Terms and Conditions
for the Westpac Business Growth Grant programme 2019.

1. Background
The Westpac Business Growth Grant programme ("Growth Grants") run by Westpac New Zealand Limited ("Westpac" or "us", and "we" and "our" have corresponding meanings) aims to help a number of small to medium size businesses ("SMEs") that have plans to grow and expand. In particular, Westpac wishes to support 6 New Zealand based SMEs with achieving their growth goals.

2. These Terms and Conditions
Your involvement in the Growth Grants is subject to the terms and conditions set out below ("Terms and Conditions"). In addition, our terms of use (copy available at http://www.westpac.co.nz/terms-of-use) ("Terms of Use") apply to your use of this website ("Website"). For these Terms and Conditions, unless the context requires otherwise:

'Consultant' means the individuals who will be providing the Top 6 finalists (Top 6 Businesses) with expert advice, namely those accountants, lawyers and business bankers who have either been approved by Westpac or are Westpac employees.

'Individual' means an Individual who is ordinarily resident in New Zealand at the time of the application, is at least 18 years of age, and is either:

a. the sole owner of a New Zealand Business;
b. authorised in writing by the sole owner of a New Zealand Business to apply for the Growth Grant on these Terms and Conditions;
c. where a New Zealand business has more than one owner, authorised in writing by all of the owners of the New Zealand Business to apply for the Growth Grant on these Terms and Conditions.

The Individual must not be a current or previous employee of, or contractor (directly or indirectly) to us.

'New Zealand Business' means a business that is:

a. a legal entity incorporated or formed in New Zealand;
b. in which a controlling interest is owned by a person or persons ordinarily resident in New Zealand at the time of the application (for example, more than 50% of the voting power in a company); and

c. carries out its principal business activities in New Zealand.

3. Applications
If you are interested in applying to be a part of the Growth Grants, you are invited to submit an online application at www.westpac.co.nz/growthgrant. The application includes:

- completion of all of the questions on the application form;
- photos of your New Zealand Business and / or product (optional); and
- acceptance of these Terms and Conditions.

By submitting an application, you agree that you have read, and agree that the applicant will be bound by, these Terms and Conditions.

All documents and other materials forming part of your application must be in English. You must also ensure that you meet any other eligibility criteria as specified in these Terms and Conditions.

You must apply for the Growth Grants between 9am on 1 May 2019 and 5pm on 7 June 2019. All times specified are New Zealand Daylight Time (NZDT) and our designated computer is the official timekeeper for the Growth Grants. You may make one application per New Zealand Business, and any one Individual can make applications for a maximum of two New Zealand Businesses.

Incomplete applications will be deemed invalid and rejected. Strict word counts apply and applications that exceed any relevant word counts will be deemed invalid and rejected. Applications will be accepted at the time of receipt by Westpac and not at the time of transmission.

Applicants are not required to have a Westpac bank account at the time of making their application. However, upon winning the Growth Grant, the overall winner will be required to open a Westpac account such that the cash element of the Grant can be deposited into.

4. Eligibility Criteria
Applications for the Growth Grants ("application") must be:

a. made by an individual ("you"); and
b. relate to an existing New Zealand Business that has been:
   i. operating, and is financially viable and
   ii. has an annual turnover of up to $10 million ("applicant").

5. Evaluation Criteria
The key criteria that we will use to evaluate your application as part of the "Initial Evaluation Phase" are set out below:

a. Original work: Your application must be an original work.
b. Financial: Your New Zealand Business should have experienced sound financial viability for at least the last two years.
c. Growth Opportunity: Your application must provide clear evidence of sound business acumen.
d. Business Acumen: Your application must display clear evidence of sound business acumen.
e. Long-term Financial Sustainability: Your application has given consideration to long-term financial sustainability.
f. Planning: Your application must display that steps have already been taken towards the stated growth opportunity and the identification of any hurdles to achieving that opportunity. Your application should also provide a clear outline of how the $40,000 ("Cash Amount") Westpac Business Growth Grant will be spent if your business is selected as the overall winner.
g. Communication: Your proposal communicates the vision, goals and business story effectively.
h. Sustainability: Your proposal shows how your business makes a positive contribution to New Zealand economically, socially, and/or environmentally.

These evaluation criteria are not exhaustive, are not listed in order of precedence and may not all be taken into account or be given equal consideration by us.

We may also take such other matters into consideration as part of this Initial Evaluation Phase as we deem appropriate (acting reasonably), and for this purpose we may contact you to request further information. Our selections and decisions made in relation to the Initial Evaluation Phase are final.
6. Panel Consideration

There will be two stages of the judging process. In the first stage, a Westpac appointed panel of business professionals will review all applications received and, in consultation with any other experts they feel necessary, create a shortlist of applicants. We will not contact you if your application has not been shortlisted. Westpac will endeavour to contact all applicants who are shortlisted as being in the running for the Top 6 Businesses by no later than 5pm on the 7 June 2019. Applicants will be asked to supply their financial statements from the previous two years (which may include profit and loss statements and statements of account) by no later than 5pm on the 20 July 2019 in order to be eligible to be considered for the next stage.

Westpac reserves the right to assess the financial viability of a business using the financial statements provided and information gathered through any other checks undertaken by Westpac which may include conducting a business credit check during this stage.

The Top 6 Businesses will then be invited to present their plan in person to a final judging panel for the final judging stage at the judging event 25 July 2019, to be held at Westpac’s offices on Takutai Square in Auckland (Judging Event).

The presentation should be no more than 15 minutes, and the panel may have follow-up questions for you for no more than 10 minutes – so you will need to be well prepared, and must be able to present in person.

Judges appointed to any of the judging stages will be at Westpac’s absolute discretion.

By applying for the Growth Grants you are authorising Westpac to disclose your application and the information contained in it to the judges, who will only use such information for judging purposes.

If we are unable to contact you within a reasonable period of attempting to notify you that you are invited to present, you may (in our sole discretion) forfeit your opportunity and an alternate applicant may be selected for presentation.

As part of reaching the Top 6 Businesses Westpac will agree to pay reasonable flight and accommodation costs, for you and one other person (if you live outside Auckland) that might be incurred in attending your presentation on 25 July 2019.

The presentation made by applicants will be recorded for promotional use by Westpac. This might include, but is not be limited to, following -

a. our key evaluation criteria for selecting the Top 6 Businesses will be those criteria as set out in clause 5. However we may also take such other matters into consideration as part of selection for the Top 6 Businesses as we deem appropriate.

b. The Top 6 Businesses will be selected from 6 regions, one from each of the following –

1. Auckland/Northland
2. Waikato, Bay of Plenty
3. Central North Island (Taranaki/Manawatu/Whanganui/Hawkes Bay/Gisborne
4. Wellington
5. Canterbury, Tasman, Nelson, West Coast, Marlborough
6. Otago, Southland

c. The selection of the Top 6 Businesses is at our absolute discretion.

d. If an alternative applicant is selected under clause 8, the alternative applicant will receive the same prize as the original applicant would have received.

e. If your application is shortlisted as in the running for any of the prizes outlined below then;

f. We will endeavour to notify you on the telephone number or at the email address you submit as part of your application by no later 28 June 2019.

g. You will be asked to provide financial statements for the last two years to verify financial viability of your business by no later than 5pm on the 20 July 2019.

h. If you do not have financial statements for the last two years, get in contact with us to let us know what you can provide.

i. If your financial statements (or such alternative documentation as is agreed with Westpac) are not received by the due date, another applicant will be selected in your place.

8. Growth Grants and prizes

All Applicants

All applicants who submit a valid application, will receive a free introductory 21 day subscription to the AccMe Virtual Coaching Tool (located at www.accme.co) (AccMe). Each applicant will be provided with a promotional code and website link to AccMe to take up this free introductory subscription.

Top 6 Businesses

If your application is selected by the panel as being a Top 6 Business then:

a. We will notify you on the telephone number or at the email address you submit as part of your application by no later than 5pm, 28 June 2019.

b. In addition each Top 6 Business will receive one free 24 month membership to the AccMe.

c. As a Top 6 Business you are entitled to book accommodation for up to 2 adults in a studio or one bedroom apartment to the value of $2,500. Valid until 31 March 2020. Booking must be made directly with the Quest corporate office. The total value of the $2,500 can be applied over multiple visits. Subject to availability at the time of booking and excludes peak periods and blackout dates. Accommodation is only available for bookings made for Quest Apartment Hotels in New Zealand. The voucher is non-transferable and standard booking cancellation conditions apply. Any incidental charges will be charged to the guest upon checkout. As standard practice, photo ID, credit card or security bond may be required upon check-in.

d. If your application is accepted by the panel as being a Top 6 Business,

e. As a Top 6 Business you are entitled to receive free expert advice from certain Consultants including:

i. A two hour one on one consultation with a chartered accountant which can be used to review your business’s financials, business structure, tax structure or a particular accounting issue.

ii. A two hour one on one consultation with a lawyer which can be used on any matter related to your business.

iii. A two hour one on one consultation with an Human Resources (HR) expert which can be used on any HR matter related to your business.

iv. A two hour one on one banking and finance consultation with an experienced business banker to review all your current banking and funding arrangements, to provide you with any recommendations to simplify your banking, save you money or improve cash flow, and answer any banking or funding
questions you may have.

The Consultants you meet with will be determined by Westpac in consultation with you.

By applying for Growth Grants you acknowledge that, where you are selected to be a Top 6 Business, Westpac will disclose your application and the information contained in it to your Consultants for the purpose of providing advice to assist your business. Your Consultants may contact you using the information you provide in your application.

a. Westpac does not endorse the advice given during any consultation with a Consultant who is not a Westpac employee.

b. Where a 1:1 consultation is not practical for a face to face session then a phone or video call session may be substituted instead.

c. All options must be used within 6 months i.e. by 27 December 2019.

d. Where you wish to receive additional time with a particular external consultant (beyond the time periods indicated above), this will be at your businesses’ cost.

e. In order to be eligible for the Top 6 Business prize you will need to be able to attend the judging event in Auckland 25 July 2019 and present to a panel of judges. If you cannot attend this event, you will not be able to receive the package prize to the Nurture Change Business Retreat in Fiji.

f. As part of attending the judging event your travel (plus partner) and accommodation will be paid for by Westpac. d) Each of the Top 6 Businesses will receive a package prize for two people to attend the Nurture Change Business Retreat (Retreat) held on 4-8 September 2019 at Intercontinental, Natadola Bay, Fiji (lifestyle hotel).

g. Each Top 6 Businesses can take a partner to the Retreat.

h. Flights for two from either Christchurch or Auckland to the Retreat are paid for by Westpac.

i. Transfers to and from the airport in Fiji to the resort are covered, along with food and accommodation in a Twin Share room during the Retreat.

j. You will be responsible for any additional costs, including the costs of any alcohol, changes to accommodation (including the type or length of stay), additional food and services purchased at the Resort, and travel to either the Auckland or Christchurch airport (including any additional accommodation costs) from your residence.

Overall Winner

If your application is selected by the panel as the overall winner:

a. You will be notified during the Judging Event.

b. Subject to the rest of this clause, you will be eligible to receive $40,000 cash to assist with the related New Zealand Business’ growth plans. The $40,000 Cash Amount, which will be paid upfront into the winning New Zealand Business’ Westpac bank account.

c. The overall winner will allow Westpac to follow their progress via a case study which may be used in a number of their marketing and communication channels as well as on the Website itself.

Payment of the Cash Amount is subject to:

i. you providing us with such information as we require to meet our legal obligations in relation to such payment or funding;

ii. us being satisfied in our sole discretion that such payment or funding will not cause us to be in breach of any applicable laws of New Zealand or any other jurisdiction;

iii. your compliance with these Terms and Conditions; and

iv. the opening of a Westpac bank account for the New Zealand Business which is the overall winner for the Cash Amount to be paid into (if the overall winner does not already have one).

Failure to comply may result in the forfeit of the Cash Amount, in our sole discretion and we may, in our sole discretion, select an alternative recipient for, or decide not to pay, any part of the Cash Amount.

Payment of the Cash Amount will be made in cleared funds and without any deduction or withholding on account of any taxes other than as may be required by law.

d. You will receive an advertising (i.e. radio, online, print or otherwise advertising) package to the value of $10,000.

i. This must be spent in conjunction with Westpac, at Westpac’s appointed media agency, FCB Media. Westpac will assist with briefing our media agency FCB Media on advertising requirements. FCB Media will then recommend a targeted $10,000 media schedule for your review, to be funded by Westpac.

ii. Should the value of your advertising package be under $10,000 then there will be no payout of the remaining funds. Should you wish to spend more than the $10,000 then you will need to cover additional funds required over $10,000.

iii. Any costs associated with creating the adverts, imagery or otherwise to be used in the advertising campaign is at your cost.

In addition each Top 6 Business will receive one free 36 month membership to the AccMe virtual coaching tool located at www.accme.co

9. Your participation in the Growth Grants

Your involvement in the Growth Grants may reflect on us, and you must not:

a. represent that you are our agent or affiliated with us otherwise than as contemplated by these Terms and Conditions; or

b. bring Westpac into disrepute or make any disparaging comments about Westpac in relation to the Growth Grants.

You may cease your participation in the Growth Grants at any time prior to your application being selected as the overall winner, but you recognise that your withdrawal may make you ineligible to receive any of the prizes described above, and may have logistical or practical implications for the Growth Grants and therefore agree to notify us as soon as possible (but in any event by no later than by the day that is five days prior to your presentation to the panel, if applicable).

10. Our ability to vary the Growth Grants

While these Terms and Conditions describe our intention for the Growth Grants as at the time of publishing, we may, in our sole discretion, acting reasonably, vary the stated process. We reserve the right at any time and for any reason to (prior to the selection of the overall winner):

a. vary the Growth Grants in any way, including any applicable dates or timeframes, in which case we will use reasonable endeavours to provide you with notice of changes to the dates or timeframes, either by email or by publishing changes on the Website;

b. not proceed with all or any part of the Growth Grants in which case we will use reasonable endeavours to provide you with notice of cancellation in whole or in part;

c. proceed in a manner other than that described on the Website in which case we will use reasonable endeavours to provide you with notice of such a change in the process of the Growth Grants;

d. discontinue your further participation in the Growth Grants for any reason acting reasonably; or
e. adopt different approaches with different applicants taking into account the type of application submitted, and enter into separate discussions with applicants on that basis.

In the event that any circumstances listed in clauses 10(a) to 10(e) occur, you may cease your participation in the manner set out in clause 9.
11. Your material
During the course of your involvement in the Growth Grants, you may provide or communicate to us details of (and information in relation to) your business, and other related documents, presentations, written or oral statements, photos or videos, or materials ("Material"). You represent, warrant and undertake that:

a. Ownership: you own your Material;
b. Originality: your Material is all original work;
c. No infringement: your Material will not infringe the Intellectual Property Rights (as defined below), Moral Rights (as defined below) or other rights of, or breach any obligations of confidence owed to, any person;
d. No infringement – use: the use of your Material by us in relation to the Growth Grants will not infringe any third party Intellectual Property Rights, Moral Rights or other third party rights;
e. No infringement of law: your Material does not violate any applicable law of New Zealand;
f. Accuracy: your Material will be up-to-date when submitted to us, and at all times true, accurate and not misleading;

Each of the above is considered a warranty or representation for the purposes of clause 17. In this clause 11:

‘Intellectual Property Rights’ means trade marks, service marks, trade names, domain names, get-up, logos, patents, inventions, registered and unregistered design rights, copyrights, database rights and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations; and

‘Moral Rights’ means the rights conferred by Part IV of the Copyright Act 1994 and any similar or corresponding rights existing anywhere in the world.

12. Confidentiality, privacy and publicity
All applicants accept that Westpac may use their contact details for use in contacting them about the Growth Grants. Applicants may also opt in to receiving further contact from Westpac and their local Chamber of Commerce regarding other products and services deemed to be of value to their business. This may include contact via electronic communications.

The personal information provided on your application may be used for credit checking purposes and provided to credit reporters for them to store and use it to provide their reporting service. When other customers of credit reporters use their credit reporting service, the credit reporters may give the information to those customers.

a. Where you provide us with materials intended for public disclosure (i.e. not marked confidential) in connection with the Growth Grants, we may use those materials and information about you to administer the Growth Grants and evaluate the applications, and may publicly disclose such materials. We may publicise your involvement in the Growth Grants, and you must provide us with your reasonable co-operation in publicising the Growth Grants (including consent to the publication of your name, likeness and other appropriate information) if deemed appropriate by us for up to 36 months from the selection of the overall winner.

b. You agree to participate in publicity activities in relation to the Growth Grants, including participating in videos, photographs, recordings/sounds and statements and you hereby grant us and our group of companies, the right to use, copy, distribute, publish, display and exhibit such material, without further reference, payment or other compensation in relation to those publicity activities.

c. You agree not to engage in any other publicity or promotional activities or make any public announcement about your participation in the Growth Grants without our prior written consent.

d. Unless otherwise agreed between us, we agree not to disclose to the public or any third party any of your Material that you specify in your application is confidential, except:
   i. as otherwise required by law;
   ii. as required to administer the Growth Grants; or
   iii. to the extent that the information is in the public domain (other than because of a breach by us of these Terms and Conditions).

e. You agree that you will not discuss or divulge the details of your application with any other person for a period of 12 months from the date that you submit your application to us.

13. Conflict of Interest
a. You must indicate in your application whether, as at the date of submission of the application, any actual or potential conflict of interest exists in relation to your participation in the Growth Grants. Such conflict of interest includes, but not limited to, any relationship with a judge or an interest in a judge’s business. If in doubt, indicate such a conflict.

b. You must promptly notify us if any such actual or potential conflict of interest arises after the date of submission of your application. If in doubt, notify us.

c. If we determine that there is an actual or potential conflict of interest, we may:
   i. exclude you from further participation in the Growth Grants;
   ii. enter into discussions with you to seek to resolve the conflict of interest; or
   iii. take any other action we consider appropriate.

14. Our liability to you
a. Subject to these Terms and Conditions, while we may discuss your New Zealand Business with you and make suggestions, you must evaluate any such suggestions and make your own decisions in relation to your business, and you therefore acknowledge and agree that:
   i. we have no responsibility in relation to your New Zealand Business; and
   ii. you bear all risks associated with your New Zealand Business.

b. To the maximum extent permitted by law, our maximum aggregate liability to you under or in relation to these Terms and Conditions and the Growth Grants, whether in contract, tort (including negligence other than negligence which causes personal injury or death), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to NZ$100.

c. To the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
   i. special, indirect, consequential or incidental losses;
   ii. punitive damages; or
   iii. damages for loss of opportunity, profits, revenue or goodwill, whether in contract, tort (including negligence other than negligence which causes personal injury or death), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

d. We are not responsible for human error, theft, destruction, or damage to applications or other factors beyond our reasonable control, and you assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected applications.

e. We make no warranty, representation or guarantee, express or implied, in connection with our ability in any way to achieve the New Zealand Business’ growth plans.
f. We shall not assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by the Website or the Growth Grants; errors, omissions, interference or other improper or inappropriate activity by any Website user or third party, including but not limited to tampering or hacking by any means or equipment; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Growth Grants; theft, loss, destruction or damage to a application in whole or in part; and other factors beyond our reasonable control. We are not responsible for injury or damage to your or to any other person’s computer related to or resulting from participating in the Growth Grants or downloading materials from or use of the Website.

g. All information provided on the Website is provided “as is” without warranty of any kind, either express or implied, except as required by law.

15. Your liability to us

Without limiting any other right or remedy that we may have, you agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including reasonable legal and accounting fees, arising in connection with:

a. any breach by you of any warranty or representation under these Terms and Conditions;

b. any misrepresentation made by you in connection with the Growth Grants;

c. any negligent or unlawful act or omission of you, your employees, agents or contractors;

d. the infringement or alleged infringement of a third party’s Intellectual Property Rights, Moral Rights or other rights, arising directly or indirectly from our use of your Material in accordance with these Terms and Conditions; and

e. any damage you cause to this Website or any Westpac systems (including by introducing a virus into your application, deliberately, inadvertently or otherwise).

16. Costs and expenses; Taxes

You must bear your own costs and expenses associated with the preparation of your Material and your application, and your participation in the Growth Grants.

You are solely responsible for any taxes imposed on you by law in connection with the Growth Grants, including any penalties or interest that may arise as a result of any failure or omission on your part in relation to your taxation obligations. If you are at any doubt as to your taxation responsibilities in connection with the Growth Grants, you should obtain appropriate independent tax advice.

All payments made in connection with the Growth Grants are inclusive of New Zealand goods and services tax (if any).

17. General matters

a. The words ‘including’, ‘such as’, ‘particularly’ and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.

b. If we do not act in relation to a breach by you of these Terms and Conditions, this does not waive our right to act with respect to subsequent or similar breaches.

c. The indemnities in these Terms and Conditions are continuing obligations, independent from your other obligations and will continue after the conclusion of the Growth Grants. It is not necessary for us to incur expense or make a payment before enforcing a right of indemnity under these Terms and Conditions.

d. If you provide any false or misleading information to us in connection the Growth Grants, including information concerning your identity, contact details, ownership of intellectual property or non-compliance with these Terms and Conditions, may result in immediate elimination from participation in the Growth Grants.

e. Nothing in these Terms and Conditions shall be construed as to give rise to any of the following relationships between you and Westpac: employee, agent, partner of, or joint venturer with Westpac, and you are not authorised to represent yourself as acting for, or incurring an obligation on behalf of, Westpac. Your submission of an application, the awarding of a Cash Amount, or anything in these Terms and Conditions shall not be construed as an offer or contract of employment with Westpac (or otherwise).

f. You will provide to us such information as we may request in connection with the Growth Grants, including with regard to the details of the bank account for payment of any Cash Amount and to allow us to protect our interests against any third party claim or otherwise (including in relation to the Material).

g. In the event of a dispute as to any application, the authorised account holder of the e-mail address used to apply is deemed to be the person who made the application. For the purposes of these Terms and Conditions, the authorised “account holder” is the natural person assigned an e-mail address by an internet access provider, online service provider or other organisation responsible for assigning e-mail addresses for the domain associated with the submitted address. In the case of a dispute as to any application submitted by a legal entity, the legal entity named in the application is deemed to be the entity who submitted the application.

h. Any questions regarding the Growth Grants should be sent to growthgrants@westpac.co.nz or such other method for question submission as indicated on this Website.

i. These Terms and Conditions, the Terms of Use, and information on this Website ("Promotional Material"), constitute the entire agreement between us and you in relation to the Growth Grants and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Growth Grants.

j. In the event of any conflict or ambiguity between any terms in the Terms and Conditions, the Terms of Use and/or any Promotional Material, the Terms and Conditions and the Terms of Use will take precedence to the extent of such consistency or ambiguity.

k. The Promotional Materials are governed by and construed in accordance with the laws of New Zealand, and you submit to the exclusive jurisdiction of the New Zealand courts and any courts of appeal from them. You will not object to those courts on the basis that they are forum non conveniens.

18. Disputes

We are not responsible for any claims or disputes between the Individual and the New Zealand Business owner(s) regarding ownership of a business or the content of an application. We may, acting reasonably, disqualify one or more applicants, without recourse and in our sole discretion, if any such claim or dispute arises during the Growth Grants.