

Terms & Conditions - Shares for Good Trust

Acceptance

This website is hosted by the Shares for Good Trust, its trustees, officers and agents (hereafter referred to as "we" or "us"). By accessing this website you agree to the terms and conditions listed below. If you do not accept these terms and conditions, you should not use this website.

1. General Disclaimer

Apart from the functionality provided by us that allows you to transfer securities to the Shares for Good Trust over the Internet, the content on this website is for your information only. While we use all reasonable care to ensure that this website and the content provided on this website is free from error, we make no, nor does NZX Limited, or any of its related companies, directors or employees (hereafter referred to as "Associates of the Shares for Good Trust"), make any, warranties or representations in any capacity whatsoever as to the website's or its content's accuracy, correctness, adequacy or completeness or the website's or its content's suitability for your intended use. Neither we, nor any Associate of the Shares for Good Trust, are responsible for any decision made or action taken by anyone in reliance upon the information on this website. The content on this website does not constitute a recommendation or advice to anyone and is not intended to be a substitute for commercial judgment or professional advice (whether of an investment, legal, tax and accounting, or other nature).

2. Liability

This website is provided on an "as is" and "as available" basis. We and the Associates of the Shares for Good Trust disclaim, to the fullest extent permitted by law, all liability or responsibility to you or any other person for any direct or indirect loss or damage arising in connection with these terms and conditions or in connection with this website, including your or any other person's use of, or reliance on the content of, this website.

3. Changes to Content

All content on this website (including these terms and conditions) is subject to change by us at any time and at our sole discretion. Amendments to these terms and conditions will be effective immediately when we post the amended terms and conditions on this website. By continuing to use this website, you agree to be bound by the terms and conditions as amended.

4. Jurisdiction

Unless otherwise specified, the content on this website has been prepared in accordance with New Zealand law for the supply of services in New Zealand to users who are resident in and/or carrying on business in New Zealand. The content of this website and any contracts formed with us arising out of this website are governed by New Zealand law and New Zealand Courts shall have exclusive jurisdiction.

5. Links

To the extent that this website contains material produced by third parties or links to other sites, we do not accept, and nor do any Associates of the Shares for Good Trust accept, any responsibility or liability in relation to such third party content. Such links are provided for convenience only and the inclusion of any links does not imply that we, or the Associates of the Shares for Good Trust, endorse or verify any of the linked websites.

6. Privacy Policy

If you use this website to instruct us to donate your shares, we will need to collect certain personal information about you to give effect to your instructions (such as your shareholder number, Faster Identification Number and other relevant information about you and your shares). If you do not provide this information, we will not be able to process your donation.

By using this website and completing a Donor Form you authorise us and/or the Associates of the Shares for Good Trust, to:

(a) disclose the personal information provided using this website or contained in the Donor Form to JBWere (NZ) Pty Ltd and NZX Ltd for the purposes of carrying out your instructions;

(b) contact you if there are any questions or issues in completing your instructions;

(c) hold and disclose information about you if required by any regulatory authority; and

(d) if you have requested a receipt, disclose your personal details to the charity issuing the receipt.

Where any of your personal information is provided to third parties (including JBWere (NZ) Pty Ltd and NZX Ltd) for the purposes of completing your instructions, we undertake to ensure that those third parties only keep your personal information for as long as necessary to complete your instructions and will adopt reasonable measures to keep your personal information safe from unauthorised use or disclosure.

Except as authorised above, or as required by law, we undertake not to provide personal information acquired in connection with your account(s) to other persons unless you authorise that disclosure pursuant to, or otherwise under, the Privacy Act 1993.

You are entitled to see, and to have corrected, any information that we (or any other party on our behalf) hold about you. To access personal information relating to your share donation, please contact the relevant share registry in respect of your shares.

Your personal information can be subject to regulatory review and in a case of a regulatory breach, the regulator will not have to keep your personal information confidential.

7. Intellectual property rights

We and the Associates of the Shares for Good Trust own (or have licences for) all intellectual property rights in this website and all content on this website (such as text, graphics, logos and icons). No part of this site may be reproduced or adapted in whole or in part without our prior consent.

8. Suspension of Website

You acknowledge that we have the right to suspend operation of this website at any time (including if, in our opinion, some threat is posed to any system or part of any system). You also acknowledge that we may suspend the operation of the website at regular intervals for periodic maintenance and administration tasks.

9. Security and Unauthorised Access

While all reasonable care is taken by us to provide a secure Internet trading environment, you acknowledge that neither we, nor any Associate of the Shares for Good Trust, will under any circumstances, be held liable for any direct or indirect loss, damage or liability caused by any breach of security including unauthorised access to or use of this website. You acknowledge that you are aware of, and agree to accept, any risks associated with share trading via this website, including without limitation the possibility that third parties may gain access to information which is confidential. You agree to release and indemnify us, any Associate of the Shares for Good Trust and any of our/their agents, from any loss, damage or liability resulting from any breach of Internet security, including without limitation the use or misuse (including fraudulent use) of your Faster Identification Number (FIN) or other confidential information.

10. Viruses

You are responsible for protecting your own computer(s) and/or network from being affected by viruses, bugs etc. whilst using our website. Neither we, nor any Associate of the Shares for Good Trust, are responsible if you are unable to access or use this website due to any virus, bug etc. nor for any loss or damage you may suffer as a result of a virus, bug etc. affecting your computer(s) and/or network.

11. General Terms and Conditions

You represent and warrant that:

- a. you will only use this website in a manner that complies with all applicable laws and regulations and that does not infringe the rights of us or any other person;
- b. all information provided by you in the Donation Form is complete and correct and is not misleading and you agree that we may rely on that information;
- c. you are authorised to make a donation of securities and when doing so are acting with consent from all persons with a beneficial interest in those securities;
- d. your obligations under these terms and conditions are valid and binding and enforceable against you in accordance with these terms; and
- e. if you are an incorporated body, you have been incorporated in accordance with the laws of the place of incorporation and you are validly existing under those laws (and in the case of an overseas company, you are carrying on business in New Zealand as a branch).

You must let us know as soon as you think there has been an error or mistake with any information provided by you in the Donation Form.

You agree and acknowledge that we and/or the Associates of the Shares for Good Trust may retain your FIN subject to the following conditions:

- a. Your FIN will be encrypted and stored in our internal systems. Where the FIN is in a written format, it will be stored in a secure area accessible only by our authorised personnel;
- b. We will use your FIN only for the purpose of donating shares on your behalf upon your instructions;
- c. Where unauthorised access to your FIN is gained by any person, and where that person also has access to your common shareholder number, one or more forms of your identification and the ability to replicate your signature, there is a risk that that person will be able to sell, and obtain proceeds from the sale of your Investments;
- d. We undertake that we will at all times protect your FIN from unauthorised use and/or access; and
- e. Once the shares have been transferred in accordance with your instructions, your FIN will be securely destroyed.

We reserve the right to refuse to accept any instruction given by you in our absolute discretion, for any reason. We will promptly notify you of any such refusal.

12. Confidentiality

You, us and any Associate of the Shares for Good Trust will at all times respect and protect the confidentiality of information acquired under these terms and conditions (except as may be otherwise required by law or the rules of any market in which a donation is made or as may be required by us in the carrying out of our duties under these terms and conditions, including such disclosures to our associates or advisers as we deem necessary). No associate of ours is obliged to disclose to you or any other person any information if disclosure would or might be a breach of duty or confidence to any other person or would be contrary to any laws.

13. Severability

If any of these terms and conditions is held to be invalid, illegal or unenforceable, that term or condition will be severed and the remaining terms and conditions will be enforceable.

14. Entire agreement

These terms and conditions, our privacy statement and the Donation Form constitute the entire agreement between you and us and supersede all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between us in relation to the subject matter of these terms and conditions.