

**Series Memorandum of Understanding  
for the 5% Uplift**

in relation to the production of

**an Untitled Amazon Project**

between

The Ministry of Business, Innovation and Employment

New Zealand Tourism Board

New Zealand Film Commission

Amazon Studios LLC

GSR Productions Limited

**MEMORANDUM OF UNDERSTANDING**  
in relation to the making of  
**an Untitled Amazon Project (UAP)**

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1 **DATED** 2020

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3 **BETWEEN:**

4 1. The Ministry of Business, Innovation and Employment (**MBIE**);

5 2. New Zealand Tourism Board, a Crown entity established under the New Zealand Tourism Board  
6 Act 1991 (**TNZ**);

7 3. New Zealand Film Commission, a Crown entity established under the New Zealand Film  
8 Commission Act 1978 (**NZFC**);

9 4. Amazon Studios LLC, a limited liability company registered in California, USA, with registration  
10 number 2020814, having its principal office at Santa Monica, California, USA (**Amazon**); and

11 5. GSR Productions Limited, a limited liability company registered in New Zealand with company  
12 number 7427481 (NZBN 9429047424791) (**GSR**).

13 **RECITALS:**

14 A. Amazon has advised the New Zealand agencies that:

15 Commercial Information

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20 (b) UAP will explore new storylines that precede J.R.R. Tolkien's novel, "The Fellowship of  
21 the Ring";

22 Commercial Information

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Commercial Information

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- 40 B. Amazon has determined that production of UAP will be based predominantly in New Zealand.
- 41 C. Amazon has engaged GSR, a New Zealand special purpose vehicle wholly-owned by Reunion  
42 Pacific Entertainment Inc. and established principally in relation to producing UAP, to make the  
43 Series in New Zealand.
- 44 D. For the purposes of the New Zealand Screen Production Grant (**NZSPG**), GSR will be the entity  
45 incurring Qualifying New Zealand Production Expenditure (**QNZPE**) to produce UAP and the  
46 applicant entity for the NZSPG. To the extent that UAP incurs QNZPE, such QNZPE will be  
47 eligible for the NZSPG International Grant in accordance with the NZSPG Criteria.
- 48 E. Having regard to the nature and the scope of UAP and the potential for the Series to deliver  
49 significant economic benefits to New Zealand, Amazon has been invited to apply for, and has  
50 applied for, the 5% Uplift in respect of UAP.
- 51 F. The NZFC administers the NZSPG.
- 52 G. Having regard to the nature and scope of UAP and the potential for the Series to deliver  
53 significant economic benefits to New Zealand, the NZSPG Significant Economic Benefits (**SEB**)  
54 Verification Panel has approved the principle that each Season of UAP can be eligible to qualify  
55 for the 5% Uplift under a two-tier framework whereby the parties will enter:
- 56 (a) an overarching Series Memorandum of Understanding (**Series MoU**) spanning the entire  
57 Series which sets out:
- 58 (i) the principles for the partnership arrangement being established between  
59 Amazon and the New Zealand agencies; and
- 60 (ii) key deliverables and/or commitments to be delivered and/or made by Amazon  
61 that will be common to each Season (unless otherwise agreed in a Season MoU);  
62 and
- 63 (b) a separate Memoranda of Understanding in respect of each individual Season, specific to  
64 that Season, setting out the benefits to be provided, and commitments made, by  
65 Amazon, specific to that Season, to be agreed by the parties from time to time as the  
66 production requirements for UAP are developed.
- 67 H. It is the parties' intention that certain UAP assets (derived from the LOTR rights detailed above),  
68 will be made available by Amazon under partnership arrangement frameworks for approved  
69 commercial tie-ins for the Series. These frameworks will be developed by Amazon in  
70 collaboration with MBIE, TNZ, and/or the NZFC. UAP assets specifically approved by Amazon for  
71 use by MBIE, TNZ and/or the NZFC may also be made available to relevant New Zealand  
72 organisations – as facilitated and managed by or on behalf of MBIE, TNZ and/or the NZFC in

73 meaningful consultation with Amazon – including Air New Zealand (Air NZ), New Zealand Trade  
74 and Enterprise (NZTE), regional economic development agencies including Auckland Tourism,  
75 Events & Economic Development (ATEED), New Zealand Story, Regional Tourism Organisations  
76 (RTOs), and Regional Film Offices (RFOs).

77 I. Any necessary approvals from relevant rightsholders for partnership arrangement frameworks  
78 and related commercial tie-ins will be secured by Amazon, at its sole discretion, following  
79 meaningful consultation with rightsholders as necessary.

80 J. In exercising Amazon’s rights to fully market, promote, advertise and distribute UAP, Amazon  
81 will:

82 (a) collaborate with the New Zealand agencies; and

83 (b) ultimately make all final decisions regarding marketing campaigns for UAP.

84 Commercial Information  
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88 K. This Series MoU is the overarching Memorandum of Understanding referred to in paragraph G.  
89 (a) above.

90 L. Amazon and GSR will undertake the activities set out in this Series MoU to:

91 (a) leverage certain UAP assets to empower the New Zealand agencies and other relevant  
92 New Zealand organisations – as facilitated and managed by or on behalf of MBIE, TNZ  
93 and/or the NZFC in meaningful consultation with Amazon to continue to materially and  
94 substantially increase the depth and breadth of New Zealand’s existing association with  
95 LOTR, with a view to strengthening New Zealand’s brand internationally including  
96 international tourism to New Zealand;

97 (b) build a relationship between New Zealand and Amazon.com, Inc.’s group of companies,  
98 of which Amazon is a member (together the **Amazon Group**), to feature New Zealand  
99 with global Amazon companies and business teams, and to explore opportunities for  
100 additional collaboration, including R&D initiatives with New Zealand businesses and  
101 regional economic development in New Zealand;

102 (c) to foster the ongoing development of New Zealand’s screen sector, including training  
103 opportunities and potential initiatives to advance technology in this sector and to  
104 support business development in the sector.

105 **IT IS AGREED:**

106 1. **INTERPRETATION**

107 1.1 **Defined terms:** In this Memorandum, unless the context otherwise requires:

108 **5% Uplift** has the meaning set out in the NZSPG Criteria;

109 **Applicant** means the “applicant” for the purposes of the NZSPG Criteria (in the case of UAP, it is  
110 anticipated that the applicant will be GSR);

111 **Business Day** means:

112 (a) for receiving a Notice under clause 8.6, a day that is not a Saturday, Sunday, public  
113 holiday or bank holiday in the place where the Notice is received; and

114 (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public  
115 holiday in Auckland or Wellington, New Zealand;

116 **BTS** means “behind-the-scenes”, which shall include materials filmed or recorded to show how  
117 UAP has been made or produced;

118 **Business Hours** means from 9.00am to 5.00pm on a Business Day;

119 **Force Majeure** means without limitation, any of the following: any act of God; act of a public  
120 enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies  
121 or labour through ordinary sources by reason of shortages or priority; labour strike, lockout or  
122 other labour or industrial disturbance (whether or not on the part of agents or employees of  
123 either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane,  
124 earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty;  
125 insurrection, arrests; restraint of government and people; explosions; breakage or accident to  
126 machinery, transmission pipes or canals; partial or entire failure of utilities; any change in law,  
127 order, regulation or other action of any governing authority other than those governing  
128 authorities that are a party to this Series MoU; epidemics, pandemics, and governmental actions  
129 related thereto; or any other cause or event not reasonably within the control of the affected  
130 party.

131 **LOTR** refers to subject-matter or material derived from, or otherwise inspired by, the novel “*The*  
132 *Hobbit*”, the “*The Lord of the Rings*” trilogy of novels, and other related works, in each case  
133 written or inspired by J.R.R. Tolkien and includes references to places, characters and events  
134 occurring in, or in connection with Middle-earth;

135 **New Line** means New Line Productions Inc., a subsidiary of Warner Bros.;

136 **New Zealand agencies** means MBIE, TNZ and the NZFC or any of them, or such other New  
137 Zealand governmental agency specifically nominated by MBIE, TNZ or the NZFC from time to  
138 time (for example NZTE, New Zealand Story, etc.) and reasonably approved by Amazon;

139 **NZSPG** has the meaning set out in the NZSPG Criteria;

140 **NZSPG Criteria** means the New Zealand Screen Production Grant Criteria for International  
141 Productions dated 1 July 2017 (Updated 2019);

142 **OIA** means the Official Information Act 1982 of New Zealand;

143 **QNZPE** has the meaning set out in the NZSPG Criteria;

144 **Season** means an individual season of the Series as described in greater detail in paragraph A of  
145 the Recitals section to this Series MoU;

146 **SEB Verification Panel** has the meaning set out in the NZSPG Criteria;

147 **Series** means the drama series described in greater detail in paragraph A of the Recitals section  
148 to this Series MoU;

149 **Series Content** means clips, trailers, photographs, interviews with cast and crew, “behind-the-  
150 scenes” footage provided to the NZFC by Amazon, including, but not limited to, the "Video  
151 Content" as defined in Schedule 3 produced exclusively in connection with the Series;

152 **UAP** means the as yet “Untitled Amazon Project”, and this term may be used interchangeably  
153 with Series and the actual name of the Series as and when the Series name is determined by  
154 Amazon; and

155 **Warner Bros.** means Warner Bros. Entertainment Inc.

156 1.2 **Interpretation:** In this Series MoU, unless the context otherwise requires:

- 157 (a) the singular includes the plural and vice versa, and a gender includes other genders;
- 158 (b) another grammatical form of a defined word or expression has a corresponding meaning;
- 159 (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of,  
160 or schedule or annexure to, this Series MoU, and a reference to this Series MoU includes  
161 any schedule or annexure to this Series MoU;
- 162 (d) a reference to a document or instrument includes the document or instrument as  
163 novated, altered, supplemented or replaced from time to time;
- 164 (e) a reference to NZ\$ or dollar is a reference to New Zealand currency;
- 165 (f) a reference to time is to New Zealand time;
- 166 (g) a reference to month is to a calendar month;
- 167 (h) a reference to a party is to a party to this Series MoU, and a reference to a party to a  
168 document includes the party's executors, administrators, successors and permitted  
169 assigns and substitutes;
- 170 (i) a reference to a person includes a natural person, partnership, body corporate,  
171 association, governmental or local authority or agency or other entity;
- 172 (j) a reference to a statute, ordinance, code or other law includes regulations and other  
173 instruments under it and consolidations, amendments, re-enactments or replacements  
174 of any of them;
- 175 (k) a word or expression defined in the NZSPG Criteria has the meaning used in the NZSPG  
176 Criteria;
- 177 (l) the meaning of general words is not limited by specific examples introduced by  
178 “including”, “for example” or similar expressions;
- 179 (m) any agreement, representation, warranty or indemnity in favour of two or more parties  
180 (including where two or more persons are included in the same defined term) is for the  
181 benefit of them jointly and severally;
- 182 (n) a rule of construction does not apply to the disadvantage of a party because the party  
183 was responsible for the preparation of this agreement or any part of it;

184 (o) if a day on or by which an obligation must be performed or an event must occur is not a  
185 Business Day, the obligation must be performed, or the event must occur, on or by the  
186 next Business Day;

187 (p) headings are for ease of reference only and do not affect interpretation; and

188 (q) in the event of any inconsistency between the contents of a Schedule to this Series MoU  
189 and a Schedule to any Season MoU, the Schedule to the Season MoU will prevail.

## 190 2. SERIES PARTNERSHIP ARRANGEMENT

191 2.1 **Establishment of the Series Partnership Arrangement:** The parties will establish a long-term  
192 partnership arrangement on the terms and conditions set out in this Series MoU and each  
193 Season MoU with the intention that provided a Season:

194 (a) qualifies for the NZSPG in accordance with the NZSPG Criteria in all other respects, and

195 (b) satisfies all the requirements of this Series MoU and the Season MoU for that Season,

196 that such Season will qualify for the 5% Uplift in accordance with the NZSPG Criteria, this Series  
197 MoU and the relevant Series MoU.

198 This Series MoU is intended to govern the availability of the 5% Uplift for each of the currently  
199 planned five Seasons of the Series. Except where this Series MoU has been terminated earlier in  
200 accordance with its terms, if Amazon intends to produce more than five Seasons using New  
201 Zealand as the production base, and location, for UAP, the parties will discuss the availability and  
202 applicability of the 5% Uplift for such additional Seasons. The parties acknowledge that the New  
203 Zealand Government is not obligated to extend the 5% Uplift beyond the currently planned five  
204 Seasons under this MoU. Notwithstanding the foregoing, the parties recognize the significance  
205 of film incentives for the attraction and retention of productions, as well as the value proposition  
206 of UAP and the Series MoU for New Zealand and Amazon, and will accordingly explore the  
207 opportunity to extend this partnership arrangement for additional seasons under the NZSPG and  
208 5% Uplift, or other available film incentive programs.

209 2.2 **Two-tiered MoU structure:** This Series MoU establishes a two-tier framework for GSR to apply  
210 for the 5% Uplift for each Season as follows:

211 (a) this Series MoU is an overarching Memorandum of Understanding the purpose of which  
212 is to span the entire Series and to set out the principles for the partnership arrangement  
213 and any deliverables or commitments that can be identified at the outset to apply to  
214 every Season; and

215 (b) a separate Season MoU for each Season, setting out the specific deliverables and  
216 commitments required for that Season to qualify for the 5% Uplift;

217 (c) for the purposes of administration of the NZSPG and the 5% Uplift, Amazon and GSR  
218 agree and acknowledge that:

219 (i) neither Amazon nor GSR will be entitled to the 5% Uplift for any Season unless  
220 the parties have been able to agree the terms of the Season MoU for that specific  
221 Season. This Series MoU does not impose any obligation on any of the parties to  
222 conclude the terms of a Season MoU except on terms mutually satisfactory to  
223 each of them (at their sole discretion);

- 224 (ii) to maximise Amazon’s ability to qualify for the 5% Uplift in respect of a Season, it  
225 will be optimal (but not mandatory) for the terms of each Season MoU (excluding  
226 the Season One MoU) to be agreed prior to the commencement of principal  
227 photography for that Season;
- 228 (iii) for each individual Season, GSR is to register with the NZFC for the NZSPG for that  
229 Season and that Season’s QNZPE is to be recorded accordingly;
- 230 (iv) for each Season, GSR must separately apply to the NZFC, on behalf of the SEB  
231 Verification Panel; for the 5% Uplift for that Season;
- 232 (v) each Season’s application for the 5% Uplift will be assessed on an individual basis  
233 by the SEB Verification Panel and the NZSPG Panel (as the case may be), to  
234 provide the assessment of that Season’s eligibility for the 5% Uplift; and
- 235 (vi) subject to the parties having agreed the terms of a Season MoU in respect of the  
236 relevant Season, GSR will then be entitled to make a final application, including  
237 for the 5% Uplift, following the Completion (as that term is defined in the NZSPG  
238 Criteria) of that Season.

239 **2.3 Core activities and key deliverables:** The core activities and the key deliverables of the  
240 partnership arrangement described in this Series MoU will be:

- 241 (a) the New Zealand Branding Activities set out in Schedule 1 to leverage certain UAP assets  
242 to empower New Zealand to continue to materially and substantially increase the depth  
243 and breadth of New Zealand’s existing association with LOTR, with a view to  
244 strengthening New Zealand’s brand internationally including international tourism to  
245 New Zealand, in respect of which Amazon’s principal engagement will be with TNZ;
- 246 (b) the Innovation Programme set out in Schedule 2, which is designed to build a  
247 relationship between New Zealand and Amazon.com, Inc.’s group of companies, of which  
248 Amazon is a member (together the **Amazon Group**), to feature New Zealand with global  
249 Amazon companies and business teams, and explore opportunities for additional  
250 collaboration, including R&D initiatives with New Zealand businesses and regional  
251 economic development in New Zealand, in respect of which Amazon’s principal  
252 engagement will be with MBIE; and
- 253 (c) the Screen Sector Programme set out in Schedule 3 to:
- 254 (i) foster the ongoing development of New Zealand’s screen sector, including  
255 training opportunities and potential initiatives to advance technology in this  
256 sector;
- 257 (ii) support the development of long-term business and creative clusters. This work  
258 programme also recognises that UAP presents an opportunity for New Zealand  
259 local partners, including in Auckland, to work with Amazon to build clusters of  
260 business and entrepreneurship that can retain the economic development  
261 benefits from the Series, and develop industry capability through film creation and  
262 co-working across a broad range of screen and digital production activities, in  
263 respect of which Amazon’s principal engagement will be with NZFC (supported,  
264 where appropriate by MBIE); and
- 265 (d) the establishment and management of the Innovation Fund set out in Schedule 4; and



266 (e) such other deliverables, initiatives and activities as the parties explicitly agree to in  
267 writing from time to time, whether by way of an amendment to this Series MoU or as  
268 described in a Season MoU.

269 2.4 **Core principles of the Partnership Arrangement:** The core principles underpinning this Series  
270 MoU and the Series' eligibility for the 5% Uplift are that Amazon must demonstrate the provision  
271 of value to New Zealand that meets or exceeds the value of the 5% Uplift, which will include:

272 (a) an ongoing commitment by Amazon to providing deliverables that are agreed-upon and  
273 tangible, as well as providing reasonable assurance to New Zealand agencies that the  
274 related benefits for New Zealand are realisable as described in this Series MoU;

275 (b) deliverables that are specific and measurable;

276 (c) where a deliverable or commitment is sufficiently defined, any necessary approvals from  
277 relevant rightsholders will be secured by Amazon, at its sole discretion following  
278 meaningful consultation with rightsholders as necessary. Amazon's rights to fully  
279 market, promote, advertise and distribute UAP extend to collaborating with the New  
280 Zealand agencies. Accordingly, such approvals or consents will not disrupt the  
281 partnership arrangement between Amazon and the New Zealand agencies under this  
282 Series MoU or the relevant Season MoU (as the case may be);

283 (d) mechanisms to provide commensurate benefits to New Zealand acceptable to the New  
284 Zealand agencies (if the agreed-upon commitments or deliverables cannot be delivered  
285 or Amazon's best efforts to obtain necessary consents or approvals are unsuccessful);

286 (e) except as otherwise agreed in writing, or enumerated in Schedule 4 (Innovation Fund),  
287 each of the parties will bear its own costs incurred in the performance of its obligations  
288 under this Series MoU and any Season MoU;

289 (f) exclusivity for New Zealand of association rights with UAP satisfactory to the New  
290 Zealand agencies;

291 (g) an ongoing commitment by Amazon to coordinating and working with the New Zealand  
292 agencies to disperse the economic benefit of UAP across New Zealand, including to  
293 regional communities;

294 (h) an expectation that Amazon will continue to engage and collaborate meaningfully with  
295 the New Zealand agencies, and leverage UAP assets to empower the New Zealand  
296 agencies to achieve their goals as expressed in this Series MoU; and

297 (i) Amazon's commitments being honoured in accordance with the spirit of the partnership  
298 arrangement established by this Series MoU and any relevant Season MoU, and in  
299 conformity with the purpose and intent of the NZSPG Criteria.

300 2.5 **Working principles of the Partnership:** The parties acknowledge that to enable Amazon to be  
301 able to satisfy the terms and conditions of this Series MoU and any relevant Season MoU,  
302 Amazon, GSR and the New Zealand agencies agree to:

303 (a) work with one another in an open and constructive manner;

304 (b) seek to provide the other parties with reasonable advance notice of requests, a  
305 reasonable opportunity to provide input and feedback, and for the consulting party to  
306 consider such input and feedback in good faith;

- 307 (c) the New Zealand agencies will seek to align their production-related requests with  
308 Amazon/GSR production operations, project schedules and cast and crew availability, so  
309 as to avoid disruption to the production process and to enable Amazon to appropriately  
310 support and to approve the New Zealand agencies' production-related requests; and
- 311 (d) New Zealand requests will be submitted to Amazon for review in advance before  
312 execution, Amazon will grant approvals on a case-by-case or campaign/promotion basis,  
313 and the New Zealand agencies further acknowledges that they may not release any UAP  
314 production assets without prior written consent and approval from Amazon.

315 2.6 **Amazon's engagement with rightsholders:** Amazon will collaborate with the New Zealand  
316 agencies as contemplated by this Series MoU and any relevant Season MoU to support the New  
317 Zealand agencies' requests related to deliverables or commitments in such MoUs. Where  
318 Amazon is required to consult with relevant LOTR rightsholders in the exercise of Amazon's  
319 rights to market, promote, advertise and distribute UAP, the New Zealand agencies acknowledge  
320 that Amazon retains the sole discretion as to how to undertake such consultation with relevant  
321 rightsholders.

322 Commercial Information

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339 2.8 **For the benefit of New Zealand:** Amazon agrees that:

- 340 (a) the New Zealand agencies are entering this Series MoU and each Season MoU for the  
341 benefit of themselves and other New Zealand government agencies reasonably approved  
342 by Amazon; and
- 343 (b) all rights, licenses and other benefits provided to any of the New Zealand agencies under  
344 this Series MoU or any Season MoU can be used by, and for the benefit of, all such other  
345 New Zealand governmental agencies in a manner consistent with the spirit and intention  
346 of this Series MoU to benefit the Series, the New Zealand screen industry and New  
347 Zealand generally, subject to all restrictions imposed on Amazon by the respective LOTR  
348 rightsholders and all restrictions imposed by Amazon on the New Zealand agencies as  
349 expressly set out in the Series MoU or any Season MoU.

- 350 2.9 **Actual benefits to New Zealand to be commensurate with the 5% Uplift:** Amazon and GSR  
351 acknowledge that to qualify for the 5% Uplift for any Season:
- 352 (a) the SEB Verification Panel needs to have been satisfied that the value to be provided to  
353 New Zealand under this Series MoU and the relevant Season MoU meets or exceeds the  
354 value of the 5% Uplift for that Season;
- 355 (b) if the agreed-upon commitments or deliverables are delayed or cannot be delivered to  
356 the New Zealand agencies for reasons beyond Amazon's and GSR's reasonable control  
357 (including, but not limited to, Force Majeure), or Amazon's best efforts to obtain  
358 necessary rightsholders' consents or approvals are unsuccessful, Amazon and/or GSR  
359 will:
- 360 (i) promptly give notice to the New Zealand agencies that the agreed-upon  
361 commitments or deliverables cannot be delivered or that the necessary  
362 rightsholders' consents or approvals have not been secured;
- 363 (ii) proactively seek the agreement of the New Zealand agencies for Amazon and/or  
364 GSR to deliver alternative commitments or deliverables to the New Zealand  
365 agencies to ensure that the value of the benefits or deliverables received by the  
366 New Zealand agencies for that Season will meet or exceed the value of the 5%  
367 Uplift for the Season; and
- 368 (iii) deliver such alternative commitments or deliverables on the terms agreed by the  
369 New Zealand agencies,
- 370 and the New Zealand agencies will seek to work constructively with Amazon and GSR in  
371 good faith to identify and to agree suitable alternative arrangements, within an  
372 appropriate timeframe, to enable that Season to qualify for the 5% Uplift provided that  
373 in any event, in order to so qualify, Amazon must deliver value to New Zealand that the  
374 SEB Verification Panel considers meets or exceeds the value of the 5% Uplift.
- 375 2.10 **Parties to continue to identify benefits for New Zealand:** The parties recognise that it is not  
376 possible to identify all opportunities which might arise from UAP being produced in New  
377 Zealand. During the term of this Series MoU, the parties will continue to explore emerging  
378 opportunities consistent with the partnering spirit of this Series MoU which, if agreed, could be  
379 incorporated into a Season MoU.
- 380 2.11 **Exclusivity for New Zealand:** To qualify for the 5% Uplift for each Season, Amazon shall grant to  
381 the New Zealand agencies, on terms to be agreed in relation to each relevant Season MoU, the  
382 sole and exclusive rights worldwide to:
- 383 (a) identify and market New Zealand as the production base and location for UAP; and  
384 (b) identify and to promote locations as having been used in the production of UAP; and  
385 these rights shall include:
- 386 (c) the right to utilize Amazon's UAP assets for marketing campaigns and tourism  
387 promotions associated with the LOTR worlds created by Amazon in New Zealand for UAP,  
388 in accordance with the Series MoU terms herein; and
- 389 (d) New Zealand's right to promote its association with UAP on a strictly-limited Series basis  
390 as the "100% Home of UAP".

391 Such rights shall continue so long as New Zealand is the production base and location for UAP  
392 (which shall be determined on a complete Season-by-Season basis and subject to clause 7.8).  
393 The rights set forth in this clause 2.11 shall be subject to reasonable restrictions as may be  
394 determined by Amazon to preserve the confidentiality, production timeline, and release of the  
395 Series. Additionally, such rights shall not preclude Amazon from pursuing film incentives in other  
396 jurisdictions, nor crediting additional production locations, for UAP.

397 **2.12 Other locations:** The New Zealand agencies acknowledge that in some instances, for the  
398 requirements of the production, Amazon may consider that it is necessary to use locations or  
399 production facilities outside New Zealand for production purposes. Accordingly:

400 (a) Amazon will commit to using New Zealand as the location for all production/phases of  
401 principal photography except where the production or creative expression of the cast  
402 and crew of the Series requires a landscape or a production facility/capability not  
403 available in New Zealand; provided that

404 (b) where Amazon/GSR is contemplating undertaking part of the production outside of New  
405 Zealand, to the extent Amazon/GSR can provide NZFC reasonable prior notice without  
406 negatively impacting production or talent schedules, Amazon/GSR shall provide NZFC  
407 with reasonable prior notice which shall include an explanation of the reasons why it is  
408 deemed necessary to undertake that production phase outside of New Zealand (subject  
409 to the NZFC maintaining strict confidentiality on terms approved by Amazon acting  
410 reasonably); and

411 (c) NZFC will be provided a reasonable opportunity to identify a relevant landscape and/or  
412 available production capability within New Zealand that may be suitable for  
413 Amazon/GSR's requirements, provided, however, that Amazon/GSR shall retain the  
414 ability to determine, at its sole discretion, the production location and use of production  
415 capabilities identified by NZFC.

### 416 **3. APPLICATION FOR NZSPG AND THE 5% UPLIFT**

417 **3.1 QNZPE Thresholds:** Amazon and GSR acknowledge that, as contemplated by the NZSPG Criteria:

418 (a) to be eligible for the 5% Uplift, the NZSPG Criteria require that the applicant must have  
419 incurred QNZPE of at least NZ\$100 million in the five years prior to the date of the  
420 applicant's invitation;

421 (b) as neither Amazon nor GSR have previously incurred QNZPE, neither the Series nor any  
422 Season will be eligible for the 5% Uplift in respect of the first NZ\$100 million of QNZPE  
423 incurred by GSR in respect of the Series;

424 (c) the first NZ\$100 million of QNZPE incurred by GSR in respect of the Series will be  
425 ineligible for the 5% Uplift and will be excluded from any application for the 5% Uplift;

426 (d) QNZPE associated with BTS production would be eligible for the 20% International Grant  
427 and, if the requirements of the relevant Season MoU have been satisfied, the 5% Uplift,  
428 provided the additional BTS audiovisual content is captured or created concurrently with  
429 associated expenditure incurred during the production, and the release timing and  
430 cadence is "released with the production in some form" (i.e., episodic release between  
431 episodes or seasons, but not a standalone documentary). This standard is established in  
432 the 2017 NZSPG Criteria for International Productions, QNZPE, 17.3(b) specific inclusions,  
433 additional audiovisual content; and

434 (e) Innovation Fund grants that qualify as QNZPE will be eligible for the 20% International  
435 Grant and, if the requirements of the relevant Season MoU have been satisfied, the 5%  
436 Uplift.

437 **3.2 Interim and final applications:** The parties agree and acknowledge that:

438 (a) for each Season, GSR will be entitled to make one or more interim applications (under  
439 Section 5 of the NZSPG Criteria) for the 20% International Grant prior to delivery of all  
440 deliverables required by this Series MoU and the relevant Season MoU; and

441 (b) (provided always that the NZSPG Criteria have been satisfied for that Season) NZFC will  
442 not decline or delay approval for any interim application (under Section 5 of the NZSPG  
443 Criteria) and payment of any of the 20% International Grant approved for an interim  
444 application by reason of any of the Marketing Activities being at that time prospective;  
445 and

446 (c) GSR will only be entitled to apply for a final NZSPG Certificate and the 5% Uplift for the  
447 Series after Amazon and/or GSR have performed or procured delivery of all deliverables  
448 under the Season MoU and all relevant deliverables under this Series MoU to date in  
449 good faith and have not evinced any intention to not continue to do so.

450 **3.3 5% Uplift application for each Season:** Subject to Amazon's and GSR's continuing acceptance of  
451 the position set out in clause 3.1, having regard to the nature and the scope of the Series and the  
452 economic benefits to New Zealand that Amazon has agreed to deliver to the New Zealand  
453 agencies under this Series MoU and each Season MoU, both MBIE and NZFC acknowledge that  
454 notwithstanding any term of the NZPSG Criteria to the contrary:

455 (a) GSR and the Series will be eligible to apply for the 5% Uplift for the Series' QNZPE  
456 excluding the first NZ\$100 million of the Series' QNZPE; and

457 (b) for each Season, GSR will be eligible to apply for the 5% Uplift for that Season within six  
458 months of Completion (as that term is defined in the NZSPG Criteria) of the production of  
459 that Season.

460 **3.4 Eligibility for 5% Uplift:** For the avoidance of doubt, Amazon and GSR acknowledge and agree  
461 that if the requirements set out in this Series MoU, any applicable Season MoU and the NZSPG  
462 Criteria relating to the 5% Uplift, including the requirements of the Significant Economic Benefits  
463 Points Test (as that term is defined in the NZSPG Criteria) have not been met in respect of a  
464 Season, then GSR will not qualify for the 5% Uplift for that Season.

## 465 **4. RELATIONSHIP MANAGEMENT**

466 **4.1 Monitoring and provision of information:** The parties acknowledge and agree that:

467 (a) the activities contemplated by this Series MoU and/or a Season MoU will require an  
468 open, constructive and effective ongoing relationship between:

469 (i) Amazon and/or GSR, and;

470 (ii) MBIE, TNZ and/or the NZFC (as the case may be); and

471 to achieve the parties' objectives for this Series MoU and each Season MoU;

- 472 (b) there is a need for an efficient and effective approvals processes, to obtain the  
473 appropriate clearances, and to secure the appropriate rights for the New Zealand  
474 agencies and other relevant New Zealand organisations – as facilitated and managed by  
475 or on behalf of MBIE, TNZ and/or the NZFC in meaningful consultation with Amazon to  
476 leverage UAP assets in a timely manner;
- 477 (c) in addition to the detailed approvals processes agreed by the parties, the parties will  
478 continue to seek to identify and to explore ways to more efficiently and effectively  
479 achieve their objectives; and
- 480 (d) recognising that the New Zealand agencies must be able to measure and monitor the  
481 proper performance by Amazon and GSR of their respective obligations under this Series  
482 MoU and any relevant Season MoU, both Amazon and GSR will provide all information  
483 reasonably necessary to enable the New Zealand agencies to perform this measuring,  
484 monitoring and compliance function including providing the reports and information  
485 specified in this Series MoU or in a Season MoU, provided, however, that:
- 486 (i) nothing in this Series MoU shall require Amazon or GSR to share any information  
487 that is confidential, proprietary or privileged; and
- 488 (ii) Amazon and GSR acknowledge that if they withhold any such information (which  
489 they are entitled to do) this could adversely affect the ability of the New Zealand  
490 agencies to measure and monitor Amazon and GSR's delivery of the agreed  
491 deliverables and commitments, which could, in turn, adversely affect Amazon  
492 and GSR's ability to qualify for the 5% Uplift.

493 **4.2 Key contacts for each party:** Each party will nominate, in writing, from time to time, a person to  
494 act as that party's key point of contact for all matters relating to this Series MoU and any  
495 relevant Season MoU. As at the date of this Series MoU, the key contact for:

- 496 (a) MBIE is Robyn Henderson (robyn.henderson@mbie.govt.nz);
- 497 (b) TNZ is Lauren Vosper (lauren.vosper@tnz.govt.nz);
- 498 (c) NZFC is Catherine Bates (catherine.bates@nzfilm.co.nz);
- 499 (d) Amazon is Tom Florino (Privacy of natural ); and
- 500 (e) GSR is Callum Greene (Privacy of natural ).

501 **4.3 Role of key contacts:** The role of the key contacts will be to:

- 502 (a) coordinate the actions resulting from this Series MoU and any relevant Season MoU with  
503 the other key contacts;
- 504 (b) manage the performance by the key contact's nominating party of the nominating  
505 party's obligations under this Series MoU and any relevant Season MoU in a timely and  
506 effective manner;
- 507 (c) enable each of the New Zealand agencies to exercise its rights conferred under the  
508 Series MoU and any relevant Season MoU in a timely and effective manner to maximise  
509 the economic benefit to New Zealand of this Series MoU and any relevant Season MoU;
- 510 (d) seek to minimize duplication of effort and disruption to the production of UAP,

511 and where an issue arises between Amazon or GSR's key contact, on the one hand, and any of  
512 MBIE's, TNZ's or NZFC's key contact on the other, that issue can be escalated to the strategic  
513 contacts to resolve.

514 4.4 **Strategic contacts:** In addition to the role of the key contacts, the parties acknowledge the  
515 benefit of having:

516 (a) a strategic contact to represent Amazon and GSR; and

517 (b) a strategic contact to represent all of the New Zealand agencies,

518 to work together to ensure that the relationship between Amazon/GSR on the one hand, and  
519 any or all of the New Zealand agencies (and other New Zealand organisation taking the benefit  
520 of the deliverables of this Series MoU or a Season MoU), is being properly conducted so as to  
521 achieve all of the deliverables and outputs for the New Zealand agencies, which will, in turn,  
522 enable GSR to qualify for the 5% Uplift in respect of each Season. As at the date of this Series  
523 MoU:

524 (c) Amazon/GSR's strategic contact is Tom Florino (Privacy of natural ); and

525 (d) the New Zealand agencies is Paul Stocks (paul.stocks@mbie.govt.nz).

526 4.5 **Role of strategic contacts:** The role of the strategic contacts will be to:

527 (a) maintain a constructive and close working relationship, acting in good faith for the  
528 duration of this Series MoU; and

529 (b) to escalate any issues or difficulties identified to them by any of their relevant parties  
530 concerning the operation or implementation of this Series MoU and any Season MoU.

531 4.6 **No surprises:** The parties agree and acknowledge that they will:

532 (a) act in good faith towards one another; and

533 (b) will operate on a 'no surprises' policy as between one another that keeps all of the  
534 parties informed of potentially contentious issues and/or issues that may have a  
535 significant impact on the current and ongoing operation or implementation of this Series  
536 MoU or a Season MoU.

## 537 5. APPROVAL RIGHTS

538 5.1 **Approval rights:** Subject to clause 2.9, where:

539 (a) a party has a right of approval under this Series MoU or any Season MoU, each such right  
540 will be exercised by that party acting reasonably and without unnecessary delay; and

541 (b) any right under, or activity contemplated by, this Series MoU or any Season MoU is  
542 subject to cast or talent approval or release,

543 Amazon will use all reasonable, good faith efforts to obtain such approval or release, on behalf  
544 of the New Zealand agencies, in connection with the New Zealand agencies' marketing and  
545 promotional activities including for use on relevant websites and social media channels and  
546 released to media as otherwise agreed between the parties.

- 547 5.2 **Use of UAP Content:** Notwithstanding any other term of this Series MoU, the New Zealand  
548 agencies agree that:
- 549 (a) any UAP Content used for the purposes of this Series MoU or any relevant Season MoU  
550 will be owned by Amazon;
- 551 (b) any use by any of them of any UAP Content under this Series MoU or any Season MoU  
552 will be subject to any Amazon, talent and individual approvals as contemplated in  
553 Schedule 2;
- 554 (c) the New Zealand agencies will be responsible for all of their costs and any third party  
555 costs associated with the usage of such UAP Content where such usage goes beyond the  
556 scope of what is agreed under this Series MoU or any relevant Season MoU; and
- 557 (d) the New Zealand agencies will not publicly release any UAP Content that has not  
558 previously been publicly published by Amazon except as otherwise approved by Amazon  
559 in writing.
- 560 5.3 **Amazon representations and warranties:** Amazon represents and warrants to the New Zealand  
561 agencies that:
- 562 (a) the New Zealand agencies are authorised to use UAP Content in accordance with any use  
563 and timing approved under this Series MoU or any relevant Season MoU without seeking  
564 additional written consent; and
- 565 (b) the LOTR rightsholders have approved the rights granted to the New Zealand agencies by  
566 Amazon under this Series MoU and any Season MoU, or such rights granted to the New  
567 Zealand agencies do not require the consent or approval of the LOTR rightsholders.
- 568 5.4 **Approval process:** The parties will agree a detailed approval process to efficiently and  
569 effectively manage approvals (including brand guidelines and the role of the relevant New  
570 Zealand agency to approve New Zealand brand marks and/or the words “New Zealand” and how  
571 such brands are to be used in promotional material and events).
- 572 6. **DISPUTES**
- 573 6.1 **Disputes:** If any party becomes aware of any dispute, failure to agree, difference or question  
574 arising out of, or in connection with, this Series MoU, any Season MoU, or the performance,  
575 interpretation, breach or termination of this Series MoU or any Season MoU (in each case a  
576 **Dispute**), that party’s strategic contact will give written notice of the Dispute to the other  
577 strategic contact and the parties will seek to resolve the Dispute by good faith negotiations.
- 578 6.2 **Litigation:** If the Dispute cannot be resolved within 30 days after the Dispute notice has been  
579 given, the Dispute can be referred by any party to the exclusive jurisdiction of the courts of New  
580 Zealand, subject to the provisions of clause 8.1, below.
- 581 6.3 **Limitations on NZ agencies’ remedies:** The New Zealand agencies agree that if Amazon and/or  
582 GSR are in breach of any of their obligations under this Series MoU or any Season MoU the New  
583 Zealand agencies’ remedies are limited to:
- 584 (a) the Series or the Season (as the case may be) being rendered ineligible for the 5% Uplift;  
585 and



- 586 (b) where applicable, an action for damages, provided, however, Amazon, GSR, nor their  
587 respective affiliates, shall be liable for:
- 588 (i) any indirect, exemplary, incidental, speculative, punitive, special, consequential  
589 or similar damages; or
- 590 (ii) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value,  
591 losses or payments that, in respect of any Season and the applicable Season  
592 MoU, exceed the amount of the 5% Uplift received by, or payable to, the  
593 applicant in respect of that Season, provided that this limitation does not apply to  
594 any damages, liabilities, fees, costs, expenses, penalties, diminishments in value,  
595 losses or payments incurred by any of the New Zealand agencies as a result of a  
596 breach by Amazon of clause 5.3;

597 and for the avoidance of doubt, the New Zealand agencies:

- 598 (c) waive any right to interfere, enjoin or otherwise restrain or attempt to do any of the  
599 foregoing in connection with the development, production, distribution, advertising,  
600 promotion or other exploitation of UAP; and
- 601 (d) will not seek, or be entitled to, injunctive or other equitable relief for breach by either of  
602 GSR or Amazon of their obligations under this Series MoU or any Season MoU.

603 Notwithstanding the generality of the foregoing and subject to the requirements of the NZSPG  
604 Criteria, if Amazon or GSR is in breach of their obligations under this Series MoU or any Season  
605 MoU, the New Zealand agencies shall provide written notice to Amazon or GSR, as the case may  
606 be, as well as a reasonable opportunity to cure such breach, which shall in no event be less than  
607 30 days, prior to exercising any remedies. For the avoidance of doubt, a failure by Amazon or  
608 GSR to have delivered an agreed deliverable or a commitment within the agreed timeframe  
609 under any Season MoU will not constitute a breach of that Season MoU and clause 2.9(b) will  
610 apply.

611 **6.4 Limitations on Amazon and GSR's remedies:** Amazon and GSR agree that if any of the New  
612 Zealand agencies is in breach of any of its obligations under this Series MoU or any Season MoU,  
613 such that:

- 614 (a) Amazon and/or GSR are unable to properly perform their obligations under this Series  
615 MoU and the relevant Season MoU; and
- 616 (b) as a direct result of such breach, Amazon and/or GSR do not qualify for the 5% Uplift in  
617 respect of that Season,

618 Amazon and/or GSR's remedies are limited to damages in the amount of the 5% Uplift that  
619 would have otherwise been payable to Amazon and/or GSR but for the New Zealand agency's  
620 breach, and for the avoidance of doubt, neither Amazon nor GSR will:

- 621 (c) seek to interfere, enjoin or otherwise restrain or attempt to do any of the foregoing in  
622 connection with the exercise by the New Zealand agencies of their rights under this  
623 Series MoU and any Season MoU; and
- 624 (d) will seek, or be entitled to, injunctive or other equitable relief for breach by any of the  
625 New Zealand agencies of their obligations under this Series MoU or any Season MoU.

626 7. **TERM AND TERMINATION**

627 7.1 **Term:** This Series MoU will come into effect on the date that is signed by all the parties and will  
628 continue until:

- 629 (a) the delivery by Amazon and/or GSR of all the benefits and deliverables to be delivered by  
630 either of them under this Series MoU or any relevant Season MoU;
- 631 (b) the termination of this Series MoU in accordance with its terms; or
- 632 (c) such other date as all the parties agree in writing.

633 7.2 **If a Season is ineligible for the 5% Uplift:** If at any time GSR is advised in writing by the NZFC, in  
634 its capacity as administrator of the NZSPG, that GSR does not, or will not, qualify for the 5%  
635 Uplift in respect of an individual Season due to:

- 636 (a) a breach or default by Amazon or GSR of this Series MoU in respect of that Season or the  
637 relevant Season MoU; or
- 638 (b) any other circumstance of default or breach of a material term or condition of this Series  
639 MoU as it relates to that Season or of the relevant Season MoU,

640 Amazon and NZFC will discuss the situation in good faith and seek to reach agreement as to how  
641 to remedy such default and/or breach within a timeframe specified by NZFC (acting reasonably)  
642 or to identify some other way in which Amazon can deliver other significant economic benefits  
643 to New Zealand capable of qualifying for the 5% Uplift that are acceptable to the SEB Verification  
644 Panel. Amazon and GSR will then be provided an opportunity to cure any such failure to qualify  
645 for the 5% Uplift within the timeframe specified by NZFC (acting reasonably).

646 7.3 **Termination in respect of that Season:** If neither Amazon nor GSR cures any such failure to  
647 qualify for the 5% Uplift in respect of an individual Season within the timeframe specified by  
648 NZFC (acting reasonably), then:

- 649 (a) GSR and Amazon can terminate the relevant Season MoU, with immediate effect by  
650 giving written notice to NZFC; and
- 651 (b) subject to clause 7.4, neither GSR nor Amazon will have any further obligation under this  
652 Series MoU, or the relevant Season MoU, in respect of that Season; and
- 653 (c) should for any reason the 5% Uplift not be granted for a particular Season, and the  
654 Innovation Fund disbursement for that Season has yet to be released, that disbursement  
655 would be suspended, since it is a component of the Series MoU and Season MoU  
656 between Amazon and the New Zealand agencies under the partnership arrangement  
657 frameworks for the 5% Uplift.

658 7.4 **Effect of termination under clause 7.3:** Upon termination of a Season MoU under clause 7.3, no  
659 party will have any further obligation to any other party under this Series MoU as it relates to  
660 that Season, nor under the relevant Season MoU, except pursuant to clause 8.12. Such  
661 termination will have no effect on the ability of any of the New Zealand agencies to continue to  
662 exercise the rights and benefits granted to them by Amazon and/or GSR under the Series MoU or  
663 the Season MoU.

664 7.5 **If the Series becomes ineligible for the 5% Uplift:** If GSR and/or Amazon is advised by the NZFC,  
665 in its capacity as administrator of the NZSPG, at any time in writing that the Series is not, or will

- 666 not be, eligible for the 5% Uplift for any reason, including the revocation of the NZSPG by the  
667 New Zealand Government:
- 668 (a) Amazon can terminate this Series MoU and any relevant Season MoU with immediate  
669 effect by giving written notice to NZFC; and
- 670 (b) subject to clauses 7.8 and 8.12, if Amazon terminates this Series MoU and any relevant  
671 Season MoU under clause 7.5(a), no party will have any further obligation under this  
672 Series MoU as it relates to that Season nor any relevant Season MoU as it relates to any  
673 Season that is ineligible for the 5% Uplift except pursuant to those provisions that are by  
674 their nature intended to survive termination (including clauses [to be updated]) which  
675 will survive any such termination.
- 676 **7.6 If New Zealand ceases to be the Series location:** If Amazon determines that New Zealand will  
677 no longer be the Series location in respect of any Season:
- 678 (a) Amazon will give written notice to the NZFC of Amazon's decision to relocate the  
679 production of UAP, not less than twelve (12) months before any public announcement  
680 about the new Series location; and
- 681 (b) no subsequent Season of UAP will be eligible for the 5% Uplift.
- 682 **7.7 Actions following notice of Series relocation:** Upon the NZFC's receipt of such written notice,  
683 unless the NZFC has accepted the final application for the NZSPG for the then-current Season:
- 684 (a) the parties will meet within 10 Business Days to discuss the then-current Season MoU (if  
685 any), the extent to which the parties have performed their respective obligations under  
686 the then-current Season MoU and their respective preferences (whether to continue to  
687 perform the Season MoU or to terminate the Season MoU);
- 688 (b) following the conclusion of these discussions, any party can terminate this Series MoU  
689 and the then-current Season MoU by giving written notice to the other parties within 20  
690 Business Days;
- 691 (c) if Amazon or GSR terminates this Series MoU and the then-current Season MoU by giving  
692 written notice under clause 7.7(b), Amazon will promptly pay, upon receipt of such  
693 records or information as are reasonably available to the New Zealand agencies (using  
694 their existing systems and procedures for internal time recording):
- 695 (i) the internal costs of each of the New Zealand agencies incurred in good faith to  
696 realise the benefits contemplated by that Season MoU, calculated by applying the  
697 New Zealand agency's actual personnel costs for the period between the signing  
698 of the Season MoU and the date of termination, plus a 20% margin for  
699 overheads; and
- 700 (ii) the actual third party costs incurred by any of the New Zealand agencies in good  
701 faith to realise the benefits contemplated by that Season MoU, between the date  
702 of the Season MoU and the date of termination,
- 703 provided that the total sum of the amounts referred to (i) and (ii) does not exceed  
704 NZ\$7.5 million.
- 705 **7.8 Termination to have no effect in respect of completed Seasons:** Notwithstanding any other  
706 term of this Series MoU, if this Series MoU is terminated under clause 7.5(a) or 7.7:

- 707 (a) the exclusive worldwide right granted to the New Zealand agencies, on behalf of New  
708 Zealand, to be marketed as the production base, and location, for the Series will continue  
709 until twelve months after the worldwide release on Amazon Prime of the entire final  
710 Season for which New Zealand was the announced Series location (the **expiry date**); and
- 711 (b) the exclusive right to identify and to promote New Zealand locations as having been used  
712 in the production of the Series will continue until the expiry date; and

713 except as specified in clauses 7.8(a) and 7.8(b), such termination will have no effect on the rights  
714 of any party, or the obligations of any party, under this Series MoU or any Season MoU in  
715 respect of any part of the Series or any Season that has received the 5% Uplift. For the  
716 avoidance of doubt, such termination will not affect the continued use of any Series Content or  
717 any reference to UAP in connection with the identification and promotion of New Zealand and  
718 its locations previously authorised by Amazon under any Season MoU that has received the 5%  
719 Uplift.

## 720 8. GENERAL

721 8.1 **Governing law:** This Series MoU will be governed by and construed in accordance with the laws  
722 of New Zealand, excluding the conflict of law rules and the conflict of law principles of any other  
723 jurisdiction. The parties submit to the exclusive jurisdiction of the courts of New Zealand.  
724 Notwithstanding the generality of the foregoing, the use, interpretation, and enforcement of any  
725 intellectual property rights from any and all LOTR rightsholders shall be governed by the choice  
726 of law and venue provisions in the agreements granting such rights to Amazon.

727 8.2 **Legally binding:** This Series MoU is intended to create legally binding relations between the  
728 parties and is a legally binding agreement. If circumstances prevent Amazon and/or GSR from  
729 being able to provide any of the elements contemplated hereby, the parties agree to negotiate  
730 in good faith a mutually agreeable alternative of not less than commensurate benefit to the New  
731 Zealand agencies.

732 8.3 **Liability:** Any obligation by Amazon or GSR will be binding on each of them jointly and severally.  
733 Any obligations of any of MBIE, TNZ or NZFC will be several and not joint. Amazon and GSR will  
734 be liable to New Zealand agencies for any cost, claim, loss or liability suffered or incurred by any  
735 of them arising directly or indirectly in respect of the use by any of them of any Series Content in  
736 a manner authorised by Amazon or GSR in accordance with this Series MoU or any relevant  
737 Season MoU.

738 8.4 **International probity:** Each of the parties confirms to each of the other parties that to the best  
739 of its knowledge and belief:

740 (a) neither it and nor any of its financial institution(s) are subject to sanctions or otherwise  
741 designated on any list of prohibited or restricted parties or owned or controlled by such a  
742 party, including but not limited to the lists maintained by the United Nations Security  
743 Council, the US Government (e.g., the US Department of Treasury's Specially Designated  
744 Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's  
745 Entity List), the European Union or its member states, or other applicable government  
746 authority; and

747 (b) it will not directly or indirectly export, re-export, transmit, or cause to be exported, re-  
748 exported or transmitted, any commodities, software or technology (**Items**) to any  
749 country, individual, corporation, organization, or entity to which such export, re-export,  
750 or transmission is restricted or prohibited, including any country, individual, corporation,  
751 organization, or entity under sanctions or embargoes administered by the United

752 Nations, US Departments of State, Treasury or Commerce, the European Union, or any  
753 other applicable government authority.

754 **8.5 Public announcements:** Any public announcement concerning this Series MoU, including  
755 content and timing of any public announcement, will be jointly agreed in writing in advance  
756 between the parties and in any event will not be made prior to receipt by the relevant New  
757 Zealand agency of Amazon's written approval.

758 **8.6 Service of Notices:** A notice, demand, consent or communication under this agreement (a  
759 **Notice**) must be:

760 (a) in writing and in English directed to the recipient's address for Notices specified in the  
761 Details, as varied by any Notice; and

762 (b) hand delivered or sent by pre-paid post or email to that address.

763 **8.7 Effective on receipt:** A Notice given in accordance with clause 8.6 takes effect when received  
764 (or at the later time specified in the Notice), and is taken to be received:

765 (a) if hand delivered, on delivery;

766 (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business  
767 Days after the date of posting if posted to, or from, outside New Zealand); and

768 (c) if sent by email:

769 (i) if sent between the hours of 9.00 a.m. and 5.00 p.m. (local time) on a Business  
770 Day, at the time of transmission; or

771 (ii) if subclause (i) does not apply, at 9.00 a.m. (local time) on the Business Day most  
772 immediately after the time of sending,

773 provided that an email is not deemed received unless (if receipt is disputed) the party  
774 giving notice produces a printed copy of the email which evidences that the email was  
775 sent to the email address of the party given notice,

776 and if the delivery, receipt or transmission is not on a Business Day, the Notice is taken to be  
777 received at the commencement of Business Hours after that delivery, receipt or transmission.  
778

779 **8.8 Address for notices:** The initial address, email address and designated person for each party is:

Ministry of Business, Innovation and Employment

Address: 15 Stout Street, Wellington, 6011

Email Address: robyn.henderson@mbie.govt.nz

For the attention of: Robyn Henderson

780

New Zealand Tourism Board

Address: Level 1, 1 Nelson Street, Auckland 1010

Email Address: lauren.vosper@tnz@govt.nz

For the attention of: Lauren Vosper

781

New Zealand Film Commission

Address: Level 3, 119 Ghuznee Street, Wellington 6011

Email Address: catherine.bates@nzfilm.co.nz

For the attention of: Catherine Bates

782

GSR Productions Limited  
Address: c/- Bell Gully, 171 Featherston Street, Wellington  
Email Address: Privacy of natural persons  
For the attention of:

783

Amazon Studios LLC  
Address: 410 Terry Avenue North, Seattle, WA 98109  
Email Address: Privacy of natural  
For the attention of: Tom Florino

With a copy to: Amazon.com, Inc., P.O. Box 81226, Seattle, WA 98108  
Email Address: Privacy of natural persons  
For the attention of: General Counsel (Economic Development)

784

785 8.9 **Amendments:** This Series MoU can only be amended by written agreement validly signed for  
786 and on behalf of each of the parties.

787 8.10 **Assignment:** No party can assign this Series MoU or any right under this Series MoU without the  
788 prior written consent of each other party except as otherwise provided in this Series MoU or any  
789 Season MoU and provided that:

790 (a) each of the New Zealand agencies can assign or transfer their rights and/or obligations  
791 under this Series MoU and/or any Season MoU, whether in whole or in part, to another  
792 New Zealand government department, ministry, Crown entity or other governmental  
793 agency, to the extent that such other governmental agency has assumed that New  
794 Zealand agency's role and/or function (whether in whole or in part) as it relates to this  
795 Series MoU or the Season MoU; and

796 (b) Amazon can assign or transfer its rights and/or obligations under this Series MoU and/or  
797 any Season MoU, whether in whole or in part, to any other member of the Amazon  
798 Group to the extent that such other member of the Amazon Group has assumed  
799 Amazon's role and/or function (whether in whole or in part) as it relates to this Series  
800 MoU or the Season MoU and provided that such assignee:

801 (i) remains a member of the Amazon Group at all times;

802 (ii) is capable of performing all such obligations of Amazon, and

803 (iii) has available to it, all of the rights available to Amazon as contemplated by this  
804 Series MoU and any Season MoU,

805 by giving notice to the other parties.

806 8.11 **Costs:** Except as expressly stated otherwise in this Series MoU, each party must pay its own  
807 costs of negotiating, preparing and executing this Series MoU and any instrument or document  
808 executed to give effect to this Series MoU.

809 8.12 **Survival:** The following clauses shall survive termination or expiration of this Series MoU: clause  
810 6.3 (Limitations on NZ agencies' remedies), clause 6.4 (Limitations on Amazon and GSR's  
811 remedies), clause 8.1 (Governing law), clause 8.3 (Liability), clause 8.13 (No merger), clause 8.14  
812 (Entire agreement), clause 8.15(Official Information Act), clause 8.16 (No partnership or agency),  
813 clause 8.18 (Invalidity), and clause 8.19 (Waiver).

- 814 8.13 **No merger:** The rights and obligations of the parties under this Series MoU do not merge on  
815 completion of any transaction contemplated by this Series MoU.
- 816 8.14 **Entire agreement:** This Series MoU, together with any relevant Season MoU, constitutes:
- 817 (a) the Memorandum of Understanding for the Series and any relevant Season for the  
818 purposes of the NZSPG Criteria; and
- 819 (b) the entire agreement between the parties in connection with the eligibility of the Series  
820 and any Season for the 5% Uplift and supersedes all previous agreements or  
821 understandings between the parties in connection with the 5% Uplift.
- 822 8.15 **Official Information Act:** The parties acknowledge that:
- 823 (a) the information provided by or on behalf of either of Amazon and GSR to the New  
824 Zealand agencies in respect of Amazon's, GSR's and/or UAP's eligibility, and any  
825 application, for the International Grant and the 5% Uplift, including the terms of this  
826 Series MoU and any Season MoU:
- 827 (i) is commercially sensitive and confidential;
- 828 (ii) is being provided to the New Zealand agencies on the basis that:
- 829 (aa) it is, and should remain, confidential, and
- 830 (bb) the release of any of this information by any of the New Zealand agencies  
831 would be highly likely to prejudice the commercial position of Amazon  
832 and/or GSR;
- 833 (b) MBIE, TNZ and NZFC, are subject to the OIA;
- 834 (c) this Series MoU, any Season MoU and any other information held by any of the New  
835 Zealand agencies may be the subject of a request to be made publicly available in  
836 accordance with the OIA;
- 837 (d) the New Zealand agencies will seek to limit their disclosure of confidential information  
838 under this Series MoU and any Season MoU, subject to complying with their statutory  
839 obligations at all times;
- 840 (e) if any of the New Zealand agencies receives a request under the OIA for release of any  
841 information contained in or in connection with this Series MoU, any Season MoU or any  
842 application for the NZSPG or the 5% Uplift, that New Zealand agency will seek to:
- 843 (i) promptly notify Amazon and GSR (copied to the other New Zealand agencies);  
844 and
- 845 (ii) provide Amazon and GSR with an opportunity to provide their views as to  
846 whether this information remains commercially sensitive and confidential, before  
847 any decision is made to release any such information,
- 848 provided that, nothing in clause 8.15(e) will require the relevant New Zealand agency to  
849 fail to comply with its statutory obligations, including as to timeframes within which to  
850 respond to an OIA request.

- 851 8.16 **No partnership or agency:** Notwithstanding any other provision of this Series MoU, including but  
852 not limited to any reference to a partnership or any partnering arrangements, neither this Series  
853 MoU nor any Season MoU creates, or is intended to, create any legal partnership, joint venture,  
854 or agency relationship between Amazon or GSR and any of the New Zealand agencies. No party  
855 is liable for the acts or omissions of any other party nor has any right to assume any binding  
856 obligations, to incur any liability or to pledge the credit of any other party.
- 857 8.17 **Counterpart:** This Series MoU can be executed in two or more counterpart copies, each of which  
858 will be deemed an original, and all of which together will constitute one and the same  
859 instrument. A party can execute this Series MoU by signing a counterpart copy and sending it to  
860 the other parties, including by email. If requested, each party will promptly sign the original  
861 copies of this Series MoU (such copies to be signed by all the parties) after the execution of  
862 counterparts.
- 863 8.18 **Invalidity:** If any term of this Series MoU is, or becomes, unenforceable, illegal or invalid for any  
864 reason:
- 865 (a) the relevant term is to be considered modified to the extent reasonably necessary to  
866 remedy the unenforceability, illegality or invalidity and to give effect to the parties'  
867 intention; and
- 868 (b) if this is not possible, the provision is to be severed from this Series MoU, without  
869 affecting the enforceability, legality or invalidity of any other term of this Series MoU.
- 870 8.19 **Waiver:** A party does not waive a right, power or remedy under this Series MoU if it fails to  
871 exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right,  
872 power or remedy does not prevent another or further exercise of that or another right, power or  
873 remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving  
874 the waiver.
- 875 8.20 **COVID-19:** Due to the ongoing COVID-19 pandemic, and to protect the health and safety of the  
876 New Zealand agencies, Amazon and GSR employees, and UAP cast and crew, the parties agree to  
877 take all reasonably practicable steps to maintain the health and safety of all personnel involved  
878 in the performance of this Series MoU and each Season MoU. Where appropriate, this can  
879 include the substitution of face-to-face meetings and in-person visits and events for virtual  
880 access to the production. This will allow the New Zealand agencies access to UAP cast and crew  
881 and the ability to leverage UAP production assets in a safe and secure manner, while satisfying  
882 the terms and conditions of the Series and Season MoU. Both parties acknowledge that some  
883 Series and Season MoU deliverables may require in-person engagement and/or create a greater  
884 value proposition as face-to-face visits and events. Amazon and GSR commit to explore such  
885 opportunities with the New Zealand agencies as the situation continues to evolve, both within  
886 New Zealand and globally. Both parties further acknowledge that Amazon and GSR production  
887 health, safety and security protocols will comply with New Zealand government rules and  
888 regulations related to COVID-19, and at times may exceed that standard due to the demands of  
889 the entertainment industry. Production health, safety and security protocols include, but are  
890 not limited to, COVID-19 testing, contact tracing and surveillance technology, social distancing,  
891 temperature checks, masks and PPE.

892



The parties entered this Series MoU on

2020.

**SIGNED** for and on behalf of **MINISTRY OF BUSINESS, INNOVATION  
and EMPLOYMENT** by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **NEW ZEALAND TOURISM BOARD**  
by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of the **NEW ZEALAND FILM  
COMMISSION** by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **AMAZON STUDIOS LLC**  
by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **GSR PRODUCTIONS LIMITED**  
by:

\_\_\_\_\_  
Authorised signatory

## SCHEDULE 1

### NEW ZEALAND BRANDING ACTIVITIES

1     **1. Introduction**

2     1.2     The purpose of the New Zealand branding Activities set out in this Schedule 1 is to leverage  
3             certain UAP assets to empower New Zealand to continue to materially and substantially increase  
4             the breadth and depth of New Zealand’s existing association with LOTR with a view to  
5             strengthening New Zealand’s brand internationally including international tourism to New  
6             Zealand, in respect of which Amazon’s principal engagement will be with TNZ.

7  
8     1.3     Provision for TNZ to be consulted on the development of the brand guidelines and where New  
9             Zealand brand marks and/or the words “New Zealand” appear and how it is used and appears in  
10            promotional material and events.

11            To the extent that there is overlap/duplication as between individual items set out in Schedules  
12            1-3, it should be noted that this is to ensure that the key requirements of each agency are  
13            identified and recognised, and not to create redundant deliverables or duplicative commitments  
14            from Amazon. As the deliverables are refined and agreed, the New Zealand agencies  
15            acknowledge that provided that the deliverable meets that agency’s requirement, it is intended  
16            to achieve the commitment, and will work with Amazon in a coordinated and efficient manner.

17     **2. Core Principles**

18     2.1     TNZ will be Amazon’s lead New Zealand branding partner with responsibility to set the marketing  
19             framework with Amazon and together approve the onboarding of any additional New Zealand-  
20             based tourism industry operators (e.g., Regional Tourism Organisations, Air New Zealand, etc.)  
21             and other New Zealand organisations, specifically identified.

22     2.2     TNZ and Amazon will collaborate to advance shared publicity and marketing goals for UAP and  
23             New Zealand. Amazon public relations, publicity and marketing teams commit to promoting New  
24             Zealand as a location, ensuring fans of UAP know the production is located in New Zealand,  
25             which both parties acknowledge is crucial to delivery of economic benefit to New Zealand.

26     2.3     TNZ requires firm commitments around access to key talent (cast and crew) as agreed between  
27             Amazon and TNZ. TNZ understands there will be conditions, and that Amazon must coordinate  
28             these efforts to ensure the availability of cast and crew to participate. Amazon also commits to  
29             sharing locations and related characters and/or general story arcs, as necessary, to identify  
30             opportunities in collaboration with TNZ.

31     2.4     Amazon to give TNZ advance notice of the production taking place in a region of New Zealand for  
32             the first time to enable TNZ and the relevant RTO to coordinate marketing activities specific to  
33             that region from the earliest possible time. Ideally this will be no less than 3 months’ advance  
34             notice, and highlight specific locations featured in the production, so long as doing so will not  
35             disrupt current or future production operations regarding Amazon’s content and physical  
36             security requirements.

37     2.5     Amazon will work together with TNZ to explore an environmental project or restoration initiative  
38             that aligns with TIAKI – Care for New Zealand. Amazon will also ideally commit to investigate  
39             ways to embrace the principles of the Tiaki initiative during UAP production.

- 40 2.6 Amazon will work with TNZ to explore opportunities within the wider Amazon Group ecosystem  
41 to identify and leverage opportunities (e.g., the ability to interact with travel affinity audiences in  
42 their network and travel-relevant technology opportunities).
- 43 **3. Specific Marketing Rights**
- 44 3.1 Rights to promote New Zealand as the Home of UAP (or other Series title, description or relevant  
45 reference, as branded and approved by Amazon). Examples of how New Zealand can 'own' the  
46 filming location in potential statements:
- 47 (a) 100% UAP
- 48 (b) 100% Pure New Zealand, 100% Middle-earth;
- 49 (c) 100% Pure New Zealand, home of UAP;
- 50 (d) 100% Pure New Zealand welcome from UAP.
- 51 3.2 Ability to partner with Amazon's advertising campaign to promote UAP via joint advertising and  
52 B2B opportunities including Amazon providing sufficient advance notice of Amazon's marketing  
53 plans, as agreed between Amazon and TNZ, consistent with TNZ's planning processes.
- 54 3.3 Brand/PR storytelling and content creation opportunities to leverage New Zealand's LOTR  
55 association throughout life cycle of partnership arrangement (not precluding New Zealand's  
56 ability to continue to leverage past LOTR and Hobbit film trilogies and Hobbiton).
- 57 3.4 Ability to leverage all new worlds, lands, associated stories created by Amazon for UAP that New  
58 Zealand landscapes are used to depict.
- 59 3.5 Ability for TNZ to review, reassess and reset its marketing framework at the outset of every 12  
60 months of the Series MoU. Agreements to be confirmed ahead of principal photography for the  
61 relevant Season, ideally 3 months in advance.
- 62 3.6 Amazon must provide TNZ with a mutually agreed-upon quantity of clips/images (to be  
63 determined) for TNZ's promotional campaigns, and all such clips/images must be fully cleared by  
64 Amazon for such intended uses, including clearances of rights for the use of music, and  
65 images/performances of actors, directors, etc. (without additional payments unless otherwise  
66 agreed by TNZ).
- 67 3.7 Amazon must provide TNZ with a mutually agreed-upon number of interviews with lead actors  
68 (to be determined), directors, producers, etc. at no material cost to TNZ.
- 69 3.8 Access to agreed key crew members (e.g., Director, Producer, etc.) as influencers to be leveraged  
70 in marketing plans. Other endorsement requests, except of UAP or Amazon, will require crew  
71 approval and could require fees/compensation, which shall be the responsibility of the  
72 requesting New Zealand agency.
- 73 3.9 Ability to invite mutually agreed-upon key crew and cast members to participate in New Zealand  
74 experiences to build out their story of their New Zealand experience to be leveraged as agreed.
- 75 3.10 Amazon will produce a digital featurette to promote New Zealand as UAP's location that will  
76 appear on Prime Video when customers search for UAP, in a form to be discussed with TNZ. This  
77 content may also be included at the end of a mutually agreed-upon number of episodes per  
78 Season (to be determined), so as to screen immediately after an episode has ended.

- 79 3.11 Global rights to leverage Series and each Season for New Zealand marketing campaigns and  
80 tourism promotions.
- 81 3.12 New Zealand feature content to be included as additional BTS content in Amazon content (e.g., a  
82 featurette or additional episode in each Season devoted to the cast and crew’s experience of  
83 living and visiting New Zealand). To be pulled from the cast content noted below, and cut and  
84 paid for by Amazon each Season, and made freely available to TNZ for inclusion into other New  
85 Zealand tourism and/or brand initiatives.
- 86 3.13 Amazon public relations, publicity and/or marketing teams to proactively share their approach  
87 for each Season and provide opportunities for TNZ to leverage in New Zealand marketing and  
88 tourism campaigns.
- 89 3.14 Amazon commits that marketing materials prepared for UAP and each Season will include  
90 references to the role of New Zealand, and to specific regions within New Zealand, in connection  
91 with the Series and that Season, on terms to be mutually agreed-upon in writing.
- 92 3.15 Amazon commits that the world launch for the first Season or the second Season will take place  
93 in New Zealand, in a form to be determined regarding in-person versus virtual event.
- 94 3.16 Amazon commits that the New Zealand agencies, and other New Zealand organisations  
95 specifically nominated by them, will receive, in aggregate, not less than [X] invitations to each  
96 premiere for each Season (to be determined), and that the New Zealand agencies and their  
97 nominees will be given reasonable opportunity, including advance notice, coordination and  
98 cooperation with relevant Amazon teams, to enable the New Zealand agencies and their  
99 nominees to be actively involved in any leverage opportunities at, or in connection with, such  
100 premieres, on terms to be mutually agreed-upon in writing.
- 101 3.17 Amazon commits that New Zealand, and regions within New Zealand that have been involved in  
102 the production of UAP, have the opportunity to develop appropriate region-specific marketing  
103 and tourism tag-lines to profile that region’s involvement with the production. For example, in  
104 relation to “*The Hobbit*” Wellington was permitted to use the tag-line “The Middle of Middle-  
105 earth’.)
- 106 **4. Publicity and PR Rights**
- 107 4.1 Ability to leverage media announcements of greenlit production for UAP with New Zealand  
108 highlighted as the production location.
- 109 4.2 Inclusion of New Zealand production locations in Series’ and Season’s key marketing materials  
110 and EPK including location-based content (e.g., for example, potential production fact sheet  
111 regarding local procurement in NZ, NZ businesses and locations frequented by cast and crew,  
112 etc.). May include New Zealand location stills of cast and crew, location shots alone, and media  
113 Q&A with production/cast/crew around shooting destinations.
- 114 4.3 Integration of New Zealand in Series and Season launch press junkets including theming  
115 assistance, inclusion in all press materials, ability to host in-person or virtual events in New  
116 Zealand and input into their format/location.
- 117 4.4 Amazon’s commitment to host at least one in-person or virtual media junket in New Zealand per  
118 Season. TBD: Media attendees to be mutually agreed-upon, travel and hosting costs to be paid  
119 for by Amazon.

120 4.5 Amazon to facilitate TNZ inviting Amazon Group executives (i.e., beyond Amazon Studios) to  
121 attend New Zealand Branding/Innovation famils in New Zealand (in partnership with MBIE), to  
122 facilitate new relationships and opportunities between the Amazon group and New Zealand.

123 4.6 Ability to connect with other Amazon partners beyond Amazon Studios via facilitated  
124 introductions (e.g. data, digital / voice services, marketing etc).

## SCHEDULE 2

### INNOVATION PROGRAMME

1    **1. Introduction**

2    1.1 The purpose of the Innovation Programme set out in this Schedule 2 is to:

- 3           (a) build a wider relationship between New Zealand and the Amazon Group;
- 4           (b) leverage New Zealand's relationship with the Amazon Group;
- 5           (c) profile New Zealand businesses, innovations and R&D opportunities to a global audience;
- 6                    and
- 7           (d) advance mutually-beneficial R&D opportunities,
- 8           in respect of which Amazon's principal engagement will be with MBIE.

9    **2. Theme Structure**

10   2.1 MBIE proposes organising overarching Season-by-Season themes to provide a focus around

11           which to organise each Season's innovation activities.

12   2.2 Organising by themes will create momentum for programs and events as opportunities in focus

13           areas can be woven together into a cohesive story.

14   2.3 Each theme is to be jointly agreed-upon and serves to direct collaboration efforts to the mutual

15           benefit of New Zealand and Amazon.

16   2.4 Delegation and innovation opportunities are then designed to align with each Season's theme.

17   **3. Overall Focus Areas and Themes**

18   3.1 Amazon and MBIE will work together to establish agreed-upon themes that align Amazon's and

19           New Zealand's goals on a Season-by-Season basis. Potential themes include, but are not limited

20           to, technology and innovations that will be used in the production of UAP. These themes may

21           explore the following focus areas, and the parties agree to work together to explore additional

22           or alternative opportunities as they may arise:

- 23           (a) Immersive Technologies – Augmented Reality ("AR"), Virtual Reality ("VR") and Mixed
- 24                    Reality ("MR") / Cross Reality ("XR");
- 25           (b) Drones and advanced aviation;
- 26           (c) Advanced fabrics and materials;
- 27           (d) Virtual tourism, retail, and cultural experiences;
- 28           (e) Gaming;
- 29           (f) Machine Learning ("ML");
- 30           (g) Space;

- 31 (h) Sustainability and alternative energy;
- 32 (i) Healthcare and COVID-19; and
- 33 (j) Other public sector applications.

34 **4. Innovation Fund Opportunities**

35 4.1 Innovation Fund opportunities include:

- 36 (a) Delegation of businesses/teams from Amazon to visit New Zealand each Season, or
- 37 participate virtually, for an innovation summit, speaker series or other events;
- 38 (b) STEM programs and donations for primary and secondary education;
- 39 (c) Innovation challenges;
- 40 (d) Academic research and fellowships; and
- 41 (e) Innovation internships.

42 **5. Amazon Delegation**

43 5.1 Once per season, a delegation of Amazon representatives (i.e. Senior Managers, Directors and  
 44 Vice Presidents) from various Amazon businesses will be hosted in New Zealand by MBIE’s  
 45 Innovative Partnerships programme – or participate virtually – for an innovation summit,  
 46 speaker series or other events to focus on opportunities presented by New Zealand’s R&D  
 47 environment.

48 5.2 Amazon delegations should include “subject matter experts” (SMEs) from businesses and teams  
 49 that align with Season focus areas and themes. These Amazon businesses and teams may  
 50 include, but are not limited to, the following selections, and the parties agree to work together  
 51 to explore additional or alternative opportunities as they may arise:

<u>Amazon Business / Team</u>	<u>Focus Area / Theme</u>
UAP Production Teams; Amazon Web Services (“AWS”) – Studio in the Cloud	Immersive Technology
UAP Production Teams; Amazon Air / Drones	Drones and Advanced Aviation
Amazon Explore	Virtual Tourism
Project Kuiper	Space
Sustainability and Climate Pledge	Sustainability and Alternative Energy
Project Ultraviolet and Workplace Health and Safety	Healthcare and COVID-19
AWS Public Sector	Other Public Sector Applications
Various Businesses / Teams	Machine Learning

<u>Amazon Business / Team</u>	<u>Focus Area / Theme</u>
UAP Costume Department; Amazon Studios; Amazon Fashion	Advanced Fabrics and Materials
Amazon Games	Gaming

- 52
- 53 5.3 New Zealand companies and R&D groups will be showcased to the delegation. These knowledge  
54 exchanges will be collaboratively curated to align with the Season R&D focus areas and theme,  
55 as well as MBIE goals and Amazon interests. This initiative provides an opportunity for Amazon  
56 and New Zealand businesses and research groups to build and strengthen relationships.
- 57 5.4 If the Amazon delegation travels to New Zealand, airfares and accommodation for Amazon  
58 teams to be funded by Amazon using the Innovation Fund as agreed-upon with MBIE.
- 59 5.5 Progress measures include:
- 60 (a) Amazon delegation composition and schedule is mutually agreed-upon;
- 61 (b) Amazon delegation arrives in New Zealand, and is hosted by Innovative Partnerships, or  
62 participates virtually; and
- 63 (c) Follow-up discussions with Innovative Partnerships are conducted to identify potential  
64 R&D opportunities between New Zealand and Amazon teams.
- 65 **6. STEM Education**
- 66 6.1 The Innovation Fund could be used to invest in existing STEM education programs, and establish  
67 new ones, in primary and secondary schools.
- 68 (a) Focus would be on developing childhood-to-career programs to encourage  
69 underrepresented and underserved communities in New Zealand, particularly indigenous  
70 peoples (i.e. the Māori), to try computer science and coding; and
- 71 (b) Programs might include computer, laptop and device donations, coding camps, and  
72 robotics challenge.
- 73 **7. Innovation Challenges**
- 74 7.1 'Innovation Challenge' competitions are designed and publicised, inviting groups to develop and  
75 test approaches to a specific challenge problem, with prizes for the best solutions. Challenges  
76 provide a good opportunity for new technologies relevant to Amazon and New Zealand to be  
77 developed.
- 78 7.2 Challenges are designed in collaboration with MBIE's Innovative Partnership team.
- 79 7.3 Challenges will be funded using the Innovation Fund as agreed-upon with MBIE.
- 80 7.4 Progress Measures could include: One challenge (i) designed, (ii) implemented and (iii)  
81 completed for each Season.



82 **8. Academic Research and Fellowships**

83 8.1 Academics from New Zealand institutions may receive Innovation Fund or in-kind support for  
84 research projects.

85 8.2 Academics will be identified with the help of MBIE’s Innovative Partnerships team and will be  
86 mutually agreed-upon.

87 8.3 The fellowship programme could be modelled on the James Cook Research Fellowship  
88 administered by the Royal Society of New Zealand Te Apārangi on behalf of the New Zealand  
89 Government, which supports fellows for a period of two years. Fellowships typically provide an  
90 annual funding package of NZ\$100,000 plus GST and up to NZ\$10,000 plus GST in relevant  
91 expenses, with the expectation that a major piece of research will be undertaken which benefits  
92 New Zealand and advances research in the particular area of science.

93 **9. Innovation Internships**

94 9.1 Short-term (3-12 month) internships or undergraduate research positions in New Zealand may  
95 be established with the Innovation Fund (to be determined).

96 9.2 Such internships/undergraduate research positions could be aligned with Season themes,  
97 specific innovation projects and/or academic research exchanges.

## SCHEDULE 3

### NEW ZEALAND SCREEN SECTOR FRAMEWORK

- 1     **1. Introduction**
- 2     9.3     NZFC will be the lead screen sector partner for the Project, with responsibility to develop the  
3             screen sector framework with Amazon for the partnership arrangement. This screen sector  
4             framework will include NZFC in partnership with Regional Film Offices (RFOs) and other agencies,  
5             NZ Story and NZTE, to ensure a broad New Zealand screen story is told, covering screen, creative  
6             and technological innovation.
- 7     9.4     The purpose of the screen activities set out in schedule 3 is to stimulate growth (business and  
8             skills) and market the New Zealand screen sector. This can be distilled into two categories:
- 9             (a)     **Promotion:** Leverage UAP through international marketing initiatives to showcase and  
10             inform about New Zealand; and
- 11             (b)     **Business and Capital Growth (Human and Built Capital):** Grow and nurture the  
12             talent/skills base, support business development and grow the New Zealand  
13             infrastructure base.
- 14     **10. Promotion**
- 15     10.1    The partnership arrangement will develop a marketing programme to profile the growing New  
16             Zealand screen sector with a specific focus on an ongoing pipeline of mixed-sized productions  
17             through the showcasing of New Zealand's:
- 18             (a)     Highly skilled and growing talent base;
- 19             (b)     The expanding infrastructure offering;
- 20             (c)     Accessible and diverse region locations,
- 21             (d)     Post-production offering; and
- 22             (e)     Screen sector creative and innovation.
- 23     10.2    The proposal supports this marketing approach through the provision of opportunities spanning  
24             production through to the release of the Series. Key components include, with the quantity of  
25             certain deliverables to be determined in Season MoU:
- 26             (a)     Creation of content to showcase the New Zealand screen sector;
- 27             (b)     Access to agreed key cast and crew during their time in New Zealand;
- 28             (c)     Access to behind-the-scenes footage and stills;
- 29             (d)     Access to international media; and
- 30             (e)     NZFC Involvement in the release.

- 31 **11. Screen Sector Publicity and Marketing Commitments**
- 32 11.1 **Coordination of Public Statements** At such time, that Amazon decides to Issue a press release  
33 regarding UAP, Amazon will coordinate these with the New Zealand agencies.
- 34 11.2 At a minimum, NZFC and Amazon will coordinate public statements, if applicable, regarding:
- 35 (a) the commencement of principal photography of the Series (to be determined);
- 36 (b) the announcement of the 5% Uplift partnership arrangement (as required by the Criteria  
37 and led by New Zealand agencies); and
- 38 (c) the release of the Series.
- 39 11.3 Prominently displayed attribution to New Zealand, NZFC and the New Zealand Screen Production  
40 Grant (NZSPG) in the actual on-screen title credits for the Series: GSR shall provide:
- 41 (a) A prominently displayed (which for purposes of this Season MoU shall mean readable  
42 under normal circumstances) on-screen beginning and end credit for the New Zealand  
43 Government's assistance through the New Zealand Screen Production Grant in the  
44 completed production. An example follows:
- 45 (b) “[Name of production] – Shot on Location in New Zealand”;
- 46 (c) *“Amazon acknowledges the assistance of the New Zealand Government's Screen  
47 Production Grant.”*;
- 48 (d) The NZFC credit along the lines of NZFC logo and website URL along the lines of "For  
49 information about filming in New Zealand <https://www.nzfilm.co.nz/international> " as  
50 agreed-upon with NZFC; and
- 51 (e) in respect of each Season for which a region in New Zealand is the main New Zealand  
52 production base, each episode in that Season will carry a screen credit, on terms to be  
53 agreed in writing, to the effect that that region is the main production base for “[insert  
54 name of production]”.
- 55 11.4 All characteristics of the credits, including size and placement shall be comparable to other like  
56 credits in the completed production, and such credit shall be readable at least in connection with  
57 the initial release of UAP and on feature releases of the Series.
- 58 **12. Marketing Activities for the Series**
- 59 12.1 **Overview:**
- 60 (a) Amazon to release UAP production assets, including production footage, trailers, still  
61 images, testimonials/imagery from the cast and crew (subject to guild and crew  
62 agreements), and bonus, BTS or “making of” content that promote both UAP and New  
63 Zealand as a screen destination. Amazon will also provide permission to the New Zealand  
64 agencies to use UAP production assets in related marketing campaigns;
- 65 (b) Inclusion of select New Zealand location content in UAP key marketing materials and  
66 EPK;
- 67 12.2 **Visual Media Content:** Amazon to provide [agreed-upon number to be determined] pieces of  
68 visual media (approximately 60-90 seconds in length) which may feature various aspects of New

69 Zealand locations and can be used to promote New Zealand as a great place to UAP ("**Video**  
70 **Content**"). For purposes of clarification Amazon shall provide at least [agreed-upon number to  
71 be determined] of Video Content (subject to the exigencies of production and post-production of  
72 the Series) for release during post-production of the Series. Amazon will cover the cost of  
73 editing, cutting and finishing the selected imagery approved by Amazon in consultation with  
74 NZFC as set forth below.

75 12.3 The Video Content may include scenes from UAP showing New Zealand footage and the EPK  
76 footage and/or unit production photographer footage featuring both foreign and New Zealand  
77 cast/crew and other content captured during production of the Series.

78 12.4 Video Content may include:

79 (a) Testimonials/imagery from the cast/crew/executives that associate their time in New  
80 Zealand shooting UAP with a positive New Zealand screen industry experience.

81 (b) Moving footage and still images from the Series or Series trailer.

82 (c) Behind-the-scenes footage, stills and other media of VFX and other production areas  
83 featuring but not limited to the agreed cast/key crew behind-the-scenes, which  
84 showcase New Zealand skills, talent and expertise in filmmaking.

85 12.5 **Usage of Content:**

86 (a) Amazon will include select New Zealand content in UAP key marketing materials and EPK.

87 (b) Amazon will extend rights for New Zealand partners to use pre-approved content:

88 (i) On the official websites and social media pages (including Facebook and You Tube  
89 Channels and other digital and social media channels and trade channels);

90 (ii) In collateral and audio-visual media for screen industry trade events,  
91 conferences, festivals and markets;

92 (iii) In annual and quarterly reports, Board papers, Statements of Intent, Statements  
93 of Performance Expectations, and Annual Reports;

94 (iv) In publicity and promotion campaign(s) highlighting New Zealand as the location  
95 for UAP.

96 12.6 The Parties further acknowledge and agree that it is the Parties' intent to consider further  
97 approved usages on a case-by-case basis subject to Amazon prior review and written approval.

98 12.7 **PR and Social Media Content:** NZ may develop a global PR and social media campaign around  
99 the making of UAP that promotes New Zealand as an attractive filming and production location.  
100 Additional to the Video Content, the NZ may also wish to include photographs, interviews and  
101 other footage from the Series as part of this campaign. Any content that leverages UAP assets or  
102 references the Series will be subject to Amazon prior review and written approval.

103 12.8 Amazon to provide opportunities to distribute content through to:

104 (a) Digital and Social media channels to reach UAP's international fan base;

105 (b) Amazon to provide media access for set visits leading up to the release of the UAP series.

- 106 **13. Publicity and Marketing Facilitation; Broadcast, Online and Visiting Media**
- 107 13.1 Amazon to provide media access for set visits leading up to the release of UAP.
- 108 13.2 **Facilitation:** Amazon will provide (when available) a schedule of key dates which could offer  
109 promotional opportunities (for example launch of trailers etc.). Amazon will provide a dedicated  
110 marketing and publicity contact and agree to a process for the execution of all marketing and  
111 publicity activity related to this Series MoU.
- 112 13.3 **Broadcast, Online and Visiting Media:** Amazon will facilitate access to Amazon-invited  
113 international press to provide in-person or virtual opportunities to showcase New Zealand as a  
114 screen destination (subject to an embargo on timing of release of materials to be mutually  
115 agreed-upon by NZFC and Amazon).
- 116 13.4 **Content collected throughout the production to include:** There are requirements under the  
117 New Zealand Screen Production Grant Promotional Materials Schedule which apply to  
118 production receiving any incentive from the New Zealand Government (including the Series),  
119 which the NZFC will supply to Amazon from time to time (**NZSPG Promotional Materials**  
120 **Schedule**).
- 121 13.5 The NZSPG Promotional Materials Schedule forms part of this Series MoU and without limiting  
122 any of the other rights, benefits and licenses provided to the NZFC pursuant to this Series MoU,  
123 the contents of the NZSPG Promotional Materials Schedule are incorporated into, and form part  
124 of this Series MoU, and Amazon will comply with all such requirements set forth In Exhibit "A."
- 125 13.6 To enable the NZFC to create footage and materials to highlight the benefits of New Zealand as a  
126 screen production destination, GSR will use provide to the NZFC the following additional  
127 content:
- 128 (a) Access to key production decision-makers to provide video testimonials in industry and  
129 mainstream press and media, and on the benefits of New Zealand as a screen production  
130 destination.
- 131 (b) Interviews with mutually agreed-upon key cast, director and crew during filming on  
132 location wherever possible and at the U.S. premiere press junket.
- 133 (c) Provide access to the production to an independent New Zealand based journalist to  
134 interview cast and crew regarding their time in New Zealand, subject to the distributor's  
135 customary policies and parameters compliance requirements. Such interviews shall be  
136 embargoed from release until such time as Amazon and GSR mutually agree; provided  
137 that such embargo shall not be longer than the general press embargo for the worldwide  
138 premiere of UAP.
- 139 (d) The NZFC will supply questions to be integrated into the EPK shoot. UAP's EPK materials  
140 to include content that promotes the benefits of the destination, shooting and film  
141 making in New Zealand, through highlighting the collaboration, value, assets and  
142 destination experiences New Zealand can provide.
- 143 (e) Amazon will arrange for other media at the Premiere to ask mutually agreed-upon key  
144 cast, director and crew specific questions (jointly approved by Amazon and NZFC) to elicit  
145 anecdotes illustrating their professional New Zealand experience while working on UAP  
146 and their personal experiences living and experiencing New Zealand.

- 147 13.7 Amazon will work in consultation with the NZFC to ensure that the content selected for Visual  
148 Media Content satisfies the requirements of the NZFC.
- 149 **14. Association with the streaming release of the Series**
- 150 14.1 Amazon will share marketing and distribution strategy for UAP, as necessary to maximize  
151 coordination of the NZFC's marketing and promotional activity.
- 152 14.2 Amazon commits to an in-person or virtual premiere screening for at least one of the UAP  
153 seasons to be held in main New Zealand production base, including attendance by mutually  
154 agreed-upon key cast and crew, subject to COVID-19 and related travel restrictions.
- 155 14.3 Amazon agrees to invite the New Zealand agencies to the international premiere of each season  
156 of UAP.
- 157 14.4 Amazon, in consultation with the NZFC, will schedule an in-person or virtual local (New Zealand)  
158 cast and crew screening. Amazon will provide invitations for local cast and crew, Government  
159 Ministers and officials, NZ Inc. and screen agency representatives, and other key stakeholders.
- 160 14.5 In connection with an international premiere of UAP, Amazon will provide NZFC with the  
161 following:
- 162 (a) The NZFC shall be included in the Premiere tip sheet;
- 163 (b) Allocation of a mutually agreed-upon number tickets to the Premiere, taking into  
164 account the size and location of the venue;
- 165 (c) The NZ spokesperson may be escorted down the red carpet by Premiere staff and given  
166 the opportunity to speak with interested members of the press;
- 167 (d) The NZ will be granted official media accreditation to join the press programme at the  
168 Premiere.
- 169 **15. Additional leverage**
- 170 15.1 To the extent available and subject to possible embargo on timing of the release of such material  
171 (provided that the timing of such embargo shall not be longer than the general press embargo  
172 for the worldwide premiere of UAP), provide material to the NZFC to enable them to promote  
173 the benefits of a production to New Zealand stakeholders including access to capture good news  
174 stories from behind the scenes about employment and innovation.
- 175 15.2 Provide data to demonstrate wider economic benefits of UAP production in New Zealand such as  
176 number of crew, extras, vendors, aggregated and anonymized spends on accommodation,  
177 materials, supplies, vehicle hire etc.
- 178 15.3 Subject to production exigencies and the production schedule of the Series, invite government  
179 officials and ministers, and the NZFC's representatives to in-person or virtual events to showcase  
180 the production.
- 181 15.4 Amazon will create a "making-of-featurette" to be promoted as part of the Season One bonus  
182 content release plans for the Series and will include scenes of the production of Season One in  
183 New Zealand.

- 184 15.5 Amazon will work with NZFC to explore an event to promote New Zealand to the international  
185 series drama industry, timed to coincide with Season One publicity events targeting production  
186 executives or media with the participation of key creatives.
- 187 **16. Business and Capital Growth**
- 188 16.1 New Zealand is interested in ensuring that the production activity will support long term growth  
189 in both business development (for enterprises that have the opportunity to contribute to the  
190 production activity), and for New Zealanders working in the screen industry.
- 191 16.2 Amazon will work with the NZFC, in collaboration with Regional Film Offices (RFOs), to  
192 development programmes that will provide continuity of employment for New Zealanders and  
193 infrastructure utilisation. Initiatives will be developed to created career progression  
194 opportunities supported by targeted talent development programmes.
- 195 16.3 It is important to note that opportunities should span entry-level candidates to mid-career  
196 professional development mentorships to enable screen industry professionals to progress their  
197 careers in their chosen fields. Programmes should also be representative.
- 198 16.4 Amazon will work with NZFC, in collaboration with RFOs, to ensure the opportunity to transfer  
199 technological skills and know-how to New Zealanders is fully optimised.
- 200 (a) The development and implementation of a Showrunner masterclass supporting and  
201 accelerating initiatives already underway, for example the Raupapa Whakaari – a joint  
202 initiative between NZFC and NZ On Air designed to develop high-end adult drama series  
203 targeting both the New Zealand and international markets.
- 204 (b) Targeting and placement of professional placements/mentorships per Season (quantity  
205 to be determined in Season MoU).
- 206 (c) Placements, mutually agreed-upon by NZFC and GSR, will focus on key creative talent  
207 (producer, writer, director) plus areas of crew shortage (art department, accounting,  
208 location management, grip, gaffer, unit publicist).
- 209 (d) Development and implementation of training initiatives targeting communities  
210 underrepresented in the screen sector, to raise the profile for screen sector careers.
- 211 **17. Legacy Infrastructure Framework**
- 212 17.1 In the longer term, there will be opportunities to advance infrastructure development in New  
213 Zealand. NZFC and Amazon will continue discussions on this which may become the subject to a  
214 particular Season MoU. The following types of UAP production assets are Amazon’s proposed  
215 commitments for the legacy infrastructure framework, and cost estimates will be made available  
216 for New Zealand review upon request:
- 217 (a) Sets and other production facilities;
- 218 (b) Capital improvements to leased film studios (i.e. Auckland Film Studios (“AFS”) and  
219 Kumeu Film Studios (“KFS”));
- 220 (c) High speed fiber network between major studio sites, post-production facilities, VFX and  
221 digital companies in Auckland (i.e. Rebel Fleet);
- 222 (d) Other Project equipment and assets; and

223 (e) Explore the development of a creative/innovation centre of excellence (COE). A COE  
224 could nurture and foster an ecosystem of creative industry start-ups, corporates and  
225 global firms to connect, share ideas and collaborate through access to co-working,  
226 studios, events, mentoring, education, transition and community-building activations. A  
227 COE would allow Amazon/GSR to share their skills and experience with New Zealand's  
228 creative innovators.



## SCHEDULE 4

### INNOVATION FUND

1 Recognizing the generous support of the New Zealand government, as well as the potential amount of  
2 the total projected NZSPG grant, Amazon is very pleased to establish an innovation fund (“Innovation  
3 Fund” or “the Fund”) to support the 5% Uplift for UAP, as well as ongoing collaborative efforts with the  
4 New Zealand agencies to support the Project and additional opportunities.

- 5 **1. Fund Contributions:** Amazon (via GSR) will contribute at least Commercial per Season of UAP to  
6 the Fund, for a total of at least Commercial over the five-Season course of production.  
7 Contributions may be made at the outset of each Season, prior to the start of principal photography,  
8 or as otherwise arranged with the New Zealand agencies. Fund disbursements may be increased for  
9 each Season, at the sole discretion of Amazon, in order to provide wider economic benefits to New  
10 Zealand and as a mechanism to ensure benefits to New Zealand are realizable if certain deliverables  
11 or commitments must be replaced;
- 12 **2. QNZPE Treatment:** Innovation Fund grants that qualify as QNZPE will be eligible for the 20%  
13 International Grant and, if the requirements of the relevant Season MoU have been satisfied, the 5%  
14 Uplift.
- 15 **3. Suspension:** Should for any reason the 5% Uplift not be granted for a particular Season, and the  
16 Innovation Fund disbursement for that Season has yet to be released, that disbursement would be  
17 suspended, since it is a component of the Series MoU and Season MoU between Amazon and the  
18 New Zealand agencies under the partnership arrangement frameworks for the 5% Uplift.
- 19 **4. Governance Structure:** The Fund will be managed by Amazon, in consultation and collaboration with  
20 the New Zealand agencies (including MBIE, NZFC and TNZ), to make targeted and strategic  
21 investments that mutually benefit New Zealand and Amazon; and
- 22 **5. Investments:** Strategic investments from the Innovation Fund could include the following potential  
23 opportunities:
  - 24 a. Internship and apprenticeship programs, with a focus on developing New Zealand talent  
25 pipelines, particularly for production technology, camera crews, sound engineers, etc.;
  - 26 b. Establishment of a post-production studio;
  - 27 c. Other talent development programs outside the screen sector; and
  - 28 d. Support for MBIE’s Innovative Partnerships program to facilitate collaborative activity between  
29 Amazon and New Zealand in exploring additional opportunities for future investment and  
30 innovation in New Zealand beyond Amazon Studios, including the once-per-season Amazon visit  
31 to New Zealand.

32 Amazon’s obligation to contribute the funds comprising the Innovation Fund is in addition to Amazon  
33 and/or GSR’s obligations set out in Schedules 1-3 (except where any requirement or deliverable in  
34 Schedules 1-3 expressly refers to the Innovation Fund being available for a specific activity).

35 Amazon will administer the Innovation Fund, but the Fund is only to be applied as agreed-upon in  
36 writing between Amazon and the applicable New Zealand agencies, and where such agreement  
37 expressly provides that the agreed-upon activity is to be funded out of the Innovation Fund.

38 Amazon is encouraged throughout the Series and in respect of each Season MoU to work with New  
39 Zealand agencies to identify and prioritize Innovation Fund opportunities, such as:

- 40 a. opportunities to showcase New Zealand to senior Amazon business leaders, through targeted

- 41 visits to New Zealand which are developed jointly;
- 42 b. ways for New Zealand to engage Amazon in the fostering of innovation in New Zealand, such as  
43 providing support for scholarships, student exchanges, prizes for innovation challenges or  
44 science/digital awards, funding internships, participating in business mentoring programmes,  
45 bringing speakers / trainers / motivators to New Zealand;
- 46 c. Amazon's willingness to explore innovative collaboration opportunities which can support  
47 inclusive economic development across different parts of New Zealand, including in regional /  
48 remote locations; and
- 49 d. Opportunities for New Zealand to showcase its innovative capabilities offshore (e.g. New  
50 Zealand Investor Showcases), with Amazon participation. Amazon's participation at events could  
51 range from providing speakers to serving in a joint hosting role.