## **WESTPAC FEMALE FOUNDERS GRANT PROGRAM**

## TERMS AND CONDITIONS

By applying for the Westpac Fiji Female Founders Grant Program, I confirm that I have read, understood, and agree to the Terms and Conditions. I understand that as a grant recipient, I will be requested to participate in publicity events associated with the Westpac Fiji Female Founders Program.

Terms and Conditions of entry into Westpac's Fiji Female Founders Grant Program:

- 1. The Sponsor is Westpac Banking Corporation, registered in New South Wales with its branch operations in Fiji ("Westpac" or "the Sponsor").
- 2. Information on how to apply and funding details form part of these terms and conditions. However, to the extent that there is any inconsistency between these terms and conditions and any other published material, these terms and conditions will prevail. By applying for this grant, each entrant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
- 3. Entry is free and open to all female citizens of Fiji who identify as female entrepreneurs with an existing micro, small, or medium-sized business that has been operational for at least six months. This includes women who have benefited from financial and/or business development services, are self-employed, own at least 51% of a business, or lead/manage a business with at least 20% ownership and hold a senior executive position. Employees and contractors of Westpac and their immediate families are not eligible to enter. Applications must be submitted by the applicant herself.
- 4. An eligible entrant must:
  - a) Complete an entry form with their name, address, and contact details;
  - b) Answer every question in the application form;
  - c) Demonstrate a commitment to growth with a clear business plan and vision;
  - d) Applicants must read and agree to the declaration which advises you of your responsibilities;
  - e) Applicants must include a copy of a valid ID such as Drver's License, Electronic Voter ID, FNPF/FRCS Joint ID, Passport.
- 5. The deadline for entries closes on 30 September 2025 and is not subject to negotiation. Entries received after this period will not be eligible. Entrants will not receive individual acknowledgment that their application has been received.
- 6. Multiple entries are not permitted. Any extra entries received from the same applicant will be rendered ineligible.
- 7. A total of 5 grants will be awarded to the maximum value of FJ\$5,000 each.
- 8. Judging will be conducted between 1 October 2025 and 1 December 2025 and the Judges' decision will be final no correspondence will be entertained. The Judges, at their discretion, may allocate fewer grants than the total prize pool (including but not limited to circumstances where insufficient entries are received or entries are judged to be of a poor standard).
- 9. If at any time during the judging phase a finalist or their business goes into bankruptcy, voluntary administration, receivership, or liquidation the finalist is required to advise the event organisers and accepts that they may no longer be a finalist. In this eventuality the event organisers will put forward the next finalist receiving the highest number of votes in the respective category as the replacement finalist.

- 10. Recipients will be notified using the contact information provided on their application form. In the event the recipient cannot be contacted and if the grant remains unclaimed for a period of 90 days, the grant will be forfeited. To claim the grant, the winner must respond to the notification in the manner that will be set out in the notification letter/email/phone call. Applicants are responsible for keeping the Sponsor informed of any changes to their contact information during and immediately following the Competition Deadline.
- 11. The amount awarded will be deposited into a Westpac bank account in the successful applicant's name. If the grant remains unclaimed for 90 days, it will be forfeited.
- 12. Recipients may be liable to declare the grant for taxation purposes and will be liable for any tax payable in respect of the grant money. Applicants should seek independent financial advice in relation to any tax payable on the grant and the potential impact on their personal financial situation prior to entering the program.
- 13. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Sponsor nor any other member of the Westpac Group makes any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any funding awarded under this program.
- 14. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. If any guarantee, warranty, term or conditions implied or imposed under any applicable legislation in relation to any funding awarded under these terms and conditions cannot be excluded (a "Non-Excludable Provision") and the Sponsor is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Sponsor and all members of Westpac for breach of the Non-Excludable Provision is limited to one or more of the following at the Sponsor's option:
  - a) the replacement of the grant or the supply of an equivalent grant;
  - b) the supplying of the grant again;
  - c) the payment of the cost of replacing the grant or of acquiring an equivalent Prize;
  - d) the payment of the cost of having the grant supplied again.
- 15. To the maximum extent permitted by law, the Sponsor and all other members of Westpac expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any loss or damage which is suffered or sustained in connection with any applicant's participation in this program or the acceptance of any grant. The grant recipient or applicant fully indemnifies the Sponsor, its employees, officers and all members of Westpac against any liability, injury, loss, or damage which may be suffered, incurred or sustained by the Sponsor or any member of Westpac arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the applicant, recipient, or its use of the grant, or its breach of these terms and conditions.
- 16. The Sponsor collects personal information from all applicants in order to conduct the program. If the information requested is not provided, the applicant may not participate in the program or claim a grant and their entry may be discarded. It is a condition of entry into the program that the recipient consents to the publication of their name and city of origin in any advertisements or articles relating to the program or the grant and participates in any media releases which may include photographs of the recipient by the Sponsor. By entering this program, applicants consent to the use of their names and likenesses in this manner. Personally identifying information collected from applicants in this program will be handled in accordance with Westpac's confidentiality and privacy policies. The applicant agrees that Westpac's Privacy Statement applies to the information collected in relation to this application or grant program (as applicable). Please see Westpac's Privacy Statement at <a href="https://www.westpac.com.fj/privacy/">https://www.westpac.com.fj/privacy/</a> to understand how Westpac may collect, use, and protects an applicant's personal information.
- 17. By participating in this program, each applicant gives the sponsor a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide license to use, reproduce, publish, distribute and disseminate all intellectual property rights in entries that are capable of being assigned to the Sponsor and consents to the Sponsor and any other member of the Westpac Group, using,

- reproducing or editing and adapting any Entry, if the Sponsor wishes, in broadcast, electronic and print media, newsletters, in the Sponsor branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.
- 18. If this program is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment which the administration, security, fairness, integrity or proper conduct of this competition), the Sponsor reserves the right in its sole discretion to cancel this program without any liability to any of the applicants or Winners (as applicable).
- 19. Sponsor may at its sole discretion disqualify any individual, applicant or grant recipient who undermines the integrity or fair running of the program for other entrants and may also cancel, terminate, modify or suspend the program.
- 20. Where the grant recipient has not utilised the funds within the duration of the Grant Program or is/are no longer in ownership or leading a business, it constitutes a forfeiture, and the recipient will forfeit the unused portion of the Grant. Westpac shall have ownership of these funds and direct the use of these funds in any manner it deems fit. The applicant hereby agrees that this condition acts as an authority to Westpac to move grant funds from the applicant's bank account in which Westpac paid any grant funds into.
- 21. The applicant confirms she had an opportunity to obtain independent legal and/or financial advice on these terms and conditions and if she has not obtained advice, has chosen to waive her right to do so.