

Completing and submitting an Expression of Interest Form and Activation Form, for the Pakihi Short Course (“Short Course”) will be deemed as your acceptance of these Terms and Conditions.

All information relating to the Short Course is outlined in these Terms and Conditions and found on our website at [www.pakihi.nz](http://www.pakihi.nz). The information contained on our website may be subject to change and Te Wānanga o Aotearoa (TWOA) reserves the right to amend the information from time to time at our sole discretion.

Expression of Interests are processed by the [Eventbrite platform](#) in accordance with our terms and conditions of our licence and is subject to the [terms of use of Eventbrite](#) and also the terms of use found on our website at [www.twoa.ac.nz/pages/terms-of-use](http://www.twoa.ac.nz/pages/terms-of-use).

Expression of Interests are processed by the [MailChimp platform](#) in accordance with our terms and conditions of our licence and is subject to the [terms of use of MailChimp](#) and also the terms of use found on our website at [www.twoa.ac.nz/pages/terms-of-use](http://www.twoa.ac.nz/pages/terms-of-use).

Activation forms are processed by [SurveyMonkey](#) in accordance with our terms and conditions of our licence and is subject to the [terms of use of SurveyMonkey](#) and also terms of use found on our website at [www.twoa.ac.nz/pages/terms-of-use](http://www.twoa.ac.nz/pages/terms-of-use).

Our website is hosted by Openhost in accordance with our terms and conditions of our licence and is subject to the terms of use of Openhost and also the terms of use found on our website at [www.twoa.ac.nz/pages/terms-of-use](http://www.twoa.ac.nz/pages/terms-of-use).

## Short Course Details

The Short Course includes:

- 6 sessions which take approximately 2 hours each and are conducted via Zoom (“Sessions”).
- Several topics will be covered in the Sessions as outlined in the Short Course Schedule. View the Short Course Schedule online at [www.pakihi.nz](http://www.pakihi.nz).
- We will provide links to online Sessions via the registered email address
- A minimum one-hour coaching is required between Sessions, which are to be arranged between you and your assigned Coach.
- At our sole discretion, we will also work with other partners in the community, where practicable, to spread the word about the businesses that are launched as a result of the Short Course, to support your efforts to start your business.
- All participants will be added to a cohort for communication which includes receiving electronic messages from us including surveys, marketing materials and third-party goods and services from us and our governing organisation, Te Wānanga o Aotearoa.

## Out of Course Activities

Additional activities, working hours and resources may be required by you to help develop your new business or ventures are outside of the above required weekly course hours (three hours).

## Eligibility

To be eligible to successfully register for the Short Course, you will be required to meet the following criteria:

1. Submit your completed Expression of Interest form and Activation Form prior to the commencement of your selected Short Course option.

2. be a permanent New Zealand Resident.
3. be operating in business from one to eighteen months OR have a business idea but have not set up the business yet
4. meet the minimum technical requirements for this course including:
  - a. You must have access to a reliable internet connection;
  - b. A working email address; and
  - c. The ability to join and use the Zoom Video call app.
5. Be ready and able to start the Short Course prior to the scheduled start date of the Short Course
6. Attend the sessions as per the Short Course schedule
7. Be aged over 18 years of age

We reserve the right to verify the validity of all registrants and participants and decline any registration at our sole discretion if any information is withheld or provided and found to be false or inaccurate.

## Registration Process

As part of the Registration Process for the Pakihi Short Course – prospective participants are required to complete and submit all parts and information in the:

1. Expression of Interest Form via the Eventbrite platform.
2. Activation Form via Survey Monkey

If the Short Course is not suitable at that time or your acceptance is not confirmed, we will retain your information and contact you in the future if there are any other Services or Programmes that we can offer to you. Successful and unsuccessful registrants will be notified by email or phone as soon as possible by Pakihi staff.

## Confidentiality and Privacy

You acknowledge and agree to keep confidential and not use, publish, disseminate, share, or discuss with others any business or confidential information of other Participants, TWOA, Supplier Organisations or any other authorised or related entities, contractors, employees or other students of TWOA and the Pakihi Short Course, unless express written approval is provided from us. This clause will be continued until further notice is provided by us and where applicable, beyond the completion of the Short Course.

You also acknowledge that:

- In addition to the Privacy Statement in the Registration Form (see Part A), any personal information provided by you to us may be collected, stored, used and shared with third parties for any purpose connected with the Pakihi Short Course (or for any statistical and demographic purposes, your affiliation with Iwi, updating your details on any Iwi register and letting you know about any support or Iwi related business opportunities) or the business operations of Te Wānanga o Aotearoa including but not limited to providing to our affiliated Iwi, any of the Supporting Organisations, direct marketing, debt collection and credit reporting or assessment; and
- TWOA may retain and/or use such information for as long as reasonably required for the above purposes.
- Our affiliated Iwi referred to in these Terms and Conditions is Waikato-Tainui and the information shared is subject to our Agreement with them which is for the purpose of mutual benefits such as supporting and offering opportunities to businesses that affiliate to Waikato-Tainui.

Personal information will be collected, held and used in accordance with TWOA's Privacy Policy located at <https://www.twoa.ac.nz/Pages/Privacy> and the Privacy Acknowledgement completed as a part of your Registration. You may request access to and correction of any personal information held by TWOA at any time by contacting the TWOA privacy officer at Taumatua, PO Box 151, Te Awamutu 3840 or emailing [privacy@twoa.ac.nz](mailto:privacy@twoa.ac.nz) in accordance with the Privacy Act 2020.

You acknowledge that in addition to our privacy obligations to you contained in our [privacy policy](#) and the statements in the Registration Form, any personal information provided by you to us may be collected, stored and provided to third parties for any purpose connected with the Pakihi Short Course or the business purposes of TWOA, including the following:

- any of our supporting organisations that provide services to complete the Short Course.
- third-party contractors or suppliers including those used to provide subsidies, equipment, and resources relating to the Short Course.
- our funding provider and partner, the Ministry of or any other reporting agency or external organisation we are required to for the purpose of an external review.
- Software providers, we use to support the delivery of the Short Course including a learning management system and a client management system.
- to contact you with regular session reminders by way of text messages to your mobile phone through any third-party software or electronic messaging provider.
- to contact you to offer any third party services or goods or Iwi affiliated offerings or services or courses or programmes that we (either TWOA or our Innovation and Development Group) offer via marketing and promotional materials
- for debt collection and credit reporting or assessment.

### **Expected Behaviour**

All participants and staff are asked to be considerate of others and are expected to uphold the values and principles of Te Wananga O Aotearoa while working under our roof. These values include:

**Te Aroha:** means that everyone treats each other with respect, love, and caring. We will not tolerate discrimination or mistreatment of participants, volunteers or mentors during the short course

**Te Whakapono:** Is about acting with integrity during the wananga. Participants must not knowingly interfere or sabotage the efforts of other teams or participants during the wananga. Teams should also not copy the work of others unless they have consulted with and obtained permission first.

**Nga Ture:** Everyone must act in accordance with the rules set down by the event coordinators and must not break any laws for the sake of advancing their project.

**Kotahitanga:** The importance of human skills (whanaungatanga) for building successful businesses is one of the most important learnings of the Wānanga. We encourage everyone to focus on relationship building, strategies for resolving decisions and managing conflicts effectively with other team members. Where possible teams are also encouraged to collaborate with other teams to build better products and services.

### **Your Obligations**

You will also be required to adhere to any applicable TWOA Policies and Procedures including but not limited to our Digital Tikanga Guide and our ICT Policy when attending sessions online as well as any terms of use for any platforms which you use as a part of this Short Course. You also agree to respect the privacy of other participants on our sites or online and follow any instructions specific to the Short Course.

These documents or information can be provided to you upon request. We reserve the right to refuse admission, or remove anyone from an online forum or session at any time at our sole discretion without notice, should our expectations of behaviour not be met and directions from our Staff are not adhered to.

You must also comply with all requirements of TWOA, including requirements specified in these Terms and Conditions. If you register and act in a manner which in TWOA's opinion, is contrary to these Terms and Conditions or is fraudulent or unjust to other participants (such as hacking, cheating, deception, or any other unfair playing practices), your registration and acceptance may be rejected at the reasonable discretion of TWOA. TWOA may, at its sole discretion, declare any registration is invalid if you:

- fail to establish eligibility to register;
- do not complete and provide to us any information, reporting or complete an experience information feedback form or survey either during the course or following the completion of the Short Course. This will be used for the sole purpose of helping us to improve the Pakihi Short Courses in the future;
- submit a registration which in the TWOA's opinion is not in accordance with these Terms and Conditions;
- acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person;
- in the opinion of TWOA, engages in conduct in registration and undertaking the Short Course which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the TWOA;
- breaches any law; or
- behaves in a way that TWOA believes is otherwise inappropriate.

### **Health and Safety**

You will be required to adhere to the TWOA Health, Safety and Wellbeing Policy when participating in this short course. You may view the TWOA Health & Safety Policy by requesting a copy from our Pakihi staff.

### **Confidentiality – Third Parties**

You are solely responsible for ensuring the confidentiality of any information you disclose to third parties during the Pakihi Short Course and will indemnify TWOA against any liabilities resulting from any information you provide to any third parties. If any third parties disclose information to you, you are required to keep that information confidential and not use or disclose it without the prior approval of the persons who made the disclosure.

### **Intellectual Property Rights**

- It is your sole responsibility to take any steps necessary to protect their own intellectual property rights.
- You acknowledge and agree that as part of your participation in the Pakihi Short Course you may choose to disclose your

intellectual property to other participants in the course, course coaches or members of the public but do so at your sole discretion and responsibility.

- TWoA and including, Te Ahikōmako and Pakihi will not be responsible for any unauthorised use or breach of your intellectual property or other proprietary rights by those parties (or any other third party).
- Nor will TWoA be involved in, or accept liability in respect of, any disputes regarding ownership of intellectual property between participants, including disputes about the effect of these terms.
- You will indemnify TWoA and Pakihi against all loss, liability, costs and expenses the stated parties incur as a result of any third-party claim arising out of or in connection with any act or omission by you in respect of your Registration and completion of the Pakihi Short Course.

#### **Disclaimer of Liability**

- You indemnify Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa against all claims, demands, actions, costs, expenses (including but not limited to legal costs), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any intellectual property rights in respect of your participation in the Pakihi Short Course.
- You agree that Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa is not liable for any costs, losses and/or damage resulting from or in connection with (i) your participation in Pakihi or (ii) any damage to or loss of your personal property or to any computers or other hardware, data or software, that you may use during the Short Course.
- You acknowledge that the Pakihi Short Course is focussed on covering just the bare essentials of starting to trade, your specific business may have other compliance and regulatory requirements to meet which may not be covered by the course and it is your sole responsibility to ensure you understand and comply with any compliance and regulations which may be required of your business. Pakihi, Ahikomako and/or Te Wānanga o Aotearoa is not liable for any negative outcome, claims or liabilities that may result from any breaches of compliance or regulations, and all registered participants remain responsible for completing their own due diligence in relation to requirements and risks that may apply to their business idea.
- Participants acknowledge and agree that acceptance into the Pakihi Short Course does not guarantee, imply or predict the success of the participants Business. Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa shall not be responsible for the success or failure of the Business or any decision relating to the Business based on or arising from the Services or the Participants involvement in the Pakihi Short Course.
- Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa (including its directors, officers, employees, contractors, and agents) and Partners 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 the entry into or participation in the Pakihi Short Course including:
  - a) electronic or human error; and
  - b) any variation in the Short Course to those stated in these Terms and Conditions.

#### **Consent To Photography/Filming For Promotional Purposes**

By completing and submitting your Registration Form, you:

- acknowledge and accept that Pakihi, Ahikomako and/or Te Wānanga o Aotearoa, its Partners, or nominees may take photographs, record sessions, and short videos of you for marketing purposes;
- give your unconditional and irrevocable consent to being photographed and/or filmed at any session or event related to the Pakihi Short Course by Pakihi, Ahikomako and/or Te Wānanga o Aotearoa, its Partners or nominees, without compensation or credit; and
- confirm that Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa, its Partners and nominees, will own all rights (including copyright) in all photographic/video images taken by Pakihi, Ahikomako and/or Te Wānanga o Aotearoa, its Partners or nominees respectively at any session or event related to the Short Course (Works) and will have full permission to use and reproduce the Works for any purpose related to the media exploitation, marketing or promotion of TWoA, the Partners or the Pakihi Short Course.

#### **Reporting and Feedback**

You can report issues of any kind to your coach and/or Pakihi staff at any time or email [pakihi@twoa.ac.nz](mailto:pakihi@twoa.ac.nz). We will also be collecting user experience information during the course to help us improve Pakihi short courses in the future.

#### **General**

- TWoA reserve the right to cancel the Short Course and/or amend these terms and conditions at any time at their sole discretion without prior notice, subject to any applicable law.
- You are responsible for obtaining your own independent legal advice or financial advice regarding these terms and conditions and your registration and completion of this Short Course.
- Failure by Pakihi, Te Ahikōmako and/or Te Wānanga o Aotearoa to enforce any of its rights at any stage does not constitute a waiver of those rights.
- If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.
- To the fullest extent permitted by law, TWoA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of applications, or for any injury or damage to the participants and their employees, contractors or agents or any other person's computer related to or resulting from enrolment in the Short Course in or downloading any materials for this Short Course.
- Any hidden or additional costs associated with your new business or venture are not included in the course and there is no funding available during the short course. TWoA does not provide any funding for start-up business costs. Participants are responsible for seeking investment and funding for their own ventures.