

Challenge Terms and Conditions

1. By considering applications, neither The University of Auckland Business School Entrepreneurs' Challenge ("the Challenge"), the organisers or supporters of the Challenge ("the Promoter" or "the Promoters"), nor any of its associates, is implying endorsement of the applicant, the applicant's business, or the applicant's products or services.
2. Each applicant hereby grants the Challenge a royalty free, perpetual, worldwide license to use the information contained in the application for all purposes necessary to manage the Challenge and to advertise and promote the Challenge and its associates, partner companies, and their respective businesses, including disclosing entries to third parties. With respect to any publicity surrounding the Challenge, the Promoter will take care to insure no confidential information is disclosed. The onus is on the applicant to specifically identify confidential information in its application.
3. Each applicant hereby agrees that it will not at any time, without the Promoter's prior written consent, disclose or reveal any information during the Challenge, including any terms of funding offered by the Challenge or any of its associates to the applicants. All applicants will be required to sign a confidentiality agreement in order to participate in the Challenge.
4. All expenses of participation in the Challenge and of acceptance of funding, unless specifically stated in the Terms & Conditions, are the sole responsibility of the applicant.
5. Each applicant hereby agrees to allow its name and likenesses to be used and for its participation in the Challenge to be recorded without compensation, if required by the Challenge, for use by the Challenge for advertising and publicity purposes including in relation to the Challenge.
6. Each recipient of funding from the Challenge hereby agrees to take part in publicity accompanying or resulting from the Challenge.
7. Each applicant hereby agrees that it will make no public announcement regarding the Challenge without the consent of the Promoters. Awardees will be entitled to publicise their status once the Promoters have announced the Challenge results publicly.
8. The list of applicants and awardees may be published on the Challenge's Website.
9. Entry into the Challenge does not grant rights to use the Challenge name, logo or any images from or relating to the Challenge events without the express written approval of the Promoter. All rights reserved.
10. The Promoter reserves the right to cancel, amend or withdraw the Challenge or these Terms & Conditions at any time and will endeavour to give advanced notice of any such change or withdrawal. However, in some cases, advanced notice may not be possible.
11. Under no circumstances will the Promoter, its associates, subsidiaries and affiliated companies be liable for any losses, damages, costs, or expenses arising from or in any way connected with the Challenge (including any discontinuance of the Challenge) or relating to the applicant's business, product or services.

12. Each applicant hereby acknowledges that in entering the Challenge, it has not relied on any representation, warranty or undertaking. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence or in relation to fraudulent misrepresentation.
13. The Challenge and the Terms & Conditions will be governed by New Zealand law and any dispute will be determined by the exclusive jurisdiction of the New Zealand courts.

AGREEMENT

1. The Promoter reserves the right to exclude any application from the Challenge at its sole discretion.
2. Applications must be in respect of a business that is able to provide a set of audited accounts or an independently verified version of financial statements.
3. All persons making an application must be aged 18 or over.
4. Only one application per business (including per group of related companies) will be considered. Applicants must provide details of their principal place of business. In the event that more than one application is submitted in respect of any business, only the first application will be considered.
5. Panel members and employees of the Challenge, members of their immediate family, including any live-in partner, are excluded from entering the Challenge.
6. Applicants agree to make further information available in accordance with the Promoter's requests and due diligence requirements.
7. By entering the Challenge, each applicant warrants that all information that it submits is true, current, and complete. All applicants warrant that the information submitted by them 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.
8. The Promoter reserves the right to disqualify any applicant if the Promoter has grounds to believe the applicant has breached any of the Terms & Conditions or provided false information in its application.
9. In the event that any applicant is disqualified from the Challenge, the Promoter may withdraw any award, prize, or funding from that applicant's business and publicise that withdrawal. The Promoter, in its 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 & Conditions.