

Kōkiri Business Accelerator Programme

Application Terms and Conditions

1. THE APPLICATION

By submitting an application (Application) to the Kōkiri business accelerator programme (Kōkiri Programme) run by Te Wānanga o Aotearoa (TWOA) each founder and member of your Team (Founders and Team Members together referred to as the Team) acknowledges that they have read and understood the following terms and conditions of Application and Entry (Application Terms and Conditions).

2. APPLICATION OF THESE TERMS AND CONDITIONS

These Application Terms and Conditions will apply to the Application process for the Kōkiri Programme. The Team acknowledges and agrees that their Application into the Kōkiri Programme with TWOA will be subject to these Terms and Conditions and by submitting an online Application, you are a founder and authorised to bind all Founders and Team Members to the Application and these Terms and Conditions and any reference to you, Team Members or Participants in these Terms and Conditions means the Team.

3. THE PARTICIPATION AGREEMENT

By completing an Application, if progressed further, you acknowledge that you will be required to enter into further documentation including, but not limited to, a Participation Agreement with additional Terms and Conditions. These can be found [here](#).

4. ELIGIBILITY

4.1 The Team must comply with the following eligibility requirements prior to submitting an Application:

- a) Each Founder and Team member must be a New Zealand citizen or permanent resident and be 18 years or over at the time of the application being submitted.

4.2 The Team must also have the following business characteristics:

- a) Be an early stage start-up business;
- b) Impact positive having a core focus on profitability, social, cultural, and environmental positive impact.

- c) Technology enabled; and
- d) Be fully committed and looking for market readiness, investment and growth.

- 4.3 The Team acknowledges and agrees that TWA may require reasonable proof of each Founder and Team member's eligibility and that failure to provide such proof within a reasonable timeframe as set by TWA may result in the immediate removal of the Team and/or Team members from the Kōkiri Programme.
- 4.4 Have at least 1 founder that identifies as being of Māori heritage
- 4.5 Employees (and their immediate families), contractors, participating agencies and their associated agencies of TWA may be ineligible to apply. This will be reviewed on a case by case basis.
- 4.6 TWA reserves the right to verify the validity of any Applications.

5. HOW TO ENTER

- 5.1 Applications are open from 2 December 2022 until 19 February 2023. Applications received by TWA after 11.59pm on the closing date (New Zealand local time) will not be considered.
- 5.2 Applications must be submitted through the online application form located at www.kokiri.nz.
- 5.3 Only all correctly and fully completed Applications which meet the eligibility criteria set out in clause 4 above will be considered by the Selection Panel or TWA.
- 5.4 TWA assumes no responsibility for any failure to receive an Application as a direct or indirect result of a technical problem or any kind of internet malfunction or any failure by the Applicant not to correctly and fully complete the Application.
- 5.5 By completing the Application, you acknowledge and agree that all information contained in the Application is true and correct and TWA reserves the right to withdraw your Application for providing any untrue or fraudulent information.

6. SELECTION

- 6.1 The Team acknowledges the following Selection Process summary and proposed dates:
 - a) Applications submitted online: 2 December 2022 until 19 February 2023
 - b) Shortlisting of Applicants (between 10 – 20 Teams selected) attend Selection Wānanga: Planned for 10 -11 March 2023

- c) Letters of Acceptance sent to up to 10 Selected Teams: End March 2023
 - d) Selected Teams to enter into Participation Agreements with TWoA: 30 March 2023
 - e) Announcement of teams to public in early April 2023.
- 6.2 The application and selection dates are subject to change at the sole discretion of TWoA upon reasonable notice being provided to the Team or Applicant
- 6.3 By completing selection, TWoA will follow its created Selection Process but reserves the right to amend the Selection Process at its sole discretion.
- 6.4 The decisions of the Selection Panel will be final and TWoA is under no obligation to provide declined Teams with any reasons for not selecting them into the Kōkiri Programme but may do so at their sole discretion.
- 6.5 If the Selection Panel or TWoA require further information to be supplied by a Team to assist it in judging or finalising its Application, a TWoA representative will contact the Team directly and request the further information required. The decision of the Selection Panel is final and no correspondence will be entered into unless TWoA decides to do so.
- 6.6 Successful Teams must keep their selection confidential until advised by TWoA and TWoA has made a public announcement identifying the successful Teams.

7. SERVICES BEING OFFERED BY TWoA TO SUCCESSFUL APPLICANT TEAMS

- 7.1 TWoA will provide successful Teams with the following:
- NZ\$10,000.00 cash funding for the development of the Team's product or innovation of which this payment will be paid by TWoA at its discretion during the programme. Instalments will be paid upon milestone completion throughout programme.
 - Provide each team with a travel allowance of NZ \$1,000.00 to assist in travel to and from the programme.
 - The grant funding for this programme is exempt from any gst.
 - Provide each team with up to 3 night's accommodation per Noho Wananga where wananga are held on TWoA premises. Where this is not the case participants will be notified that they need to make their own accommodation arrangements.
 - The opportunity and skills to identify the additional resources needed to grow the Team's Business as part of the programme which unless specifically stated as being provided by TWoA will be the sole responsibility of the Team to source and obtain.
 - Access to TWoA Access Areas as part of the workshops or confirmed by TWoA but otherwise as shown in Schedule 3 of the Participant Agreement. The spaces and facilities available to the Teams is subject to change at the discretion of TWoA.
 - Access to international and local mentors with industry and technical expertise. Mentors will be engaged by TWoA at its sole discretion. Mentors will have the

discretion to work only with selected Teams at their election, and vice versa for Teams not wishing to work with certain mentors at their discretion. TWoA will liaise with the parties to allocate appropriate Mentors with each Team.

- Access to national and international investor groups via your Team being showcased to various funding and investment groups selected by TWoA at its discretion. This does not guarantee any investment or support from these groups.
- Business exposure through Kōkiri marketing activities conducted by TWoA at its discretion, based on the promotion of the Kōkiri Programme and the Team's journey. While on occasion your Team may be highlighted in these marketing activities no business or particular advantage is promised or guaranteed as a result of the Kōkiri marketing plan.

7.2 The Team will be solely responsible for all other expenses not supplied by TWoA including but not limited to any additional food, daily expenses, petrol or any other services incurred or required by all Team Members in attending and their participation in the Kōkiri Programme.

7.3 The Team acknowledges and agrees that the above resources, tools and/or arrangements are all complimentary to their participation in the Kōkiri Programme and are therefore subject to change by TWoA or any of their Supporting Organisations and may differ in the Participation Agreement.

7.4 Whilst these Application Terms and Conditions do not and do not intend to exclude or limit any statutory rights of the Team, however, to the extent it is permitted by law to do so, TWoA makes no representations or warranties, express or implied, under laws other than the New Zealand Consumer Guarantees Act 1993 regarding the quality or suitability of the Kōkiri Programme as part of the Team's Application and will not be responsible for breach of such representations or warranties.

8. CONDUCT AND COMPLIANCE

8.1 The Applicant Team acknowledges and agrees to comply with:

- a. any "house rules", code of conduct for the Kōkiri Programme issued by TWoA from time to time and also incorporate the TWoA values of Te Aroha, Te Whakapono, Ngā Ture and Kotahitanga.
- b. all rules, bylaws, regulations and governing legislation at all times during their participation in the Kōkiri Programme.
- c. all policies and procedures including but not limited to the Health, Safety and Wellbeing Policy, any Data Security Policy and the No Smoking Policy. Copies of any of the policies and procedures referred to will be provided to the Team upon request by TWoA.
- d. The Team acknowledges and agrees to comply with all Health and Safety legislation and TWoA policies and in particular notify TWoA of any accident or

injury at or in the vicinity of the Mangakōtukutuku Site and any other venues used during the Kōkiri programme.

- 8.2 The Team acknowledge and agree that they will ensure that the Team and any authorised visitors will not disturb or cause any inconvenience to TWoA including their Personnel, users, suppliers, service providers, contractors, students and employees and their property.

9. PRIVACY AND CONFIDENTIALITY

- 9.1 The Team agrees to keep confidential and not use, publish, disseminate, share, or discuss with others any business or confidential information of other Applicant Teams, TWoA, Supplier Organisations or any other authorised or related entities, contractors, employees or other students of TWoA and the Kōkiri Programme. This clause will survive the End Date of this Agreement.
- 9.2 TWoA may collect and retain personal information relating to a Team Member directly from the individual as well as from the Application Form or any other documentation completed for the Team and throughout the completion of the Kōkiri business accelerator programme in order to participate and complete the Kōkiri business accelerator programme.
- 9.3 Under the applicable Privacy Act 2020, each Team Member has rights and obligations and in particular rights of access to, and correction of, personal information (except insofar as it relates to any exemption provided by the Act).
- 9.4 TWoA may, from time to time, share personal information about a Team Member (including their contact details) with third parties. This is for the purposes of undertaking ensuring compliance with contractual obligations with funding providers, sharing with any of the Supporting Organisations (including an affiliated Iwi or Hapū), marketing and offering business opportunities, debt collection and credit reporting or assessment and for any other directly related purposes in connection with which the information was obtained relating to the Team's Application and participation in the Kōkiri business accelerator programme. The member's personal information will at all times be treated strictly confidentially and in accordance with the Privacy Act 2020
- 9.5 TWoA may transfer personal information about the Team Member to third parties to increase efficiencies and opportunities in its Kōkiri business accelerator programme systems and/or for other operational purposes including marketing and up and coming offers.
- 9.6 TWoA may retain and/or use such information for as long as reasonably required for the above purposes.

- 9.7 Personal information will be collected, held and used in accordance with TWA's Privacy Policy located at <https://www.twoa.ac.nz/Pages/Privacy> and the Privacy Acknowledgement completed as a part of the Team's Application.
- 9.8 A Team may request access to and correction of any personal information held by TWA at any time by contacting the TWA Privacy Officer at Taumatua, PO Box 151, Te Awamutu 3840 in accordance with the Privacy Legislation.

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 The Team acknowledges and agrees that completing the Application for the Kōkiri Programme does not guarantee selection into the Kōkiri Programme.
- 10.2 TWA (including its directors, officers, employees, contractors, and agents) will not be responsible for any loss or damage (including loss of opportunity, profits, goodwill or business revenues, and any other special, indirect or consequential losses) arising in any way out of your Application for the Kōkiri Programme including, but not limited to, loss or damage which arises as a result of any of the following:
- a) electronic or human error, or the processing of entries;
 - b) any variation in the Services to those stated in these Terms and Conditions;
 - c) any tax liability incurred by a Team
- except to the extent that such loss or damage cannot be excluded by law.

11. CONSENT TO PHOTOGRAPHY/FILMING FOR PROMOTIONAL PURPOSES

- 11.1 By submitting an Application, each Team Member:
- a) acknowledges and accepts that TWA, its Partners, or nominees may take photographs and short videos of the Team and/or Team members for marketing purposes;
 - b) gives his or her unconditional and irrevocable consent to being photographed and/or filmed at any workshop or event related to the Kōkiri Programme by TWA, its Partners or nominees, without compensation or credit; and

confirms that TWA, its Partners and nominees, will own all rights (including copyright) in all photographic/video images taken by TWA, its Partners or nominees respectively at any workshop or event related to the Kōkiri Programme (**Works**) and will have full permission to use and reproduce the Works for any purpose related to the media exploitation, marketing or promotion of TWA, the Partners or the Kōkiri Programme.