entitled to act as an agent or employee of The Realise Group and must not conduct yourself in a manner which might cause any reasonable person to consider otherwise.

**Limitation of Liability**

17. You are a Mystery Shopper at your own risk and you participate in any assignment entirely at your own risk. Other than the payment mentioned in clauses 7 and 8, all costs, losses, expenses or liabilities incurred by you which are associated with an assignment or being a Mystery Shopper are your own responsibility and not The Realise Group's responsibility. When you are participating in a mystery shopper assignment (and at all other times) you, and not The Realise Group, are completely responsible for yourself and anything that happens to you.

**Termination**

18. The Realise Group may at any time without notice remove you from our list of shoppers. You acknowledge that in the event of The Realise Group removing you from the list you will have no rights, claims or remedies against The Realise Group in respect of such removal from the list.
19. You may at any time advise The Realise Group that you no longer wish to be on The Realise Group's list of shoppers. Upon receiving such advice, The Realise Group will remove you from the list.
20. When these terms and conditions mention "The Realise Group" they mean The Realise Group as well as any of its employees, officers, contractors and any associated company.

**Amendment**

21. No variation, modification or alteration of any of the terms of the Agreement shall be of any effect unless in writing and signed by each of the parties.

**Severance**

22. If any provision of the Agreement is deemed to be, invalid, unlawful or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement or any other instrument.

**Time is of the Essence**

23. Time is of the essence of this Agreement. If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this Agreement. An agreement to vary a time requirement must be in writing.

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**Entire Understanding**

24. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement. It supersedes and substitutes any prior agreement (including the Heads of Agreement) or understanding on anything connected with that subject matter. Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

**Personal**

25. This Agreement is personal and must not be assigned without the consent of the other party.

**Dispute resolution**

26. In the event of any dispute between the parties in relation to these terms and conditions the parties will first seek to resolve such dispute by promptly giving notice of the dispute to the other party and in good faith endeavour to resolve such dispute. If the dispute remains unresolved the parties will then seek a resolution through the use of mediation or other informal methods of resolution.

**Waiver**

27. No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by that party of that or any other right or remedy available to it.

**Governing law**

28. This Agreement will be governed by New Zealand law and is deemed to have been made in New Zealand and except where the matter is determined by any informal dispute resolution method as prescribed in clause 27, is subject to the non-exclusive jurisdiction of the New Zealand Court.

**Counterparts**

29. This Agreement may be executed in counterparts (which may be facsimile copies) and all of which, when taken together constitute the one document.

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I have read and understood the Mystery Shopping Terms and Conditions of Assignment and I agree to the conditions.

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Signature

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Date

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Print name

Please send this contract to:

The Realise Group  
Studio 53, 91 Moreland Street  
Footscray VIC 3011  
Australia

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