



TERMS AND CONDITIONS

ANZ Business Boost competition terms and conditions

Eligibility and How to Enter

1. The ANZ Business Boost competition (the "Competition") starts on Friday, 24 May 2024 at 12:01am and ends on Friday, 28 June 2024 at 11.59pm.
2. To enter you must be:
 - An ANZ Business customer with a turnover of less than NZ\$1,000,000.00;
 - New Zealand resident or living in New Zealand (with at least six months remaining on a valid visa when entering the Competition) and aged 18 and over on 28 June 2024; and
 - authorised by the business to register for the Competition.
3. Information on how to enter and prizes forms part of these conditions of entry. Entry into the Competition is acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and any other published material, these terms and conditions will prevail.
4. The Competition provides an opportunity for participants to make an application to receive one of up to five ANZ Business Boost packages ("package") to support their business to succeed.
5. Each package will include providing the support you have requested for your business (up to the value of NZ\$20,000.00) to help you through your unique business challenge.
6. A business can only be awarded one package.
7. To make an application participants must complete the online application form available through the dedicated Visa website at <https://www.visa.co.nz/campaign/anz-businessboost> . Participants must complete all the fields on the application form and can submit photos and / or video to further support the application. Instructions on uploading these with the application are available as part of the application form.
8. Applications containing any offensive, misleading, false, repeated, illegal or inappropriate content, in the opinion of ANZ, will be disqualified. In addition, the following applications shall be deemed invalid:
 - incomprehensible or incomplete applications
 - any entries that infringe the intellectual property right of third parties or that are plagiarised, and
 - any entries that do not comply with these terms and conditions.



9. For both applying and being selected to receive a package, you agree that you are fully responsible for any material you submit via your application or during the delivery of a package ("content"). Neither ANZ nor Visa shall be liable in any way for such content to the full extent permitted by law. ANZ and Visa may remove or decline to publish any content without notice for any reason whatsoever. You warrant and agree that:
- a) you will not submit any content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity, or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b) your content shall not contain viruses or cause injury or harm to any person or entity;
 - c) you will obtain prior consent from any person or from the owner(s) of any property (including intellectual property) that appears in the content;
 - d) the content is your original work, or you will obtain full prior consent from any person who has jointly created or has any rights in the content to the uses contemplated by these terms and conditions, and the content does not infringe the rights of any third party;
 - e) you consent to any use of the content which may otherwise infringe an individual's/individuals 'moral rights' in relation to the content pursuant to the Copyright Act 1994 and warrant that you have the full authority to grant this consent; and
 - f) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms in these terms and conditions, you agree to indemnify ANZ and Visa for any breach of the above terms.

10. ANZ and/or Visa may, but is not required to, screen or monitor applications, including for compliance with the requirements set out above. ANZ and Visa will make all determinations as to the compliance and appropriateness of applications in its sole discretion. You irrevocably agree and acknowledge that ANZ or Visa may reject any application at any time without assigning any reason whatsoever.
11. ANZ and Visa reserve the right, at any time, to verify the validity and eligibility of applicants (including a participant's identity and place of business) and reserves the right, in its sole discretion, to disqualify any applicant who ANZ or Visa has reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at ANZ's or Visa's discretion. Failure by ANZ or Visa to enforce any of its rights at any stage does



not constitute a waiver of those rights. ANZ's and Visa's legal rights to recover damages or other compensation from such an offender are reserved.

12. Only one application permitted per participating business. If additional applications are submitted by a business, only the last valid application submitted will be considered by the judges.
13. ANZ employees and contractors are not eligible to enter the Competition.

The Application Process

14. A panel of ANZ appointed judges will review all valid submitted applications before 12 July 2024. The judges will assess each valid application and will ultimately determine successful applications based on their subjective appeal and in accordance with the judging criteria.
15. ANZ reserves the right to select less than five applications in its sole discretion.
16. The final successful applicants, subject to final decision by the judges, will be contacted from 12 July 2024 by ANZ and / or Visa via the contact details provided in the application form. In the event that ANZ or Visa is unable to contact a successful applicant after three reasonable attempts, that applicant will forfeit the package and the judges will select another successful application in their place.
17. ANZ's decision and the decision of the judges are final on all matters relating to applications and the selection of the successful applications. No correspondence will be entered into.
18. In the event that a specific successful application request becomes altered, unavailable, or in the opinion of ANZ, unnecessary or unsuitable in any way, ANZ reserves the right to reassess that application or substitute it in its absolute discretion.
19. The package is not transferrable or exchangeable or redeemable for cash except as determined by ANZ.

Successful Applicant's Obligations

20. All successful applicants agree to be identified by name with their application and have their journey published on the ANZ website or social media. The successful applicants may also be required to agree to any to video, photography, interviews and reports on their story accordingly. Agreement to this shall entitle ANZ to unrestricted use of the images and video footage and rights to distribute, exhibit, license and use the material in any manner whatsoever.



21. If you are selected to receive a package, you may be required to:
 - a) enter into further agreements with ANZ, Visa, and/or external providers to facilitate delivery of the package; and/or
 - b) install analytics tools on your website such as Facebook Pixel to measure effectiveness; and/or
 - c) provide additional information to ANZ, Visa, and external providers to facilitate delivery of the package; andany such requirements will be discussed with you on a case-by-case basis.

22. By being selected as a successful applicant, you grant each of ANZ and Visa, and their affiliates and sub-licensees, a non-exclusive, irrevocable, perpetual, royalty-free, worldwide and sub-licensable licence ("Licence") to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from the content for the purpose of featuring you and your content in their respective advertising for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without any payment, compensation, restriction on use, attribution or liability, or further notification to, or permission from, you. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to ANZ and/or Visa, and anyone acting on behalf of ANZ and/or Visa, doing any act in accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have with respect to the content.

Privacy

23. For information about how ANZ and Visa collects, handles, uses, and discloses your information, including personal information, please see the [ANZ Privacy Statement](https://anz.co.nz/privacy), available at anz.co.nz/privacy (for ANZ) and the [Visa Privacy Policy](https://www.visa.co.nz/legal/privacy-policy.html), available at <https://www.visa.co.nz/legal/privacy-policy.html> (for Visa). The ANZ Privacy Statement and the Visa Privacy Policy also contain information about your right to access and seek correction of your personal information.

24. Visa and Radlab Limited are each a third party associated with this Competition. The information you provide to enter this Competition will be shared with them, and selected partners as part of the application process and if you are confirmed as a successful applicant. This allows these parties to conduct the package fulfilment, which requires them to, amongst other things, assess applications, contact the successful applicants and deliver the relevant packages.

Liability exclusions: When we are not legally responsible



25. To the extent the law allows, neither ANZ nor Visa will be liable for any loss, damage, personal injury, or death (including indirect or consequential loss) which is suffered or sustained from or in connection with the competition, the package, or any act or omission (whether negligent or not) of ANZ, Visa or any of their associated agencies. This also applies to other organisations connected with this Competition. The only exceptions are for wilful default or gross negligence.
26. ANZ and Visa are not liable if an entry is not received as a direct or indirect result of a technical problem of any kind, including internet malfunction. Applications are deemed to be received at the time the submission is successfully received and recorded by Visa, not the time of transmission by the applicant.
27. Where goods or services are supplied by third parties, neither ANZ nor Visa warrants the quality of those goods or services or the suitability for your particular circumstances. To the extent the law allows, neither ANZ nor Visa will be liable for any loss suffered as a result of the use of those goods or services.
28. Selection as a successful applicant and delivery of the package does not constitute any warranty by ANZ or Visa that the provision of the package will address the challenge faced by your business or that such support is suitable for your particular circumstances or its intended purpose.
29. As a condition of submitting an application, you will indemnify ANZ and Visa (and their affiliates) against all direct claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which ANZ or Visa (or their affiliates) may incur arising out of your participation in the Competition, any breach of these terms and conditions by you, or any wrongful or illegal act or omission in relation to the Competition by you, howsoever caused. ANZ and Visa will act reasonably in relation to the calculation of any amount you must pay under this indemnity. You don't have to indemnify ANZ or Visa for any costs to the extent that they arise from any negligence, fraud or wilful misconduct by ANZ or Visa, or their respective officers, employees, or agents.

Other conditions

30. We may change, extend, or cancel the Competition or these terms and conditions at any time without notice.
31. The promoter is ANZ Bank New Zealand Limited. The laws of New Zealand apply to the Competition.