

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

Here are the terms and conditions (“Terms”) for the BNZ Start-up Alley competition (“Competition”). They’re here to protect you as an applicant, other applicants and the organisers behind the Competition. By submitting an Entry, you agree to be bound by these Terms.

### **The Event**

1. The promoters of the Competition are BNZ and Code For Freedom Limited (“Promoters”).
2. Webstock is an annual web technology conference featuring a range of high profile speakers and hosted by Code for Freedom Limited. This year, it is held on 15-16 February in the St James Theatre in Wellington, New Zealand (“Webstock Event”).
3. The Competition consists of an application phase, where Applicants must submit an Entry by 5pm Friday 12 January 2018, after which six Finalists will be chosen to progress to the presentation phase, where they will prepare and present a pitch during the Webstock Event to a panel of judges before a live audience.
4. By considering each Applicant’s Entry, neither the Promoters nor any of their related companies (which has the same meaning as in the Companies Act 1993) are implying an endorsement of the particular Applicant, their business or their products or services.
5. 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 Competition or the Webstock Event (including any discontinuance of either, or in accepting any part of the prize package) or relating to the Applicant's business, products 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.
6. The Promoters reserve the right to cancel, amend or withdraw the Competition 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.
7. 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.
8. The Competition 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.

### **Applicants’ personal information and commitments**

9. All expenses of an Applicant's participation in the Competition, unless specifically stated in these Terms, are the sole responsibility of the Applicant.

10. Applicants will retain ownership of their Entry. However, with the exception of any information in an Entry which an Applicant has expressly identified as being confidential, each Applicant:

- a. grants the Promoters a non-exclusive, royalty-free license to use the information contained in their Entry;
- b. agrees to allow their name, company name (if applicable), photo, image and logo to be used by the Promoters; and
- c. agrees for its participation in the Competition to be recorded without payment,

for the purposes of managing the Competition and the Webstock Event and for advertising and publicity purposes from time to time including, but not limited to, in relation to the Competition or the Webstock Event (including future Webstock Events), including disclosing Entry information to third parties.

11. The Finalists and Winners may be required to take part in publicity accompanying or resulting from the Competition or the Webstock Event (including at future Webstock events), as long as the requests are reasonable. The list of Finalists and Winners may be published on BNZ's and Webstock's websites and through their respective social media channels.

12. The Finalists agree to a profile of their business featuring in the Promoters programme for the Webstock Event. 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.

13. Each Applicant agrees that it will not at any time, without the Promoters' prior written consent, disclose or reveal any information relating to the Competition or the Webstock Event or make any announcement during the Competition. All Finalists are entitled to publicise their status once the Competition results are made public.

14. Entering the Competition does not grant an Applicant any rights to use the Competition or Webstock Event name, logo or any images from or relating to the Competition or Webstock Event without the express written approval of the Promoters.

### **Eligibility and application**

15. 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").

16. Applicants must be a start-up or early-stage business, in the web/technology industry or social enterprise industry with a technology component, with a working concept or product or service relevant to these industries. They must be able to demonstrate a clear direction and purpose and that they have a commitment to diversity.

17. To enter this competition, Applicants must prepare a Word or PDF document (1 - 5 pages) telling us about themselves, their start-up and why they should be a Finalist, including any links to their website or products ("Entry"). Entries must be received by email to [bnzstartupalley@webstock.org.nz](mailto:bnzstartupalley@webstock.org.nz) no later than 5pm on Friday 12 January 2018.
18. Only one Entry will be accepted from each Applicant (including from a group of related companies).
19. Applicants agree to make further information available in accordance with the Promoters' requests and reasonable due diligence requirements.
20. Applicants must state in their Entry if there is any possibility of a conflict of interest (for example, if they have an existing relationship with one of the Competition judges, one of the Webstock team, or a staff member of one of the Promoters). The Entry may still be able to be accepted but the Promoters need to make an informed decision around any actual or perceived conflict of interest.
21. By entering the Competition, each Applicant warrants that all information in their 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.

## **Competition**

22. A panel of judges selected by the Promoters ("Internal Panel") will select six Applicants ("Finalists") to progress to the presentation phase of the Competition. The Finalists will be notified and officially announced by the Promoters by Friday 19 January and will need to begin to prepare their pitch.
23. The Finalists must present their pitch to another panel of judges selected by the Promoters ("Judging Panel") at the Webstock Event on Thursday 15 February at 6:15pm.
24. The Judging Panel will determine the winner of the Start Up Accelerator Prize and the Social Enterprises Kick Start Prize on this date.
25. Each Finalist will have an opportunity to meet with each member of the Judging Panel on Wednesday 14 February (subject to their availability) at a time to be determined.
26. 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.

## **Prizes**

27. Each Finalist will receive the following prizes which must be used or taken within 12 months of them being announced:

- a. An opportunity to meet with a BNZ Business Specialist for a no-obligation discussion about the Finalist's business banking needs ("BNZ Banking Needs Conversation"). The date and time of this meeting is to be agreed between the finalist and BNZ and can occur either before or after the Webstock Event.
- b. A Small Business Banking package from BNZ (subject to the terms and conditions set out in clause 31 below) ("Small Business Banking Package") consisting of:
  - A MyMoney for Business account, fee free for 12 months, with \$1000 deposited by BNZ upon opening. This money can only be applied to business-related expenditure, with the main objective of helping to expand the Finalist's business.
  - 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
- c. Two tickets to the Webstock Main Conference held on 15-16 February 2018.

28. The winner of the Social Enterprises Kick Start Prize will receive the following prizes which must be used or taken within 12 months of them being announced:

- a. A BNZ Banking Needs Conversation.
- b. A Small Business Banking Package, as per the above, with \$20,000 deposited by BNZ upon opening rather than \$1,000.
- c. Access to free business mentors provided by the Promoters, tailored to the winner's identified needs at the discretion of the Promotor, which includes advice from key business mentors within the BNZnetwork.
- d. Two tickets to the Webstock Main Conference held on 15-16 February 2018.

29. The winner of the Start Up Accelerator Prize will receive the same prizes as the winner of the Social Enterprises Kick Start Prize, along with economy class flights comprising (to a maximum value of NZ\$5,000 per winning applicant) two return flights from New Zealand to the USA, subject to the following conditions:

- a. All flights must be taken within one year of the winning Applicant being announced.
- b. The total value of the flights will not exceed NZ\$5,000.
- c. The flights must be taken by the winner (or an employee, contractor, or representative of the winner) for the purposes of advancing the winner's business.
- d. The Promoters will endeavour to introduce the winner to contacts in the web/technology industry in the USA.
- e. The flights cannot be resold, transferred, or exchanged for cash.
- f. If the total cost of flights is less than the stipulated amount, the winner will not be entitled to the difference. If the total cost of flights is greater than the stipulated amount, the winner will be required to pay any extra costs. The winner 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.

- g. The Promoters will use reasonable efforts to book the flights requested by the winner. The Promoters will not be responsible for any fluctuations in price that may occur between the winner notifying the Promoters of its preferred flights and the time when bookings are made.
  - h. The winner 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).
30. None of the prizes can be transferred or exchanged for cash.
31. 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)
32. 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).
33. 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.
34. 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.