

Terms and Conditions

These terms and conditions relate to the use by you of InvestorVote whether through a desktop or mobile platform. Before accessing the InvestorVote site, you must agree to be bound by these terms and conditions of use.

THESE TERMS AND CONDITIONS ARE LEGALLY BINDING. PLEASE READ THEM CAREFULLY.

Through InvestorVote you will be able to electronically:

- Appoint an individual, body corporate or the Chairman of the Meeting as your proxy.
- Appoint a second proxy.
- Specify how you wish your proxy to vote on items of business at the meeting

in relation to your holdings of securities where the register of holders of those securities is maintained by Computershare Investor Services Limited (company number 396101) ('Computershare').

Prior to accessing InvestorVote you will need to enter the Common Shareholder Number (CSN) or holder number and postcode or country of residence or FASTER Identification Number (FIN), whichever is applicable to that meeting for each of the holdings that you wish to electronically lodge a proxy appointment for.

When you use InvestorVote, Computershare will take reasonable care to facilitate the recording of that information against the securityholding nominated by you. However, Computershare does not guarantee that the lodgement of the proxy appointment form can be effected electronically. In particular, Computershare is not responsible for ensuring that the lodgement of the proxy appointment form has been completed effectively.

Privacy - Collection and Disclosure Statement

Personal information is collected through InvestorVote. Such information may include your postcode and email address.

You have previously been provided with a 'Collection and Disclosure Statement' by Computershare setting out amongst other things the basis on which the personal information is collected, the primary purposes for which the information collected will be used, the parties to which the personal information may be disclosed and the manner in which you can gain access to the personal information held. Reference should be made to that 'Collection and Disclosure Statement' for full details. The Computershare Investor Service Pty Ltd Personal Information Management Statement is also available at [Computershare Privacy Statement](#).

Warranties, Confirmations and Undertakings

In accepting these terms and conditions you will be deemed to have given the following warranties, confirmations and undertakings:

1. You agree to use InvestorVote to lodge your proxy appointment form electronically.
2. You have received a notice of meeting, proxy form, electronic proxy form, corporate representative proxy form, chairman's letter to shareholders, annual report, and any other

applicable documents in relation to the meeting for which you wish to lodge a proxy appointment form.

3. You understand that requirements in relation to proxy appointment forms are determined by the Companies Act 1993, NZX Listing Rules and the Issuer of the securities.
4. When you use InvestorVote in respect of a securityholding, you warrant that you are either the securityholder or that you have been duly authorised by the securityholder to act on their behalf in using InvestorVote and you agree to indemnify Computershare from all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses (including legal expenses on a full indemnity basis) of whatever description which Computershare suffers or incurs by reason of a breach of the above warranty.
5. When you use InvestorVote in respect of a securityholding that is in joint names, you warrant that you are:
 - One of the named joint holders and that you have obtained the consent of all of the other joint holders to act on their behalf in respect of the securityholding in using Investor Vote. Or
 - Not one of the named joint holders, but you have been authorised by all of the joint holders to act on their behalf in respect of the securityholding in using Investor Vote, and you agree to indemnify Computershare from all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses (including legal expenses on a full indemnity basis) of whatever description which Computershare suffers or incurs by reason of a breach of the above warranty.
6. When you use InvestorVote in respect of a securityholding that is in the name of a company, you warrant that you have been duly authorised by the directors of that company to act on its behalf and you agree to indemnify Computershare from all liabilities (whether actual, contingent or prospective), losses, damages, claims, proceedings, costs and expenses (including legal expenses on a full indemnity basis) of whatever description (whether direct or indirect) which Computershare suffers or incurs by reason of a breach of the above warranty.
7. You agree to the terms of our Privacy Policy at **Computershare Privacy Statement**
8. You have read, understood and agree to be bound by these terms and conditions and access to Investor Vote indicates your acceptance of these terms and conditions.

Computershare may at any time vary the terms and conditions by publishing the varied terms and conditions on the Investor Vote site. You accept that by doing this, Computershare has provided you with sufficient notice of the variation. Computershare reserves any rights not expressly granted in these terms and conditions.

Interpretation, Validity and Governing Law

Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

These terms and conditions shall be governed by and construed in accordance with the law applicable in New Zealand. You agree that in the event of a dispute the courts of New Zealand shall have jurisdiction.