

ANZ #WhereYouShopMatters Program Terms and Conditions

1. ANZ invites the selected small business (“you”) to participate in the #WhereYouShopMatters campaign (“Program”). The Program is administered by ANZ Bank New Zealand Limited (“ANZ”) of ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand. By participating in the Program, you agree to be bound by these Terms and Conditions.
2. Visa Worldwide (New Zealand) Ltd (“Visa”) of Level 16, Jarden House, 21 Queen Street, Auckland 1010 is a delivery partner for the Program.
3. To confirm your participation in the Program, you must complete the form available at https://visa.co.nz/campaign/anz_nz (including providing all materials and Content requested in the form, meeting minimum quality guidelines as indicated in the form) on or before 5pm on Monday 11th October 2021 or such other time as agreed with ANZ (your “Registration”).
4. Any individual that submits your Registration represents that they are:
 - a. a resident of New Zealand aged 18 years or over; and
 - b. authorised by you to register you for the Program.
5. Incomplete, indecipherable, or illegible Registrations will be deemed invalid.
6. You agree that you are fully responsible for any material you submit via your Registration including but not limited to written answers, recordings and images (“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.
7. ANZ may, but is not required to, screen or monitor Registrations, including for compliance with the requirements set out above. ANZ will make all determinations as to the compliance and appropriateness of Registrations in its sole discretion. You irrevocably agree and acknowledge that ANZ may reject any Registration at any time without assigning any reason whatsoever.
8. Without limiting any other terms in these Terms and Conditions, you agree to indemnify ANZ and Visa for any breach of clause 6 above.
9. If ANZ accepts your Registration, you will 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 2021.

10. ANZ and Visa may select, at its' sole discretion, up to 8 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 2021. 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.
11. If you submit a Registration, you may be required to:
 - a. enter into further agreements with ANZ, Visa, and their respective external advertising agencies in order to facilitate other requirements of the Program; and/or
 - b. install analytics tools on your website such as Facebook Pixel in order to measure the effectiveness of the Program,and any such requirements will be discussed with you on a case by case basis.
12. The opportunity to participate in the Program is not transferrable or exchangeable.
13. By submitting your Registration, you grant each of ANZ and Visa, and their affiliates and sublicensees, a non-exclusive, irrevocable, perpetual, royalty-free, worldwide 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 9 above (as applicable to you) without any payment, compensation 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.
14. 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, 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 reserves 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.
15. 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 that is late, lost, altered, damaged or misdirected (whether or not 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.

16. 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.
17. ANZ and Visa collect personal information ("PI") in order 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. 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.
18. 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).
19. 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.