

## **BNZ Start-up Alley Terms and Conditions**

Here are the terms and conditions ("Terms") for the BNZ Start-up Alley ("Event"). They're here to protect you as an applicant, other applicants and the organisers behind the event. By submitting an entry, you agree to be bound by these Terms.

1. This competition is only open to New Zealand residents who are at least 18 years of age, or New Zealand companies having 50% or more of their shares held by New Zealand residents ("Applicants"). Applications must be received by email to [bnzstartupalley@webstock.org.nz](mailto:bnzstartupalley@webstock.org.nz) no later than 5:00pm on Friday 13 January 2012.
2. The promoters of this Event are BNZ and Code For Freedom Limited ("Promoters")
3. Webstock is an annual web technology conference, hosted by Code for Freedom Limited, which will be held in Wellington, New Zealand featuring a range of high profile speakers.
4. By considering applications from Applicants to the Event none of Bank of New Zealand or Code For Freedom Limited or any of their related companies, are implying endorsement of any Applicant, Applicant's business, or Applicant's products or services. In these Terms, "related company" has the same meaning as in the Companies Act 1993.
5. Each Applicant agrees to allow its name, company name (if applicable), and image or logo to be used and for its participation in the Event to be recorded without payment, if required by the Promoters, for use by the Promoters for advertising and publicity purposes including, but not limited to, in relation to the Event.
6. Each Applicant agrees that it will not at any time, without the Promoters' prior written consent, disclose or reveal any information relating to the Event or make any announcement during the Event. The winning Applicant is entitled to publicise its status once the Event results are made public. The winning Applicant will be required to take part in publicity accompanying or resulting from the Event, as long as the requests are reasonable. The list of Applicants and the winning Applicant may be published on BNZ and Code For Freedom Limited websites and through their respective social media channels.
7. All expenses of an Applicant's participation in the Event, unless specifically stated in these Terms, are the sole responsibility of the Applicant.
8. Entry into the Event does not grant an Applicant any rights to use the Event name, logo or any images from or relating to the Event without the express written approval of the Promoters.

9. The Promoters reserve the right to cancel, amend or withdraw the Event or these Terms at any time and will endeavour to give advance notice of any such change or withdrawal. However, in some cases, advance notice may not be possible.
10. Under no circumstances will the Promoters, or their related companies, be liable for any losses, damages, costs, or expenses arising from or in any way connected with the Event (including any discontinuance of the Event, or in accepting any part of the Prize Package) or relating to the Applicant's business, product or services, except for liability to the extent that cannot be excluded by law. Nothing in these Terms excludes or restricts any Promoters responsibility for death or personal injury caused by that Promoter's negligence.
11. The Event and these Terms will be governed by New Zealand law and any dispute will be determined by the exclusive jurisdiction of the New Zealand courts.
12. Only one application will be accepted from each Applicant (including from a group of related companies).
13. Applicants agree to make further information available in accordance with the Promoters' requests and reasonable due diligence requirements.
14. By entering the Event, each Applicant warrants that all information that it submits is true, current, and complete. All Applicants warrant that the information submitted by them will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything that is libellous, defamatory, obscene, indecent, harassing or threatening. All Applicants warrant that they are not involved in any illegal activity.
15. The Promoters reserve the right to disqualify any Applicant if a Promoter has grounds to believe the Applicant has breached any of these Terms or provided false or misleading information in its application.
16. In the event that any Applicant is disqualified from the Event, the Promoters may withdraw any award or prize awarded to that Applicant and publicise that withdrawal. The Promoters, in their sole discretion, may decide whether a replacement Applicant should be selected. In this event, any further Applicant will be selected on the same criteria as the original Applicant and will be subject to these Terms.
17. Subject to clause 4, any information in an entry which an Applicant has expressly identified as being confidential ("Confidential Information") will only be used for the purpose of considering applications. Each Applicant also grants the Promoters a non-exclusive, royalty free licence to use the information contained in the application for all purposes necessary to manage the Event and to advertise and promote the Event, the winning Applicant and any finalists, including disclosing entries to third parties. The Event will not however disclose Confidential Information.

18. Through each of the three stages of the Event, the 6 Applicants chosen to participate in the Event will need to fulfil the following criteria. Finalists will also be required to attend the Webstock conference.

All Applicants must:

- Be a New Zealand start-up business
- Have 5 or less employees
- Be in the web/technology industry and must have an idea, working concept or product for their start-up business relevant to this industry.
- Be able to demonstrate they have a clear direction and purpose

19. To enter this competition, simply prepare a Word or PDF document (1 - 5 pages); telling us about you, your start-up and why you should be a finalist. Applications as well as any links to your website or products can be emailed to [bnzstartupalley@webstock.org.nz](mailto:bnzstartupalley@webstock.org.nz) before 5pm, 13 January 2012.

20. Shortlisted Applicants will be chosen by a panel of judges selected by the Promoters (the "Internal Panel"). The Internal Panel will select 6 successful finalists, and will notify the finalists of their selection by Friday 20 January 2012. On Friday 20 of January 2012 the official announcement of the finalists will be made by the Promoters. Finalists must then prepare a stand and demonstration to be placed in the BNZ Start-up Alley area during the Webstock Conference. The finalists must begin preparing their pitch for the BNZ Start-up Alley event night on Thursday 16th of February 2012. Finalists must attend Garr Reynolds Presentation workshop on 15th February 2012 to prepare their pitching skills (tickets are a prize for the finalists).

21. The finalists must present to the Judging Panel after the first day of the Webstock conference (Thursday 16 February 2012) at the BNZ Start-up Alley event. The Event will be held in the Wellington Town Hall with the finalists pitching to the Judges and a live audience available to all Webstock attendees. The Judging Panel will determine the winning Applicant on that date. The Promoters reserve the right to substitute members of the Internal Panel or the Judging Panel at any time as required. All decisions of the Internal Panel and the Judging Panel will be in their sole and absolute discretion, and no correspondence will be entered into.

22. The winning Applicant will receive the following prize from BNZ:

- NZ\$10,000 cash prize from BNZ to support the winning business.

The prize money can only be applied to business-related expenditure, with the main objective of helping to expand the winning Applicant's business. The cash prize will be provided as a deposit in an account with BNZ. BNZ's account opening criteria will apply.

- Economy class flights comprising (to a maximum value of NZ\$5,000):
  - two return flights from New Zealand to San Francisco

All flights must be taken within one year of the winning Applicant being announced. The total value of the flights will not exceed NZ\$5,000.00. The flights must be taken by the winning Applicant (or an employee, contractor, or representative of the winning Applicant) for the purposes of advancing the Applicant's business. The Promoters will endeavour to introduce the winning Applicant to contacts in the web/technology industry in San Francisco. The flights cannot be resold, transferred, or exchanged for cash. If the total cost of flights is less than the stipulated amount, the winning Applicant will not be entitled to the difference. If the total cost of flights is greater than the stipulated amount, the winning Applicant will be required to pay any extra costs. The Promoters will use reasonable efforts to book the flights requested by the winning Applicant. The Promoters will not be responsible for any fluctuations in price that may occur between an Applicant notifying the Promoters of its preferred flights and the time when bookings are made. The winning Applicant will also be responsible for paying any additional costs associated with the prize that are not specifically included, including without limitation, accommodation, transport, meal costs and other expenses, spending money, insurance, visas and all other incidentals. The winning Applicant will be responsible for organising current valid passports and making sure those travelling comply with any other entry requirements of the destination country (including without limitation, organising any visas and submitting an ESTA form for entry into the United States).

- Up to 3 months use of the Kiwi Landing Pad in San Francisco.
- And all of the prizes available as a finalist as set out below.

23. The 6 finalists will also receive the following prizes which must be taken within one year of the finalists being announced:

- A Small Business Banking package from BNZ (subject to the terms and conditions set out in clause 24 below) consisting of:
  - A TotalMoney for Business account with monthly account fees waived for the first year. By becoming a Small Business customer you are entitled to:
    - free access to the BNZ Edge Centre in Auckland for both the duration of its opening hours and as long as the winner is a BNZ customer
    - access to Small business specialists in stores nationwide
    - 7-day access to the Small Business Hub contact centre via phone and email
    - free tools and resources available online

- Merchant & Payments – a choice of the facilities with the setup fee waived. The fee waiver is only applicable to BNZ's EFTPOS, Buy-line+Online, Buy-line+Direct, Buy-line+Hosted, BNZ Securit-e products.
- GlobalPlus Business Visa with the account fee waived for the first year.
- A free ticket to Garr Reynold's Presentation Zen workshop on 15th February 2012; to prepare their pitching skills.
- The opportunity to create a space in the BNZ Start-up Alley during the first day of Webstock '12, (Thursday 16 February) to meet, talk and promote their start-up.
- Up to 1 month use of the Kiwi Landing Pad in San Francisco. Finalists must make all arrangements at their own cost to claim this aspect of the prize.

24. For the above Small Business Banking Package: Account opening and lending criteria apply. TotalMoney is not available for partnerships or businesses with an annual turnover of more than \$1 million or managed by BNZ Partners. Full details, TotalMoney terms and conditions, current disclosure statement and Qualifying Disclosure Statement may also be obtained free of charge from a BNZ store or viewed on [bnz.co.nz](http://bnz.co.nz)

Banks payments solutions are provided pursuant to a merchant services facility to be entered into between you and the bank. Fees, charges and conditions will apply. All merchant services are offered subject to the BNZ Merchant Agreement General Terms and Conditions which can be obtained from a BNZ store or viewed on [bnz.co.nz](http://bnz.co.nz).

25. In the event that any part of the prize package is unavailable for any reason despite the Promoters' reasonable endeavours, the Promoters reserve the right to substitute the prize for a different prize of equal or greater value. The Promoters decisions in relation to any aspect of the Event (including the prize package) are final and no correspondence will be entered into.

26. Applicants' personal information will only be used for the purposes of this competition.