

Website Terms and Conditions

This Website is operated by or on behalf of Rushmore Distributors (NZ) Limited (referred to as **we, us or our**).

These Terms and Conditions govern your access to and use of this Website. Each time you access this Website, we grant to you a limited, non-exclusive licence to view and use this Website upon the terms set out in these Terms and Conditions at the time of access. We may amend these Terms and Conditions from time to time. Therefore, every time you access this Website, please check these Terms and Conditions to ensure you are aware of the current terms and conditions that apply at that time.

1. Ownership of Content

- 1.1 All material on this Website, including the information, documents, text, code, graphics, designs, illustrations, brands, logos, trade marks, layout, photographs, video, music, sound, trading names, downloads, pricing information, products and services (**Content**) is owned by or licensed to us or we have permission to include it on this Website.
- 1.2 You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store any Content for any purpose, other than with our prior written consent or as permitted by law. All our rights are reserved.
- 1.3 This Website may include registered and unregistered trade marks which are owned by us and you are not permitted to use them without our prior written consent. In addition, trade marks used on this Website to describe third parties and their products are trade marks of those third parties and you are not permitted to use them without the prior written consent of those third parties.

2. Your use of this Website

You must not (and must not permit a third party to):

- (a) use this Website or its Content in breach of any applicable laws or regulations;
- (b) use this Website to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (c) misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technically harmful;
- (d) attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website;
- (e) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Content;
- (f) circumvent, disable or otherwise interfere with security-related features of this Website; and
- (g) do anything which will or may damage or disrupt access to this Website or interfere with or create an undue burden on the proper operation of this Website.

3. Links and Third Party Content

- 3.1 You must not link to, frame or mirror any part of this Website without our prior written consent.
- 3.2 This Website may contain links to websites operated by third parties (**Third Party Websites**) and may contain links to the content of third parties found on other websites or at other places (**Third Party Content**). Third Party Content and Third Party Websites are not under our control. Subject to clause 7:
 - (a) we do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct; and
 - (b) if you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

4. User-generated Content

- 4.1 If this Website permits you to upload, post or otherwise make any material available for public view via this Website, then if you do so, you grant us a non-exclusive, worldwide, royalty-free, perpetual licence to use, store, reproduce, publish and edit that material and communicate it to the public.
- 4.2 If you are in breach of these Terms and Conditions or use this Website contrary to any applicable laws, or if we consider it to be reasonably necessary for cybersecurity reasons, we reserve the right to block or suspend any user of this Website, and to modify or remove any material uploaded, posted or otherwise made available for public view on this Website by any user. We also have the right to disclose your identity to any third party if required by law.
- 4.3 Subject to clause 7, we are not responsible for, and accept no liability with respect to, any material uploaded, posted, or otherwise made publicly available on this Website by third parties except to the extent caused or contributed to by us. We do not endorse any opinion, view, advice or statement made by any third party.
- 4.4 You agree to indemnify us against any third party claims made against us in connection with material that you upload, post or otherwise make publicly available via this Website. Your liability under this indemnity will be reduced to the extent the claim was caused or contributed to by us.

5. Cookies

- 5.1 This Website may use 'cookies' as part of its interaction with your internet browser. Cookies enable us to provide you with a customer-oriented service. A 'cookie' is a small text file placed on your computer by our web server. A cookie can later be retrieved by this Website's servers. Cookies do not alter the operation of your computer or mobile device in any way.
- 5.2 Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Most web browsers allow you to disable cookies on your computer. If you accept cookies, you will be able to make full use of this Website. If you disable cookies, you may be unable to use this Website to the fullest and optimum extent.
- 5.3 Cookies may be used to record non-personalised information such as the date or the pages accessed for this Website's administration, statistical and maintenance purposes. Any such information will be aggregated and not attributed to individual users.

- 5.4 We may also use the cookies on this Website (as well as data collected through these cookies) for commercial purposes, including targeting and displaying advertising on our website and on third party websites, social media platforms and advertising networks.

6. Disclaimer

6.1 Subject to clause 7:

- (a) This Website is provided on an "as is" and "as available" basis. We do not guarantee that this Website will be secure or free from bugs or viruses or function without interruption or errors. You are responsible for configuring your information technology, computer programmes and platform to access this Website and should use your own virus protection software. By accessing this Website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this Website.
- (b) This Website, its Content and other information on this Website is intended to provide general information only. We do not warrant the accuracy, completeness or suitability of such Content and information on this Website, which, for various reasons, may not be current and is subject to change. To the fullest extent permitted by law, we exclude all liability to you for any loss or damage of any kind, even if foreseeable, arising under or in connection with:
- (i) your use of, or inability to use, this Website; or
 - (ii) your use of or reliance on any Content or material displayed on this Website,

including any direct, indirect, special or consequential loss (which includes, without limitation: loss of revenue, profits, data, business or anticipated savings; loss of goodwill or reputation; and business interruption) except to the extent that the loss or damage was caused or contributed to by us.

- (c) To the fullest extent permitted at law, we limit our liability to the supply of the services again or the payment of the cost of having the services supplied again.

- 6.2 If you supply any products to us or purchase any products from us, different terms, limitations and exclusions of liability will apply, which will be set out in the Terms of Sale and Terms of Purchase, as applicable.

7. New Zealand Consumer Law

The 'New Zealand Consumer Law' set out in the Consumer Guarantees Act 1993 and Fair Trading Act 1986, including any corresponding regulations made pursuant to those Acts, provides consumers with a number of protections including guarantees that cannot be excluded, restricted, or modified. Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying a consumer's rights under New Zealand Consumer Law or any other applicable statutory rights that cannot be excluded, restricted or modified. If you are using this Website or its Contents for commercial purposes then you agree that the New Zealand Consumer Law will not apply to you, and that this limitation is fair and reasonable in the context of such usage and these Terms and Conditions.

8. Privacy Policy

Our Privacy Policy is incorporated by reference into these Terms and Conditions. We will only use your personal information as set out in our Privacy Policy.

9. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of New Zealand to determine any dispute arising out of or in connection with your use of the Website or these Terms and Conditions.

10. Account

- 10.1 To access and use certain features of this Website, you may be required to create an account (**Account**). By creating an Account, you represent that you are at least 18 years old and reside in New Zealand.
- 10.2 If this Website allows you to create an Account, you may do so by following the account registration process set out in this Website. As part of the registration process and your continued access to your Account, you may be required to provide personal information about yourself such as your name, email address, telephone number and address. Any personal information you provide when creating your Account will be governed by our Privacy Policy.
- 10.3 You are responsible for ensuring that any information you provide in relation to your Account is accurate, correct and up to date, and that your Account details (including any usernames and passwords) are kept confidential and not shared with any third parties.
- 10.4 You acknowledge and agree that you will be solely responsible for any use of your Account (including any payment authorisations), except to the extent that your Account is accessed by an unauthorised third party due to an act or omission by us.
- 10.5 We reserve the right to disable your Account if you fail to comply with any of these Terms and Conditions.