

Ka Rere Diverse Supplier Accelerator Programme

Nothing in this Accelerator Programme Application, or any document referred to in this Accelerator Programme Application, shall be construed as creating any legal or other obligation between Air New Zealand and an Applicant unless and until that Applicant has received written notification of Air New Zealand's acceptance of its application and it has entered into a binding written contract with Air New Zealand.

Intermediary Affiliation

Applicants must be a member of one of these entities: Ākina, Amotai or Whāriki (Intermediaries), or be referred by an Intermediary where the applicant is a formal member of another Māori business network.

Air New Zealand may contact the relevant Intermediary to confirm that an Applicant meets Air New Zealand's diverse business criteria.

Gifts and Entertainment

Applicants and Air New Zealand individuals involved in the Accelerator Programme activity will not exchange any gifts or participate in joint entertainment events.

If meetings accidentally occur between individuals, parties are not to engage in conversation about any aspect of the Accelerator Programme nor the application being undertaken.

Conflict of Interest

An Applicant will promptly declare any actual, potential or perceived conflict of interest relating to Air New Zealand and/or the Accelerator Programme activity to the 'Ka Rere Accelerator Programme Facilitator' at supplierdiversity@airnz.co.nz.

Confidentiality

Applicants and Air New Zealand both must maintain as strictly confidential any information relating to the other party that by its nature, or by the circumstances of its disclosure, should reasonably be expected to be regarded as confidential (Confidential Information) and not disclose it to any third party or use it for its own benefit (other than for the purposes of the Accelerator Programme). Neither party will use or disclose, or allow the use or disclosure of, confidential information, except as required by law or the rules of a recognised stock exchange and then only after advising the disclosing

party of that requirement (unless prohibited by law), or as agreed in writing by the disclosing party.

Air New Zealand will retain Applicant information for the purpose of identifying business alignment with future sourcing opportunities within Air New Zealand, unless the Applicant requests that Air New Zealand return and terminate all confidential information and you can do this by emailing supplierdiversity@airnz.co.nz.

The Accelerator Programme materials and any copies produced will remain the property of Air New Zealand and Air New Zealand reserves the right to recall all copies and reproductions of the Accelerator Programme materials at any time. At the end of the Accelerator Programme process, all materials must be returned to Air New Zealand or be destroyed (at Air New Zealand's direction).

No organisation or individual shall, without the prior written consent of Air New Zealand, make any public statements to third parties, or advertise in any manner; information relating to this Accelerator Programme, the evaluation process that follows the submission of information, or the establishment of any business relationship.

Intellectual Property

Each party (or its licensors) will own and retain all intellectual property rights in respect of trademarks, trade names, logos, designs, copyright, patents, rights in each of know-how, confidential information and trade secrets and all analogous rights in any materials that party shares with the other party as part of the Accelerator Programme.

Announcements

Applicants must not make any announcements or statements relating to the Accelerator Programme without prior written consent from Air New Zealand.

Verbal Representations

No representations or statements made by Air New Zealand staff or its agents shall constitute an official expression on its behalf unless such representations are made in a written communication from an appropriate Air New Zealand officer or a duly authorised agent.

Ka Rere Diverse Supplier Accelerator Programme

Point of Contact

Applicants will ensure all contact and communication during the Accelerator Programme application process will be directed to the point of contact noted below for an Air New Zealand response. Participants are not to reach out to other personnel within Air New Zealand in relation to this Accelerator Programme project. This includes all senior executives and employees involved in the project.

The point of contact for all queries concerning this Accelerator Programme is the:

Supplier Diversity Team
supplierdiversity@airnz.co.nz

Grant

Applicants acknowledge that any grant or other funds paid by Air New Zealand shall be used for the purposes of growing the business objectives of the Applicants business only and shall not be used for any other purpose. Successful Applicants shall meet with Air New Zealand within 6 months of the expiry of the applicable Accelerator Programme to discuss and disclose what objectives were achieved as a result of any funds paid.

Selection

No application is deemed to have been accepted or rejected unless until the fact of such acceptance or rejection has been advised in writing to the Applicant by Air New Zealand. Air New Zealand is not bound to accept any application, nor is it bound to provide any explanation of its decision relating to the successful Applicants and application process.