

## **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"). Entries must be received by email to [bnzstartupalley@webstock.org.nz](mailto:bnzstartupalley@webstock.org.nz) no later than 5:00pm on Friday 8<sup>th</sup> January 2016.
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 Entries from Applicants to the Event, neither the Promoters nor 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), Entry, photo, image and 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 from time to time including, but not limited to, in relation to the Event and any future Events.
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. All Finalists are entitled to publicise their status once the Event results are made public. The Finalists may 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. Entering 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 Entry 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 in its Entry is true, current, and complete, 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 Entry.
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. 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. Applicants will retain ownership of their Entry. Each Applicant also grants the Promoters a non-exclusive, royalty free licence to use the information contained in the Entry 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. All Applicants must:
  - Be a New Zealand business

- Have 5 or less employees
  - Be in the web/technology or social enterprise industries and must have an idea, working concept or product for their start-up business relevant to these industries.
  - Be able to demonstrate they have a clear direction and purpose
  - Finalists will also be required to attend the Webstock conference.
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, including any links to your website or products ("Entry"). Entries must be emailed to [bnzstartupalley@webstock.org.nz](mailto:bnzstartupalley@webstock.org.nz) before 5pm, Friday 8<sup>th</sup> January 2016.
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 22<sup>nd</sup> January 2016. On Friday 22<sup>nd</sup> January 2016 the official announcement of the finalists will be made by the Promoters. The finalists must begin preparing their pitch for the BNZ Start-up Alley event night which is on Thursday 11<sup>th</sup> of February 2016.
21. The finalists must present to the "Judging Panel", selected by the Promoters, after the first day of the Webstock conference (Thursday 11<sup>th</sup> February 2016) at the BNZ Start-up Alley event. The Event will be held in the St James Theatre 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 prizes from BNZ:
- A Small Business Banking package from BNZ (subject to the terms and conditions set out in clause 25 below) consisting of:
    - A MyMoney for Business account, fee free for 12 months, with \$20,000 deposited by BNZ upon opening.
    - By becoming a Small Business customer you are entitled to:
      - 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 or a BNZ PayClip device, with the monthly usage fee waived for 3 months.

The prize money can only be applied to business-related expenditure, with the main objective of helping to expand the winning Applicant's business.

- Up to \$5,000 worth of legal advice from Buddle Findlay's Early Stage and High Growth Company advisors. The advice may be given only to the Applicants, or the founder(s) of the Applicants, and must be related to the establishment or expansion of the Applicants' business and within Buddle Findlay's normal expertise as a corporate law firm (for example, it does not include residential conveyancing, criminal or family law advice). The value of the advice is determined with reference to Buddle Findlay's normal hourly rates. Any disbursements incurred in connection with Buddle Findlay's advice (eg, registration or court filing fees) will need to be paid by the Applicants. Buddle Findlay's normal Terms of Engagement (available at <http://www.buddlefindlay.com/who-we-are/information-for-clients>) and conflicts policy will apply. The prizes must be used within 12 months of the winning Applicant being announced, and cannot be transferred or exchanged for cash.
  
- And all of the prizes available as to the second-placed Applicant as set out in clause 23 below (excluding the Small Business Banking package and the legal consultation with Buddle Findlay).

23. The second-placed Applicant will receive the following prizes from BNZ:

- A Small Business Banking package from BNZ (subject to the terms and conditions set out in clause 25 below) consisting of:
  - A MyMoney for Business account, fee free for 12 months, with \$10,000 deposited by BNZ upon opening.
  - By becoming a Small Business customer you are entitled to:
    - 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 or a BNZ PayClip device, with the monthly usage fee waived for 3 months.

The prize money can only be applied to business-related expenditure, with the main objective of helping to expand the winning Applicant's business.

- Economy class flights comprising (to a maximum value of NZ\$5,000 per winning applicant) 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. The flights must be taken by the winning Applicants (or an employee, contractor, or representative of the winning Applicants) for the purposes of advancing the Applicant's business. The Promoters will endeavour to introduce the winning Applicants 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 Applicants will not be entitled to the difference. If the total cost of flights is greater than the stipulated amount, the winning Applicants will be required to pay any extra costs. The Promoters will use reasonable efforts to book the flights requested by the winning Applicants. The Promoters will not be responsible for any fluctuations in price that may occur between the Applicants 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 Applicants 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).

- An optional 1-hour professional business coaching provided by The Icehouse, held in Auckland on specific dates to be confirmed by The Icehouse post Start-up Alley event. This prize is valued at \$330 per person and can be attended by up to 3 co-founders.
- A free initial legal consultation (up to two hours) with Buddle Findlay's Early Stage and High Growth Company advisors. The advice may be given only to the Applicants, or the founder(s) of the Applicants, and must be related to the establishment or expansion of the Applicants' business and within Buddle Findlay's normal expertise as a corporate law firm (for example, it does not include residential conveyancing, criminal or family law advice). The value of the advice is determined with reference to Buddle Findlay's normal hourly rates. Any disbursements incurred in connection with Buddle Findlay's advice (eg, registration or court filing fees) will need to be paid by the Applicants. Buddle Findlay's normal Terms of Engagement (available at <http://www.buddlefindlay.com/who-we-are/information-for-clients>) and conflicts policy will apply. The prizes must be used within 12 months of the winning Applicant being announced, and cannot be transferred or exchanged for cash.

- And all of the prizes available to the 6 finalists as set out in clause 24 below (excluding the Small Business Banking package).
24. The 6 finalists will receive the following prizes from BNZ 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 25 below) consisting of:
    - A MyMoney for Business account, fee free for 12 months, with \$1000 deposited by BNZ upon opening.
    - By becoming a Small Business customer you are entitled to:
      - 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 or a BNZ PayClip device, with the monthly usage fee waived for 3 months.

The prize money can only be applied to business-related expenditure, with the main objective of helping to expand the winning Applicant's business.

- 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.
- Two tickets to the Webstock conference held on the 11<sup>th</sup> and 12<sup>th</sup> February 2016.

25. For the above Small Business Banking Packages: Account opening and lending criteria apply. MyMoney for Business is not available for partnerships or businesses with an annual turnover of more than \$1 million or managed by BNZ Partners. Full details, MyMoney for Business 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)

BNZ’s payments solutions are provided pursuant to a merchant services facility to be entered into between you and BNZ. 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).

26. All finalists will have the opportunity to meet with a BNZ Business Specialist for a no-obligation discussion about the finalist's business banking needs. The date and time of this meeting is to be agreed between the finalist and BNZ and can occur either prior to or post the Start Up Alley event on Thursday 11<sup>th</sup> February 2016.
27. The finalists agree to a profile of their business featuring in the Promoters programme for the Webstock conference. The finalists agree to provide images and copy needed for this, and will have the opportunity to approve the profile prior to the production of the programmes.
28. The finalists have the opportunity to meet with each member of the Judging Panel. This meeting will take place on Wednesday 10<sup>th</sup> February 2016 and is subject to the finalists and the Judging Panel's availability at the given time. The time of the meeting will be communicated to the finalists a week prior to the Start Up Alley event.
29. 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.
30. Applicants' personal information will only be used for the purposes of this competition.