

# NZTIF Terms and Conditions www.nztif.co.nz

### **TERMS AND CONDITIONS**

These terms and conditions apply to the use of this website and in accessing or using or browsing this website and/or purchasing goods and/or services from this website, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, then you must refrain from using this website.

For the purposes of these terms and conditions, "this website" shall mean www.nztif.co.nz. Any reference to "NZTIF", "we", "our" or "us" shall mean NZTIF Incorporated

# Amendments to terms and conditions

We reserve the right to review and amend these terms and conditions and our disclaimer from time to time. Amendments will be effective immediately and NZTIF has no obligation to notify you of such amendments. We recommend that you check this page for amendments each time you revisit this website. Your use of this website will represent an agreement by you to be bound by the terms and conditions as amended.

#### **Events**

If you are not able to attend the event you have registered for, a substitute delegate may take your place.

Refund and cancellation information for events is detailed on the individual event registration form. Please read this carefully.

NZTIF reserves the right to cancel any event if minimum numbers are not reached. Similarly, NZTIF reserves the right to change the venue of an event.

# Policy for online purchase of goods and/or services

Any purchase of goods and/or services through this website signals acceptance of these website terms and conditions. You cannot purchase goods and/or services through this website unless you are capable of making legally binding contracts. In requesting your purchase, you accept the website terms and conditions, you also confirm that once your offer to purchase the goods and/or services is accepted by us, your order will constitute a binding contract between yourself and NZTIF.

# Ordering procedure for goods and/or services

You may offer to purchase goods described on this website for the price specified on this website by completing the relevant order form. Your order must contain your name, email address and any other information requested on that form.

Once your order has been processed you will receive a response confirming your details and the goods ordered. You will also receive a Goods and Services Tax invoice. The receipt of your order form will constitute our acceptance of your offer to purchase those particular goods.



We provide no warranty as to the availability of goods advertised through this website. Any information on this website is up to date at the time it is posted on the website, but is subject to variation at any time without notice.

# **Specific warnings**

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. NZTIF does not accept responsibility or liability for any interference or damage to your computer system which arises in connection with your use of this website or any linked website.

All information provided by this website is intended to be general in nature and you should not rely on it in connection with the making of any decision. While we have no reason to believe that any information contained on this website is inaccurate, incomplete or misleading, we do not warrant the accuracy, adequacy or completeness of such information. NZTIF does not accept any responsibility or liability for any loss or damage suffered as a result of reliance by you upon the accuracy, completeness or currency of information contained on this website.

### Restricted use

You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not on-sell information obtained from this website without our permission.

If you wish to provide a hypertext or other link to this website, you must contact NZTIF for our permission. We may or may not consent to you linking another website to this website, and the decision is entirely ours.

### Intellectual property rights

Copyright of all text, graphics, logos and designs used in this website is owned or licensed by NZTIF or its members. You may access and print material from this website provided it is used for your personal use, and not for any commercial purpose. Any reproduction of information on this website must include an acknowledgement of NZTIF's intellectual property rights in the relevant context.

Any word or device to which is attached the  $^{\circ}$  or  $^{\intercal}$  symbol is a registered trademark. If you use any of our trademarks in reference to our activities, products or services, you must include a statement attributing that trademark to us.

You must not use any of our trademarks: (a) In or as the whole or part of your own trademarks; (b) In connection with activities, products or services which are not ours; (c) In a manner which may be confusing, misleading or deceptive; or (d) In a manner that disparages us or our information, products or services (including this website).

# Website privacy policy



All information collected through or in connection with this website is controlled, stored and held by NZTIF or its web service provider(s) in accordance with the Privacy Act 1993. This Privacy Policy covers our use of information which is collected through or in connection with this website.

We may collect contact information about visitors to this website. This information may be used to: (a) Send you news, information about our activities and general promotional material which we believe may be useful to you; (b) Respond to queries or requests, or process orders or applications submitted by you; (c) Monitor who is accessing this website or using the services offered on this website; and (c) Profile the type of people accessing this website.

If you do not wish to have your personal information used in this manner or for any other specific purpose, please email nztif@nztif.co.nz to advise us of this.

We may utilise "cookies" which enable us to monitor traffic patterns and to serve you more efficiently if you revisit this website. A cookie does not identify you personally, but rather it identifies your computer. The type of information collected by way of a cookie includes your IP address, the date and time this website was accessed and what parts of this website were viewed and delivered. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance. We are not responsible for the privacy policy or practices of other websites, even if you have accessed those websites using links from this website, or you linked to this website from another website. We recommend you check the privacy policy of each website you visit. We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this website.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still disclose that information if: (a) We subsequently notify you of the intended use or disclosure and you do not object to that use of disclosure; (b) We believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or (c) We are required by law to disclose that information.

We will preserve the content of any email you send us if we believe we have the legal requirement to do so. We may monitor your email content for trouble-shooting or maintenance purposes or if any form of email abuse is suspected.

Personal information which we collect (including your contact details, and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission over the Internet.

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this website. You are entitled to edit or delete such information unless we are required by law to retain it. If you wish to make an enquiry regarding any personal information relating to you which may be in our possession, contact nztif@nztif.co.nz.

### Linked websites

This website contains links to external websites. NZTIF will not be responsible or liable for the content (including any liability arising out of any claim that the content of the linked website



infringes the intellectual property rights of any third party) or privacy practices associated with any linked websites.

Any link to a website is provided to help you find sites containing information, products or services which may be of interest to you. No link to a website shall be construed as an endorsement or warranty, approval or recommendation by NZTIF of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained or available on or from those linked websites.

# **Payment for services**

We will accept direct debit and credit card payment of goods and/or services requested through order forms on this website. You will be liable for all registrations placed using your payment method and agree to indemnify NZTIF against any losses, claims or damages arising from the use or misuse of your payment by any other person.

Prices are inclusive of goods and services tax, duties and other charges imposed or levied in New Zealand in connection with the supply of goods, unless otherwise indicated. Prices are exclusive of any taxes, duties or other charges imposed or levied overseas in connection with the supply of goods outside of New Zealand. We reserve our right to increase or decrease our prices without prior notice at any time.

### **Security of information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While NZTIF strives to protect such information, NZTIF does not warrant and cannot ensure the security of any information which is transmitted to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information in accordance with the Privacy Act 1993 and our website Privacy Policy.

# **Termination of access**

We may terminate access to this website at any time without notice. Our disclaimer will nevertheless survive such termination. NZTIF does not warrant that you will have continued access to this website, and will not be responsible or liable for any loss, claims, costs, expenses, or damage, directly or indirectly incurred or resulting from or related to your inability to use or access this website.

# Disclaimer

NZTIF does not accept any responsibility or liability for any direct, indirect, incidental, consequential, special, exemplary or punitive damage, or for any loss of profit, income or any intangible losses, or any claims, costs, expenses, or damage, whether in contract, tort (including negligence), equity or otherwise, arising directly or indirectly from, or connected with, your use of this website or any linked website, or your reliance on information contained in or accessed through this website, or the online purchase of goods or services, including the failure of any order to be processed or any goods to be delivered.



To the extent permitted by law, any condition or warranty, whether express or otherwise implied into these terms and conditions, including fitness for purpose is hereby excluded. However, nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the New Zealand Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms and conditions are to be modified to the extent necessary to give effect to that intention. If you are using this website or purchasing goods for business purposes, you agree that the New Zealand Consumers Guarantees Act 1993 does not apply.

### **Governing law**

This website and content have been developed in accordance with the laws of New Zealand. These terms and conditions, and any matters or disputes connected with this website or the online purchase of goods shall be governed by the law of New Zealand and the New Zealand courts shall have exclusive jurisdiction to hear and determine all claims in connection with this website and its use.

### **Complaints**

If you have a complaint about the content of this website, please contact nztif@nztif.co.nz.

### Acceptance of terms and conditions

You acknowledge that you have read, understood and accept the above terms and conditions and our disclaimer.