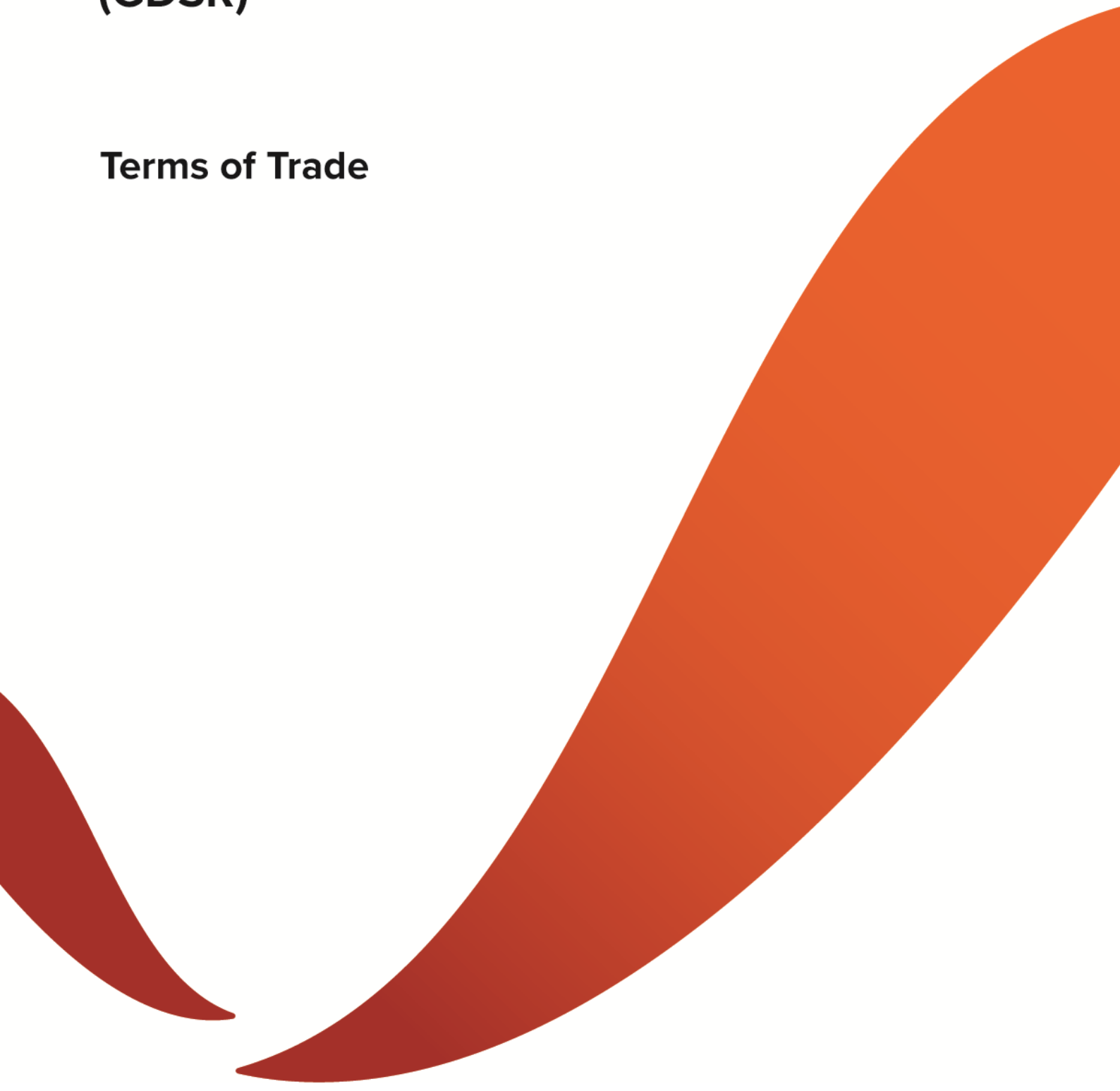


**Irirangi Te Motu**  
**NZ On Air**



# **Games Development Sector Rebate (GDSR)**

## **Terms of Trade**



Version	Date	Rationale	Key Sections Added / Amended
1.0	29/01/2023	First published version.	
1.1	27/10/2023	Updates post- GDSR initial webinar that led to industry and sector feedback.	<ul style="list-style-type: none"> <li>• Reference to <i>relevant tax year</i> changed to <i>relevant eligibility period</i> throughout. The relevant eligibility period relates to 1 April to 31 March.</li> <li>• Section A.4. added to the General Terms and Conditions</li> <li>• Section C.7. 'at NZ On Air's own cost' added to the wording.</li> <li>• Section C.16. Interest rate figure updated based on IRD's Interest on overpayments and underpayments (UOMI).</li> </ul>

## **New Zealand Games Development Sector Rebate Terms of Trade**

All businesses registering for eligibility and applying under the [NZ Games Development Sector Rebate \("GDSR"\) Scheme](#) will be required to read, understand and agree to the Terms outlined in this document. All businesses that register and/or apply for the GDSR scheme will be deemed by NZ On Air, as administrator of the GDSR Scheme, to have read, understood and agreed to those Terms and consent to be bound by them.

These Terms are made up of three sections:

- A. **General Terms and Conditions** that apply to all businesses wishing to register and apply for the GDSR Scheme. The General Terms and Conditions also grant NZ On Air specific rights in respect of the GDSR Scheme.
- B. **Registration-Specific Terms and Conditions** that apply to those businesses registering for eligibility under the GDSR Scheme, and those businesses deemed eligible under the GDSR Scheme by NZ On Air. The Registration-Specific Terms and Conditions also grant NZ On Air specific rights in respect of the GDSR Scheme.
- C. **Application-Specific Terms and Conditions** that apply to those businesses that have been registered under the GDSR Scheme, are applying for a rebate in the relevant eligibility period (1 April to 31 March) and may receive a rebate on eligible expenditure via the GDSR Scheme. The Application-Specific Terms and Conditions also grant NZ On Air specific rights in respect of the GDSR Scheme.

For further information on the GDSR Scheme, please refer to the [GDSR Guidelines](#). For further information on the GDSR Scheme, please refer to the [GDSR Guidelines](#).

### **A. General Terms and Conditions**

The below are General Terms and Conditions that all businesses, both registering for eligibility and applying for funding under the GDSR Scheme, acknowledge and agree to:

1. NZ On Air may vary both the [GDSR Guidelines](#) and the Terms of Trade without notice at any time and at its sole discretion. When NZ On Air receives a registration or application in respect of the GDSR Scheme, the [GDSR Guidelines](#) and Terms of Trade that are current at the time of receiving that registration or application will apply.
2. Neither the Terms of Trade nor the [GDSR Guidelines](#) for the GDSR Scheme constitute an offer capable of acceptance by any person.
3. All businesses warrant that the documentation and information they submit to NZ On Air, in registering for eligibility or applying under the GDSR Scheme for the relevant eligibility period, is accurate, true, and correct and contains the necessary information required by NZ On Air.
4. The responsibility to provide complete information to NZ On Air at any stage of the scheme resides solely with businesses that are seeking to register or apply under the scheme. Any failure to provide sufficient information to enable NZ On Air to make assessment as to the eligibility of the business to register, apply or receive any rebate figure under the scheme, may result in the registration or application being declined and the business being considered ineligible.
5. All businesses registering and applying under the GDSR Scheme must obtain and retain all necessary rights, licences, consents or other authorities with respect to any relevant game development work they are undertaking during the relevant eligibility period, and which enables the release, performance and exploitation of all game content they develop or contribute towards. NZ On Air may request evidence from a business to confirm they have obtained and retained such rights, licences, consents or other authorities.
6. All expenditure or amounts referenced in a registration or application under the GDSR Scheme must be in, or converted to, New Zealand Dollars.
7. All businesses will be required to respond in a timely manner to questions asked by representatives of NZ On Air in respect to their eligibility, registration, and Final Application under the GDSR Scheme.
8. Successful GDSR Scheme applicants – if requested by NZ On Air or the Ministry for Business, Innovation and Employment (MBIE) - will be required to reasonably participate in any evaluation activities or other information gathering exercises led by NZ On Air or MBIE that may be required to assess the GDSR Scheme's performance.
9. NZ On Air will publish the names of those businesses who have received funding under the GDSR Scheme, and the aggregate amount of rebate funding disbursed, on its website. NZ On Air will also publish the amount of funding received by each successful applicant (grouped into dollar bands), two years following the conclusion of the relevant eligibility period associated with the disbursement of the rebate sum. This publication aims to enhance transparency regarding the operation of the GDSR Scheme.

10. Any breach of these Terms by a business who has registered or applied under the GDSR Scheme may, at the discretion of NZ On Air, result in that business being considered ineligible under the GDSR Scheme for the relevant eligibility period (or for a longer period to be determined at the discretion of NZ On Air) and any related application not being accepted or assessed.
11. NZ On Air is subject to the Official Information Act 1982 and any request for information NZ On Air holds in respect to the GDSR Scheme will be handled in accordance with the provisions of that Act.

## B. Registration-Specific Terms and Conditions

The below Terms and Conditions apply to all businesses registering for eligibility under the GDSR Scheme:

1. Submitting a registration to NZ On Air under the GDSR Scheme does not guarantee that registration will be approved. Any approved registration under the GDSR Scheme will be solely at NZ On Air's discretion.
2. An approved registration under the GDSR Scheme also does not guarantee that an application for any amount of funding under the GDSR scheme in the relevant eligibility period will be successful.
3. Businesses that have been deemed eligible following their registration under the GDSR Scheme will receive a Letter of Acknowledgement from NZ On Air confirming their registration for the relevant eligibility period has been accepted.
4. If a business is registered and deemed eligible under the GDSR Scheme for the relevant eligibility period (i.e., deemed a "Registered Business"), from the date of being confirmed eligible, they are obligated to inform NZ On Air of any change in respect of their business that could materially affect their eligibility under the GDSR Scheme as per the [GDSR Guidelines](#). This includes, but is not limited to, informing NZ On Air of any change to the structure of an applicant's company, including a change of ownership or control. The appropriate contact details to inform NZ On Air of any changes is [gamesrebate@nzonair.govt.nz](mailto:gamesrebate@nzonair.govt.nz).
5. A business registering under the GDSR Scheme must provide confirmation and details of any government funding support (domestic or international) it has applied for and/or received during the relevant eligibility period up until the date of registration, including the source and amount of any funding contribution.
6. A Registered Business will be required to inform NZ On Air of any government funding support (domestic or international) that business has applied for and/or receives after the

date of its registration and up until the end date of the relevant eligibility period, including the source and amount of any funding contribution.

7. If a Registered Business ceases to be an Eligible Business as per the [GDSR Guidelines](#) of the GDSR Scheme during the relevant eligibility period, that business must promptly advise NZ On Air of this via [gamesrebate@nzonair.govt.nz](mailto:gamesrebate@nzonair.govt.nz). Ceasing to be an Eligible Business during the relevant eligibility period may mean that registered business is no longer entitled to receive any portion of the GDSR for any potential eligible expenditure it may have incurred during such period.
8. If a Registered Business is subject to insolvency or liquidation proceedings or is removed from the Companies Register during the relevant eligibility period, that business may not be entitled to receive any portion of GDSR funding for any potential eligible expenditure it may have incurred during such period.
9. A Registered Business must undertake a Statement of Readiness process by a specified deadline prior to its GDSR Final Application for the relevant eligibility period. NZ On Air will provide guidance as to the format and detail of the Statement of Readiness.
10. All businesses registering for, and registered under, the GDSR Scheme are required to respond in a timely manner to questions asked by representatives of NZ On Air in respect to their registration and eligibility under the GDSR Scheme.
11. NZ On Air will have the right, at its own cost, to require the reporting and accounting processes and systems of a Registered Business to be independently assessed or independently audited to assess its eligibility under the GDSR Scheme during the relevant eligibility period. NZ On Air may set the scope of the independent assessment or audit and appoint an assessor/auditor. A Registered Business under the GDSR Scheme will do whatever is reasonably required to facilitate and assist the assessment/audit.

## C. Application-Specific Terms and Conditions

1. All businesses applying for the GDSR Final Application for the relevant eligibility period must be a Registered Business and have received a Letter of Acknowledgement from NZ On Air. A Final Application submitted by a business not priorly registered under the GDSR Scheme will not be accepted by NZ On Air.
2. An approved registration under the GDSR Scheme or receipt of a Letter of Acknowledgement does not guarantee a Registered Business' Final Application for the GDSR in the relevant eligibility period will be successful, or partially successful.
3. A Registered Business will be required to submit its GDSR Final Application for the relevant eligibility period within the timeframe specified by NZ On Air.

4. Submitting a Final Application to NZ On Air under the GDSR Scheme does not guarantee that a Registered Business' Final Application will be approved. Any approved Final Application under the GDSR Scheme, including the amount of any rebate to be provided to a successful applicant, will be solely at NZ On Air's discretion.
5. All details of a GDSR Final Application for the relevant eligibility period will be assessed based on the information submitted by the Registered Business at the time of that application.
6. Related party transactions will be carefully reviewed at the Final Application stage to ensure that they are commercially reasonable. All Registered Businesses applying for the GDSR must ensure related party transactions are appropriately identified in their Final Application.
7. Any GDSR Final Application submitted by a Registered Business may, at NZ On Air's discretion and at NZ On Air's own cost, be provided to an independent assessor for a full assessment of the eligible expenditure during the relevant eligibility period and the information submitted by that registered business in its Final Application.
8. If the demand for the GDSR exceeds the maximum funds that can be applied to eligible applicants in the relevant eligibility period, a successful GDSR applicant may not receive the full 20% of the GDSR amount (capped at NZD \$3 million) for their eligible expenditure in such period. In such a case, NZ On Air will distribute the GDSR for that relevant eligibility period (up to NZD \$40 million less scheme administration costs) proportionally among the successful applicants based on the eligible expenditure incurred.
9. Following the date of a Registered Business submitting a GDSR Final Application for the relevant eligibility period, that Registered Business is obligated to inform NZ On Air of any material change in respect of its business that could potentially affect its eligibility under the GDSR scheme, up until the date it receives notification from NZ On Air as to the result of its Final Application. This includes, but is not limited to, any insolvency or liquidation proceedings or change of ownership or control of your company. The appropriate way to contact NZ On Air is via [gamesrebate@nzonair.govt.nz](mailto:gamesrebate@nzonair.govt.nz).
10. All Registered Businesses applying for the GDSR are required to provide confirmation and details of any government funding support (domestic or international) it has applied for and/or received during the relevant eligibility period up until the date of registration, including the source and amount of any funding contribution.
11. All Registered Businesses applying for the GDSR warrant they have the express written permission of any third party whose private and/or confidential information they are providing as part of their application and/or who they are making representations on behalf of, in their application.
12. If it is determined by NZ On Air that a Registered Business has ceased to be an Eligible Business as per the General Guidelines of the GDSR Scheme during the relevant eligibility

period, that Registered Business may not be entitled to receive any portion of the GDSR for any potential eligible expenditure incurred during such period. Any decision as to the entitlement of GDSR funding will be at the sole discretion of NZ On Air.

13. If it is determined by NZ On Air that a Registered Business has been subject to insolvency or liquidation proceedings or has been removed from the Companies Register during the relevant eligibility period, it may not be entitled to receive any portion of the GDSR for eligible expenditure incurred during that period.
14. Should a Registered Business be successful in its GDSR Final Application, NZ On Air will have the right, at its own cost, to require the cost reporting and accounting processes and systems of that business to be independently assessed or independently audited to further assess that business' eligibility under the GDSR Scheme during the relevant eligibility period. NZ On Air will retain this right to audit within 12 months of the end date of the relevant eligibility period, irrespective of whether a Registered Business has been approved for or provided any funding under the GDSR Scheme. NZ On Air may set the scope of the independent assessment or audit and appoint an assessor/auditor. A Registered Business under the GDSR Scheme will do whatever is reasonably required to facilitate and assist the assessment/audit.
15. If, following the submission of a Final Application and any potential allocation of GDSR funds to a Registered Business for the relevant eligibility period, an independent assessment or independent audit carried out under C14 of the Application-Specific Terms and Conditions identifies that a Registered Business intentionally or negligently provided false information to NZ On Air, that business may be obligated to repay NZ On Air for any portion of GDSR funding that could have been allocated to its business for the relevant eligibility period. Any amount to be repaid will be determined solely at the discretion of NZ On Air and in line with Sections C15 and C16 of the Application-Specific Terms and Conditions.
16. Should a finding be made under C15 by an Independent Assurance Provider or Auditor that a business was deemed to have provided false or misleading information, it may be required by NZ On Air to repay any funding determined by NZ On Air at C15 plus interest calculated against the repayable figure. This interest rate is calculated based on IRD's Interest on overpayments and underpayments (UOMI). The interest rates are set by government and are based on market rates, so they vary over time. The interest to be applied to any repayable sum will be determined at the sole discretion of NZ On Air and based upon the most recent UOMI rate.
17. If a Final Application made by a Registered Business under the GDSR Scheme is deemed successful by NZ On Air, that Registered Business will be required to meet the Accreditation Requirements of the GDSR Scheme. NZ On Air will advise on these Accreditation Requirements once finalised and guidance will be found on the NZ On Air website.