

ANZ Where You Shop Matters

Terms and Conditions:

BACKGROUND:

“Where You Shop Matters 2.0” (the “Program”) is administered and delivered by:

- ANZ Bank New Zealand Limited (“ANZ”) of ANZ Centre, 23-29 Albert Street, Auckland, 1010, New (administrator for the Program) and
- Visa Worldwide (New Zealand) Ltd (“Visa”) of Level 16, Jarden House, 21 Queen Street, Auckland 1010 (delivery partner for the Program)

Information on how to enter the Program are part of these terms and conditions. If there is any conflict between these terms and conditions and any other published material, these terms and conditions will prevail.

By entering this Program, participants are deemed to accept these terms and conditions.

Only small businesses are eligible to participate in the Program. A small business is defined as a corporation, partnership, or single proprietorship that is privately held and has 20 or less employees. At its sole discretion, ANZ and Visa may accept Registrations from businesses with more than 20 employees.

PROGRAM PARTICIPATION CONDITIONS:

1. ANZ invites its small business customers (“you”) to enter for a chance to participate in the Where You Shop Matters 2.0 campaign (“Program”) through email communication and/or social media ads.
2. In order to enter for your chance to participate in the Program you must complete the form available at https://visa.co.nz/campaign/ANZ_WYSM between 06.00am on Monday, 05 September and 11.59pm on Friday, 30 September 2022 (your “Registration”).
3. Only one Registration permitted per participating small business.
4. ANZ and Visa will select participants for the Program based on the small business’ subjective appeal to ANZ and Visa. If selected to participate in the Program, you will have to submit content to ANZ, Visa and their respective external advertising agencies via a communication tool that will be transmitted at the respective time (including but not limited to) written answers, recordings, images (“Content”) in accordance with the Program criteria to facilitate other requirements of the Program.
5. Any individual that submits a Registration represents that they are:
 - a) resident of New Zealand aged 18 years or over; and
 - b) authorised by the business to register for the Program.
6. Incomplete, indecipherable, or illegible Registrations and Content will be deemed invalid.
7. For both registering the Program and being selected to take part in the Program, you agree that you are fully responsible for any material you submit via your Registration or when submitting Content. ANZ and Visa shall not 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.

- 8. ANZ and/or Visa may, but is not required to, screen or monitor Registrations, including for compliance with the requirements set out above. ANZ and Visa will make all determinations as to the compliance and appropriateness of Registrations in its sole discretion. You irrevocably agree and acknowledge that ANZ or Visa may reject any Registration at any time without assigning any reason whatsoever.
- 9. The decision of ANZ and/or Visa is final and no correspondence will be entered into.
- 10. ANZ and Visa reserve the right, at any time, to verify the validity of participants (including a participant's identity and place of business) and reserves the right, in its sole discretion, to disqualify any individual 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 Program. 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.
- 11. If ANZ and Visa accept your Registration, you might be selected to be featured in ANZ and Visa's social and/or website advertising channels as follows:
 - a) at least 1 (one) Facebook advertisement commissioned by ANZ.
 - b) at least 1 (one) advertisement published by Visa on a Visa social media channel, e.g. Visa NZ's Facebook account (<https://www.facebook.com/VisaNewZealand>), or Visa NZ's Instagram account (https://www.instagram.com/visa_nz/).

with first publication to take place on or after 15 November 2022.

- 12. ANZ and Visa may select, at its' sole discretion, up to 5 businesses that have Registered for the Program to also be featured in [at least 1 (one)] outdoor billboard in New Zealand commissioned by ANZ, with first publication to take place on or after 15 November 2022. The exact location, position and size of the billboard will be determined by ANZ in its sole discretion, with the billboard advertisement to be subject to availability.
- 13. If you are selected as a participant for the Program, you may be required to:
 - a. enter into further agreements with ANZ, Visa, and their respective external advertising agencies to facilitate other requirements of the Program; and/or
 - b. install analytics tools on your website such as Facebook Pixel to measure the effectiveness of the Program,
 - c. provide additional information to ANZ, Visa, and their respective external advertising agencies to facilitate other requirements of the Program; andany such requirements will be discussed with you on a case-by-case basis.
- 14. The opportunity to participate in the Program is not transferrable or exchangeable.
- 15. By submitting your Registration and any Content, 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 as set out in clauses 11-12 above (as applicable to you) 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 Visa, and anyone acting on behalf of ANZ and 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.

16. If the Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of ANZ or Visa, including but not limited to:
 - a. technical difficulties, unauthorised intervention, or fraud,
 - b. war, terrorism, state of emergency or disaster, epidemic, pandemic (including any outbreak or spread of the coronavirus disease known as COVID-19, and any events, circumstances or conditions that may result therefrom),

ANZ and Visa reserve the right, in its sole discretion, to the fullest extent permitted by law:

- (a) to disqualify any registrant; or
- (b) to modify, suspend, terminate, or cancel the Program, as appropriate.

LIABILITY:

17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, ANZ and Visa (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Program.
18. Except for any liability that cannot by law be excluded, ANZ and Visa (including their respective officers, employees, and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any costs, loss, or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way out of:
 - a. any technical difficulties or equipment malfunction (whether or not under ANZ or Visa’s control);
 - b. any theft, unauthorised access or third-party interference (including viruses);
 - c. any act of war, terrorism, state of emergency or disaster, epidemic, pandemic (including any outbreak or spread of the coronavirus disease known as COVID-19, and any events, circumstances or conditions that may result therefrom)
 - d. any Registration or Content that is late, lost, altered, damaged, or misdirected (whether after their receipt by ANZ or Visa) due to any reason beyond the reasonable control of ANZ or Visa.
 - e. any variation to the Program.
 - f. any tax liability incurred by a participant.
 - g. the Program, participation in the Program or submission of a Registration; or
 - h. any other events beyond the control of ANZ and Visa which affects the proper conduct or administration of the Program.
19. As a condition of submitting a Registration, you will indemnify ANZ and Visa, all organisers, sponsors and all other persons and organisations associated in any way with the Program and their affiliates against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which ANZ and Visa and their affiliates may incur arising out of your participation in the Program, any breach of these Terms and Conditions by you, or any wrongful or illegal act or omission in relation to the Program by you, howsoever caused.

DATA COLLECTION:

20. ANZ and Visa collect personal information (“PI”) to conduct their businesses and the Program and may disclose such PI to related parties or third parties, including but not limited to agents, contractors, service providers and, as required, to New Zealand regulatory authorities. Registration is conditional on providing the requested PI, and if you do not provide the requested PI, you will not be eligible to register for the Program. ANZ and Visa may also collect PI from each other in connection with the Program.
21. ANZ and Visa will collect, hold, use, disclose and handle PI as set out in their respective Privacy Policies, which can be viewed at <https://www.anz.co.nz/about-us/privacy/> (for ANZ) and <https://www.visa.co.nz/legal/privacy-policy.html> (for Visa). In addition to any use that may be outlined in their respective Privacy Policies, ANZ and Visa may, for an indefinite period, unless otherwise advised, use PI collected in connection with the Program and Registrations for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the registrant, and by registering for the Program you give your express consent to the use of PI for these purposes. Under the Privacy Act 2020, individuals have the right to access, and request correction of, any personal information about them which is held by ANZ and/or Visa. Each of ANZ's and Visa's respective Privacy Policies also contain information about how registrants may opt out of marketing communications, how registrants may access, update or correct their PI, how registrants may complain about a breach of the New Zealand privacy laws or any other applicable law and how those complaints will be dealt with. All Registrations become the property of ANZ and Visa.
22. ANZ and Visa may also disclose PI to selected partners, if a registrant consents to such disclosure at the time of Registration, who may use the information for their own marketing purposes and for purposes related to the delivery and administration of the Program. For details on how PI will be handled by such partners, you should view their privacy policy (which will be made available at the time of Registration, where applicable).
23. The laws of New Zealand apply to the Program (including the registration and selection process) to the exclusion of any other law. Registrants submit to the exclusive jurisdiction of the courts of New Zealand.