



TERMS OF USE AND PRIVACY

Your use of, and access to, this website is subject to the following Terms of Use, which you are deemed to accept by accessing this website:

This Website

This website has been developed to provide information about Half Day Sale (**HDS**), the services provided by HDS, and to advertise products and services on behalf of retail clients and suppliers (**clients**). If you choose to join HDS or subscribe for any service offered by HDS (**members**), the provision of that service to you will be governed by these Terms of Use.

Half Price Half Day Sale

On any day chosen by HDS from 10.00am to 10.00pm, HDS will advertise on this website, www.halfdaysale.co.nz, and www.halfpricesale.co.nz (**Websites**), on behalf of its clients, two alcohol or non-alcohol products (**Half Price Goods**) for sale to its members and the public with sale prices of at least 50% off the recommended retail price (**RRP**) for those Half Price Goods as advised by that client to HDS (**Half Price Sale**). The RRP is the highest standard RRP for those Half Price Goods and includes GST and the advertised sale price for the Half Price Goods also includes GST.

You understand and agree that to purchase any alcohol Half Price Goods you MUST be over 18 years of age. You acknowledge that it is illegal to purchase alcohol if you are under 18 years old and it is also illegal to falsely declare your age in order to buy alcohol.

HDS collates orders for Half Price Goods on behalf of its clients through its Websites or by fax. It does not supply Half Price Goods to you directly. If you wish to place an order for Half Price Goods then you must complete the Order Form in full on the Websites and submit it to HDS at orders@halfdaysale.co.nz or alternatively you can download a Fax Order Form and you must complete this and fax it to HDS on 04-586-7970 (**Order**). Once you place an Order, you are obligated to complete the transaction in the manner specified by the retail client or supplier, and you must make full and prompt payment for your Order. HDS will dispatch all Orders to its clients at the expiry of each Half Price Sale and you agree to your contact details and other information being provided by HDS to its retail clients or suppliers.

Delivery Information

You will be contacted by HDS' retail clients or suppliers within 24 hours after the expiry of the Half Price Sale to confirm receipt of your order. The retail clients or suppliers have the right to reject any Order in their sole discretion. Once the retail client or supplier confirms that payment has been made by you and that it has been honoured, it will deliver your Order directly to the address specified on the Order Form. All deliveries are by courier and direct to your door. The courier will require a signature upon delivery from the legal purchaser. Identification may be required to confirm identity and age. If no one is home, the courier will leave a card requesting that you contact the Courier office to arrange a suitable delivery time. An alternative delivery address can be supplied for delivery ie. your work.

The retail client or supplier will usually deliver your Order within 3-5 working days following its receipt of payment from you. During some peak selling times (such as

Christmas, Easter and public holidays as well as other times) it may take longer to deliver your Order to you.

You will be able to place orders through HDS while stocks of the Half Price Goods last. You need to purchase the minimum quantity of Half Price Goods specified on the Websites. All of LIPS members order Half Price Goods on a first in, first serve basis.

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LIPS reserves the right to refuse to take your Order if the number of allocated Half Price Goods available by the retail clients or suppliers have been previously ordered.

If your Order is not delivered to you within a reasonable time or if you have damaged or missing parts of your Order, then you can email HDS at info@halfdaysale.co.nz and HDS will refer your complaint to its retail clients or suppliers who will contact you directly.

You acknowledge and agree that HDS acts as an agent for its retail clients and suppliers when collating Orders and has no liability to you whatsoever. If an Order is accepted by the retail clients or suppliers, and you make payment to the retail clients or suppliers which is accepted by them, then a contract is formed between you and the retail clients or suppliers directly. Orders and all other contact between you and the retail clients and suppliers are conducted entirely at your own risk. HDS gives no undertakings, representations or warranties in relation to items sold or advertised on the Websites, including the quality, or price of the Half Price Goods, or as to delivery times for an Order.

You expressly understand and agree that:

- (a) to the maximum extent permitted by law and without limiting these Terms of Use in any way, HDS disclaims all implied conditions or warranties;
- (b) no advice or information that is obtained by you from HDS shall create any warranty that is not expressly stated in these Terms of Use; and
- (c) responsibility for the content of advertisements appearing on the Websites and the determination of the RRP and the price of the Half Price Goods rests completely with the retail clients and suppliers who are solely responsible for any representation made in any advertisement or otherwise.

HDS' Intellectual Property

You acknowledge that HDS is the sole and exclusive owner of all copyright, trade marks and all other intellectual property rights (**Intellectual Property**) in the software, text, graphics and other material (**Content**) displayed or available through this website, and in the HDS emails or any other communications sent to you by HDS. Unauthorised use of the Content is strictly prohibited and may infringe HDS' Intellectual Property. No content may be reproduced, published or transmitted in any manner without the prior written consent of HDS. In particular, you may not without prior written permission from HDS:

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- ✦ form a database whether electronically or otherwise by systematically downloading or storing all or any of the Content;
- ✦ deep link to, frame, spider, harvest or scrape the Content or otherwise access the Content for similar purposes; or
- ✦ redistribute, resell or republish the Content.

Retail Clients and Suppliers

If you are a retail client or supplier that has engaged HDS to advertise your products or services or utilise any other service offered by HDS, you acknowledge that HDS has the right to use freely and without restriction any advertising material or other