



## Terms and Conditions - 2022

The terms and conditions contained in this document and on The Pick: 2022 Website ([www.thepick.co.nz](http://www.thepick.co.nz)) comprise the terms and condition for The Pick:2022 business competition (“Terms and Conditions”).

Upon entry, challenge entrants (“Entrants”) agree that they have read, understood and accepted the Terms and Conditions.

### A. The challenge and entries

1. The Pick:22 (“The Pick”) is a business accelerator competition that aims to increase entrepreneurial strength in Northland.
2. The Pick is organised and managed by Northland Inc, Northland’s Economic Development Agency (“Organisers”).
3. Eligible entrants must complete and submit a registration form (“Entry Information”) and provide the details requested in that form. Registrations can be submitted online via [www.thepick.co.nz](http://www.thepick.co.nz).
4. Entrants enter The Pick by completing the registration form on The Pick website.
5. The Pick:22 begins on 16 February 2022 and closes at midnight on the 24 April 2022.
6. The Pick registrations open on 20 November and close at midnight on 2 February. All registrations received after the closing date will not be valid. The Organisers are not responsible for lost or corrupted Entries.
7. Course details will be sent to participants once it has been confirmed.
8. Every Entrant warrants that all information submitted is true, current and complete.
9. The Organisers reserve the right to disqualify any Entrant who does not comply with the Terms and Conditions or who breaches trust or confidence of the Organisers or other participants.
10. Every Entrant warrants that to the best of the their knowledge, their idea details are new and original and not subject to any third party claim, and that the Entrant owns all intellectual property, trademark or any other ownership and/or moral rights expressed in their idea details. The Organisers reserve the right to remove or delete any Entry and exclude the respective Entrant immediately if they have reason to believe that the Idea details breach, or could be seen to be in breach of, any third party’s legal or moral right(s).



## B. Eligibility to enter

1. Every Entrant must ordinarily reside in Aotearoa / New Zealand and be based in Te Tai Tokerau.
2. Every business idea must have the goal to operate in and benefit the Northland Region.
3. Must be an original business idea
4. The business idea must not currently be part of your business's core business.

## C. Judging and winners

1. Entries will be judged at the discretion of the Organisers and decisions are final.
2. All Entries will be judged based on the following criteria:
  - a). Engagement: meeting milestones, deadlines, attendance.
  - b). Progression / improvement of Entry through the course of competition period
  - c). Clarity of unique value proposition
  - d). Marketability, including potential to scale and export
  - e). Viability of business model
3. An Entrant's continued inclusion in The Pick and eligibility for prizes depends upon:
  - a) meeting deadlines for work
  - b) attending, whether remotely or in person, milestone events (as communicated by Organisers throughout the programme)
  - c) communicating any reason for failing to achieve 3.a and / or 3.b. The Organisers reserve the right to refuse requests for extensions and exceptions, at their discretion.
4. The judges and Organisers' decision is final.



## D. Prizes

The finalists and winners will receive a prize pack tailored to their needs as assessed by The Organisers and under the following conditions:

- a) in keeping with the laws of New Zealand
- b) at the discretion of The Organisers
- c) In no circumstances will the prizes be made up of cash.
- d) The prizes are not redeemable for cash, not transferable to any other person, and cannot be used in conjunction with any other offer or promotion.
- e) If a prize, or part of a prize, becomes unavailable for any reason, the Organisers reserve the right to limit entry, cancel, or amend the prize at its own and sole discretion, including providing the winners with a substitute prize, either in full or in part.

## E. Privacy

1. The information provided on the entry form will be used to contact The Pick Entrants. The names of the winners will be published on The Pick website along with a short summary of the winner's business or business idea. In addition, the finalists consent to the Organisers using their names and a short summary of the Idea Details for promotional purposes.
2. All Entrants consent to their personal information being shared between the Organisers who may contact Entrants in regards to future promotions or competitions.
3. The prize winners consent to participate and co-operate as required in all promotional activities relating to the Challenge.
4. The entry forms will not be returned. The Organisers may contact Entrants to provide feedback on their Entries.
5. All information provided by the Entrants will be collected, used, stored, disclosed and corrected in accordance with the Privacy Act 1993. All Entrants have the right to access their information and request that any personal information held to be corrected.
6. Except as provided for in the Terms and Conditions, the Organisers will keep Entrants' information confidential. Entrants retain ownership of their business or idea including any intellectual property therein.



## F. Exclusions

1. The Organisers reserve the right to exclude any Entrant from participating in the Challenge at its sole discretion. The Organisers also reserve the right to refuse to award a prize to an Entrant who is in breach of the Terms and Conditions, gained an unfair advantage in participating in The Pick, or won a prize by using fraudulent means.
2. The Organisers will not be liable for any claims for loss, damage or injury whatsoever or for any physical or mental injury suffered by any Entrant, finalist or prize winner as a result of, or in connection with, The Pick or any prize won in The Pick.
3. The Organisers reserve the right to amend or change the Terms and Conditions at any time at their sole discretion, including extending, postponing or cancelling the Challenge.
4. The Terms and Conditions shall be governed by, and construed in accordance with, the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand courts.