

## 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](http://www.halfdaysale.co.nz), and [www.halfpricesale.co.nz](http://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](mailto:orders@halfdaysale.co.nz) or alternatively you can download a Fax Order Form and you must complete this and fax it to HDS on 09-353-1347 (**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.

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:

- archive the Content or any part of it;
- remove the copyright or trade mark notice from any copies of Content made available under these Terms of Use;
- 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

material submitted by you to LIPS (**Material**), and you expressly warrant the following:

1. that the Material does not contain anything that:
  - (a) is misleading or deceptive or is likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986;
  - (b) infringes a copyright or a trade mark or otherwise infringes any Intellectual Property or industrial property rights;
  - (c) breaches any right of privacy or confidentiality;
  - (d) breaches any provision of any statute, regulation, by-law or other rule or law;
2. that the Material complies in every way with the Advertising Codes of Practice, and in particular The Code for Advertising Liquor, issued by the Advertising Standards Authority Incorporated and with every other code or industry standard relating to advertising in New Zealand;
3. publication of the Material will not give rise to any liability on HDS' part or in a claim being made against HDS in New Zealand or elsewhere;
4. you agree to indemnify HDS against all losses or costs arising directly or indirectly from publication of the Material, and from any costs incurred in HDS making corrections or amendments in accordance with the terms that follow;
5. that you will tell HDS as soon as possible if there is an error or omission in any Material you have submitted.

HDS may refuse to publish, or withdraw Material from publication without having to give a reason. HDS may require that Material is corrected or amended to conform to style, or for other genuine reasons. The positioning or placing of any Material within the website and electronic database is at LIPS' discretion except where specifically agreed in writing.

### **Linked Websites**

This website may contain links to other websites (**Linked Websites**). Those links are provided for convenience only and may not remain current or be maintained. HDS is not responsible for the content or privacy practices associated with Linked Websites.

Links with Linked Websites do not constitute an endorsement, approval or recommendation by HDS of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites.

### **Links to this Website**

You must not create a link to any part of this website without the prior written consent of HDS. If you do create a link to any page of this website, you acknowledge that you are solely responsible for the consequences of that link and you indemnify and will keep HDS indemnified against all damages, costs, losses (including without limitation, loss of profits) and expenses of any kind, whether direct or indirect, arising from, or in connection with, that link, whether brought in tort, contract, equity or otherwise.

## Privacy Policy

HDS will collect personal information provided by you when you interact with LIPS, such as when you register or join HDS to receive communications about products and services HDS offers, and when you provide HDS with feedback or respond to surveys in which you are requested to participate. Failure to provide necessary personal information when requested may result in certain products or services not being available to you.

HDS may also collect general information about site use, search statistics, traffic patterns, membership demographic profiles, demand for relevant products, services, facilities and information and related site information. These statistics will not include any information which personally identifies you.

Personal information HDS collects may be used:

- to verify your identity and assist you in case you forget any personal details where those are necessary to order any products or services provided by HDS;
- if you are purchasing Sale Goods, then HDS will forward your contact details to its retail clients or suppliers for the purpose of processing your Order;
- for authorising and processing credit card transactions which you enter into on this website;
- to provide information to you about other websites, products and services, which HDS consider may be of interest to you;
- for future marketing, promotional and publicity purposes, including carrying out direct marketing, market research and surveys;
- for ensuring that you are shown the advertising and information that is most relevant to you and your interests; and
- for any other uses that you authorise.

HDS will not use or disclose any information that may identify you for any other purpose without your consent except where HDS believes in good faith that it is required by law to disclose such information or that HDS has your prior authorisation, which HDS will usually obtain at the time of collecting information from you.

Some of HDS' advertisers use third party companies to serve advertisements when you visit this or other websites. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites, including information gathered by cookies, in order to provide advertisements about goods and services of interest to you. HDS does not control the practices of these companies and they may not follow the same privacy policies as HDS. HDS recommends that you check any relevant privacy policies before providing your personal information to any third party.

Any personal information that you provide to us will be collected and held by HDS at 3/15 Pannill Place, Albany North, New Zealand. Under the Privacy Act 1993, you have rights of access to, and to request correction of, any personal information about you that is held by HDS.

The Internet is not a secure environment. If you send HDS any information, including your email address, it is sent at your own risk.

If you believe that any information that HDS holds about you is inaccurate or out of date, or you would like to be removed from any HDS mailing list or similar HDS service please contact us at [info@halfdaysale.co.nz](mailto:info@halfdaysale.co.nz).

### **Access to this Website**

Access to this website may be terminated at any time by HDS without notice. These Terms of Use will nevertheless survive any such termination.

You acknowledge that your use of this website and associated services may be subject to interruption or delay. Due to the nature of the Internet and mobile phone communications, HDS and its service providers do not make any warranty that the website or services will be error free, without interruption or delay or free from defects in design or engineering.

### **Cookies**

Currently this website does not use "cookie" technology, but may do so in the future. A cookie is a small data file that a website may write to your hard drive when you visit it. A cookie file can contain information, such as a user ID, that the website uses to track the pages you have visited. The only personal information a cookie can contain is information you personally supply. A cookie cannot read data off your hard disk or read cookie files created by other websites.

HDS may use cookies in the future (without further notice to you) to track user traffic patterns and to better serve you when you visit the website. You can set your browser to notify you when you receive a cookie, providing you with the opportunity to either accept or reject it. You can also refuse all cookies by turning them off in your browser, however doing so may limit your ability to use this website.

### **Disclaimer**

While HDS has endeavoured to ensure that all information provided on this website or contained in its emails or other communications is accurate and up to date, prices are subject to change and errors may have been in the advertisement or entry of an advertised offer into the HDS database. Also, advertised prices are generally available only while stocks last.

HDS makes no warranty as to the accuracy, reliability, suitability or currency of the information on this website or provided in its emails or other communications. In addition, HDS makes no warranty that the website or any content posted on this website or sent to you by email will be free from viruses or any kind of malicious code whatsoever.

To the maximum extent permitted by law, HDS will not be liable for any loss or damage without limitation, loss of profits, loss of data, general and special damages and consequential and incidental loss, however caused whether such liability arises in contract, tort (including through negligence), equity, breach of statutory duty or otherwise which you may directly or indirectly suffer in connection with your use of, or inability to use, this website, any HDS service, any linked website, or reliance on information contained on or accessed through this website or otherwise provided by HDS.

You agree to indemnify and keep HDS indemnified against all actions, damages, costs (including legal costs and expenses), losses (including, without limitation, loss of profits) and expenses of any kind, whether direct or indirect, which arise from or in connection with your access or use of this website or subscription for and use of any HDS service (including misrepresenting your age to HDS at any time), whether in tort, contract, equity or otherwise.

Without limiting the above, HDS is not liable for matters beyond its reasonable control. HDS does not control telephones, third-party communications networks (including your Internet Service Provider), the Internet or acts of third parties.

### **Breach**

Without limiting any other rights and remedies available to HDS, HDS may limit your activities on this website, issue a warning to you or suspend or terminate your subscription(s) if you breach these Terms of Use.

### **Assignment**

You may not assign, sub-licence or otherwise transfer any of your rights under these terms and conditions.

### **Amendment of Terms of Use**

These Terms of Use may be amended in whole or in part by HDS from time to time. Amendments will be effective immediately upon posting of the amended Terms of Use on this website. You are responsible for ensuring you are familiar with the latest Terms of Use. Your continued use of this website represents your agreement to be bound by the Terms of Use as amended.

### **Governing Law**

This website is governed by, and is to be interpreted in accordance with, New Zealand law. Any disputes between you and HDS will be resolved by the New Zealand courts.

To the fullest extent permitted by law, HDS excludes responsibility for the compliance of this website or the information contained in it with the laws of any other country.

### **Ownership**

HDS is a wholly owned subsidiary of Liquor Information Pricing Services Ltd.