**BNZ Supersize SME Terms and Conditions**

Here are the terms and conditions (“Terms”) for the Supersize SME Program (“SSS Program”). They’re here to protect you as an applicant, other applicants and the organisers behind the event. The promoters of the SSS Program are BNZ and NZME Publishing Limited (“Promoters”). By submitting an entry, you agree to be bound by these Terms.

1. To be eligible for the SSS Program, an applicant must be (“Applicants”):
   1. a New Zealand business (if a company, it must have 50% or more of its shares held by New Zealand residents);
   2. a SME business, which means a business that has a turnover of up to $20 million;
   3. a BNZ business customer; and
   4. able to demonstrate that they have a clear direction and purpose and an identified need for expertise to help take their business to the next level.
2. Entries will not be accepted where the Applicant is owned and/or operated by an employee of a Promoter, an employee of a participating sponsor or promoter and/or advertising agencies, or any of their immediate family members.
3. Only one entry will be accepted from each Applicant (including from a group of related companies).
4. To apply for the SSS Program, Applicants must complete the entry form which can be found at NewstalkZB.co.nz, which includes submitting a video of up to 90 seconds about their business. Entries must be submitted before 5:00 pm on 21 March 2018.
5. Applicants agree to make further information available in accordance with the Promoters' requests and reasonable due diligence requirements. This may include, but is not limited to, telephone interviews and/or visiting an Applicant’s business premises.
6. A panel of judges (“Internal Panel”) will be selected by the Promoters. The Internal Panel will select, from a shortlist of Applicants, 6 finalists (“Finalists”). The Finalists will be notified of their selection by 28 March 2018and they will be officially announced as finalists on that date.
7. A profile of each Finalists’ business may feature on the SSS Program website. If so, the Finalists agree to this and will provide any images and copy needed for this. They will have the opportunity to approve their profile prior to website going live.
8. A second panel of judges (“Judging Panel”) will be selected by the Promoters. The Finalists will need to prepare a pitch that will be presented to the Judging Panel on the ‘BNZ SSS Program Pitch Day’ which will be held in Auckland on 4 April 2018. The pitch will be filmed. The Promoters will cover the cost to travel to Auckland for those Finalists living outside of Auckland. The Finalists must be available for the Pitch Day process on Tuesday 3 April 2018 and Wednesday 4 April 2018.
9. The Judging Panel will select, from the Finalists, three winners (“Winners”). The Winners will be notified of their selection by the week beginning Monday 28th May, and they will be officially announced as Winners on that date**.**
10. The Winners will receive the following:
    1. a free business mentorship program provided by the Promoters, tailored to each Winner’s identified need for expertise to help take their business to the next level, which includes advice from key business mentors within the BNZ and NZME networks; and
    2. free national exposure for their business across NZME and BNZ’s platforms, including interviews on Mike Hosking’s Breakfast show on Newstalk ZB, and via BNZ and NZME’s respective online and social media platforms.
11. The Prize is not redeemable for cash or transferable.
12. The Winners will each need to be available between April and August 2018 to participate in:
    1. four half-day video shoots (approximately one a month);
    2. three interviews (live or pre-recorded) on Mike Hosking’s Breakfast show on Newstalk ZB; and
    3. monthly written/video blogs which will feature on NZME and BNZ’s respective online and social media platforms.
13. The Winners agree to use their social media accounts (Facebook, Twitter, LinkedIn, Instagram) to promote their involvement in the SSS Program by posting and sharing the SSS Program social media content relevant to their business.
14. Unless expressly stated in these Terms, all expenses of an Applicant’s participation in the SSS Program are the sole responsibility of the Applicant.
15. Each Applicant agrees that it will not at any time, without the Promoters' prior written consent, disclose or reveal any information relating to the SSS Program or make any announcement during the SSS Program. All Finalists and Winners are entitled to publicise their status once the SSS Program results are made public by the Promoters.
16. Each Winner agrees that during the period between being notified that it is a winner and 31 October 2018 it will not, without the Promoters' prior written consent, participate in another Bank’s program, advertising or marketing. Each Winner agrees during the same period to notify the Promoters as soon as reasonably practicable in the event that they enter or apply (or have entered or applied) for an award at another Bank.
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 entries. 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 SSS Program entry, and all other information, images and logos provided, for all purposes necessary to manage the SSS Program and to advertise and promote the SSS Program, the Finalists and the Winners, including disclosing entries to third parties. The SSS Program will not however disclose Confidential Information.
18. The Finalists and Winners may be required to take part in publicity accompanying or resulting from the SSS Program, as long as the requests are reasonable. The list of Applicants, Finalists and Winners may be published on BNZ’s and NZME’s websites and through their respective social media channels.
19. 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 SSS Program 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 SSS Program and any future SSS Programs.
20. Entering the SSS Program does not grant an Applicant any rights to use the SSS Program name, logo or any images from or relating to the SSS Program without the express written approval of the Promoters.
21. Information gathered during the entry process will be used to develop insights and trends into the way SMEs operate within the NZ business environment. As part of entering the Supersize SME Program, Applicants give us permission to email/telephone/connect with them regarding detail pertaining to Supersize SME. The Promoters may on occasion update Applicants with news/information and other relevant initiatives relating to SMEs.
22. All Applicants’ personal information must be valid and up to date. All personal information will be held by the Promoters and may be used for the purpose of the SSS Program and for future promotion and marketing purposes in accordance with NZME Privacy Policy (see [www.nzme.co.nz](http://www.nzme.co.nz)) unless otherwise directed by the Applicant at the time of entry.
23. Personal information provided at the time of entry is presumed to be true and, in the case of email notification – active, through to and beyond the date of the SSS Program’s completion.
24. By considering Entries from Applicants to the SSS Program, 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.
25. The Promoters take no responsibility for any inability to entre, complete, continue or conclude the SSS Program due to equipment or technical malfunction, Force Majeure of otherwise.
26. The Promoters reserve the right to cancel, amend or withdraw the SSS Program 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.
27. 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.
28. 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 SSS Program (including any discontinuance of the SSS Program, 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.
29. By entering the SSS Program, 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.
30. 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.
31. In the event that any Applicant is disqualified from the SSS Program, 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.
32. 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 SSS Program (including the prize package) are final and no correspondence will be entered into.
33. The SSS Program 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.