

GENERAL WEBSITE TERMS AND CONDITIONS

1. **Acceptance:** This website is owned and operated by Business North Harbour Incorporated ("BNH"). Your use of this website is subject to all applicable laws, these general terms and conditions, the privacy policy below and any additional terms of use indicated on this website (together, the "Terms"). By accessing and browsing <https://businessnh.org.nz/> ("our website"), you agree to be bound by the Terms. If you do not wish to be bound by the Terms, please do not use our website. BNH may amend the Terms from time to time (see clause 5 below). You agree to be bound by the Terms in effect at the time at which you access this website.
2. **General Disclaimer:** BNH makes every effort to ensure the information published on our website is up-to-date and accurate. However, we cannot guarantee the accuracy of our content at any one time. BNH does not accept any liability for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission, whether negligent or otherwise, contained on or accessed through our website.
3. **BNH is not an agent of any retailer or third party.** If you buy products from a member's own website BNH will not be responsible to you in any way relating to those purchases or any transaction you may enter into through use of our website.
4. **Additional terms:** Some of the individual services, promotions, events and offers advertised on or through our website may be governed by BNH's and third party suppliers' additional terms of use (the "Additional Terms"). You accept, and agree to comply with, any Additional Terms (and BNH's Additional Terms prevail if there is any inconsistency with these general terms and conditions).
5. **Changes to Terms:** These Terms may be amended at any time by BNH without specific notice to you. The latest Terms will be posted on our website, and you should review these Terms prior to using our website.
6. **Limited duration and availability:** Any events, offers and deals listed on our website (if any) may only be available for a limited time period (as indicated on the website) and are only available and redeemable in New Zealand by New Zealand residents and visitors in New Zealand (except where expressly stated otherwise). Such events, offers and deals are also subject to availability and change and are the sole responsibility of the relevant third party supplier, not BNH. In some instances, the events, offers and deals listed on our website will be subject to strict age restrictions (e.g. R18 or R20), including but not limited to events, offers and deals for bars, restaurants and hotels and so only persons who meet the age restrictions are eligible for the aforesaid events, offers and deals. To apply for, or be entitled to, an event, offer or deal on our website, you may need to register your details with BNH or the relevant third party supplier and/or apply for that event, offer or deal. You acknowledge that any events, offers and deals listed on our website have not been successfully allocated to you unless and until this has been confirmed by BNH or the relevant third party supplier.
7. **Change of Content:** BNH reserves the right to make changes to the content of our website at any time without notice.

8. **Notice of Copyright:** Material that you see on our website or contained in emails sent to you by BNH (including email newsletters) may be protected by copyright or trade mark, patent or other protections ("the Rights"), even if it is not stated to be. You may not download, copy, reprint, distribute or otherwise publish information, graphics or images from our website without the express permission of the owner of the Rights. BNH is not responsible for damage (including damage caused by viruses) to your computer or software or any losses suffered by you as a result of downloading, installing or using the material.
9. **Price and GST:** Unless expressly stated otherwise, all references to price on our website are in New Zealand Dollars (NZD) and are subject to Goods and Services Tax (GST), where applicable.
10. **No responsibility:** Although BNH endeavours to ensure that the third party events, offers and deals on <https://businessnh.org.nz/> are genuine, BNH does not necessarily sponsor, guarantee or approve of any of the events, offers or deals advertised or promoted on this website and, to the extent permitted by law, accepts no responsibility or liability for the events, offers or deals whatsoever. Admission to some events, or redemption of some offers or deals, may require the purchase of tickets or advanced booking, which are subject to availability and Additional Terms.
11. **Accuracy:** BNH endeavours to ensure the information and data published on our website, including but not limited to our business directory (<https://businessnh.org.nz/listings/>), publications or information and data, is up-to-date and accurate. However, we cannot guarantee the accuracy of our content at any one time or that our website (or emails sent from BNH) will be error free, free of any viruses or compatible with any other software or material. BNH does not accept any liability (to the extent permitted by law), for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission, whether negligent or otherwise, contained on or accessed through our website or any emails or electronic alerts sent to you by BNH (including but not limited to email newsletters). Where our business directory notes a listing is a 'Verified Listing', such verification is limited to BNH confirming the contact details provided at the time of listing were accurate to the best of BNH's knowledge.
12. **Inaccuracies:** If you want to amend the information we hold or correct any inaccuracies that have been published on our website or sent via email, you may do so by sending an email to admin@businessnh.org.nz.
13. **Links:** Our website may contain links to other sites. BNH accepts no responsibility or liability in relation to content, accuracy or opinions expressed in these sites. Inclusion of any linked website on our website does not imply approval or endorsement of the linked website by us. If you decide to leave our website and access these third party sites, you do so at your own risk.

PRIVACY POLICY

1. **Your consent:** By using our website and signing up to email newsletter/s, offer alerts or other alerts and/or using BNH's services, you consent to our collection, use, disclosure, and processing of your personal information as described in this privacy policy.
2. If we change our privacy policies and procedures, we will post those changes on our website to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it.

3. **Cookies and web tags:** Cookies are small bits of data that are deposited on a user's browser. Our website utilises cookies, IP addresses and other interactive techniques such as web tags to collect information on how you use our website for specific functions, including running analytics and targeting messaging on social media. The cookies and tags we use do not collect personally identifiable information, and we do not use them to determine your identity. Cookies permit users to store their password and other user information without having to constantly re-enter this data. Cookies also permit us to tailor our website to your needs. Most browsers permit users to decline to accept cookies, although the default setting is typically to accept them. You may choose to decline the cookies, but refusing cookies may limit your ability to use our website in their entirety.
4. **Information collection:** If you do nothing during your visit but browse through our website and read the information contained on the web pages, then we may gather certain information about your visit automatically. This information does not identify you personally. We may automatically gather the internet domain (for example, "companyx.co.nz" if you use a private internet access account, or "myschool.ac.nz" if you connect from a university's domain), IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the web) from which you access our website, and the date and time you access our website and the pages you visit. This information is used in statistical and aggregate formats to assess the effectiveness of and improve our website and BNH's services, to determine our visitors' preferences and interests, and to help us target messaging on social media.

We may collect non-public personal information from you when you voluntarily provide personally identifiable information to us through our website, such as when entering competitions or submitting a membership application. We limit use of such information to the purposes for which the information was provided and/or intended for. If you send an email that includes personally identifiable information, for example, in an email containing an inquiry, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception.

5. **Business member registration:** If you register as a business or commercial property owner member through our website (<https://businessnh.org.nz/>), you will need to provide BNH with personal information such as your name, mobile number and email address, or you will not be able to register as a member. This information is your responsibility to administer at all times by logging on to your profile or contacting BNH directly. You are able to choose what information is published and what is used for membership communications only. All information you provide will only be used for the purpose for which it is provided and will not be shared with third parties, except as related to the purpose of its supply.
6. **Offensive content and membership removal:** You agree that at all times during which you are a member of our website, you will use a name and/or profile picture and/or business logo which is not defamatory, indecent, objectionable or otherwise offensive. You also agree that no content you create on our website will be defamatory, indecent, objectionable or otherwise offensive. You acknowledge that BNH, in its sole and absolute discretion, may remove you as a member of our website, or remove any content you create, at any time without notice to you should you breach these Terms.

7. **Newsletters:** When you subscribe to our newsletter mailing list, your details become part of BNH's email newsletter mailing list. Being part of this list enables us to send you information about including but not limited to offers, events, shopping, dining, nightlife, attractions, accommodation, advocacy and news. The information you have provided will remain confidential and will be used only for the purpose of communication, as well as for targeting our messaging on social media via de-identified means (e.g. using Audiences on Facebook). Once subscribed to these mailing lists, you may unsubscribe at any time.
8. **Access:** You may ask to see the personal information that BNH holds about you at any time by contacting us. You are entitled to ask BNH to correct, alter or delete any personal information that we hold about you by contacting us at Unit 2, Level 1, 322 Rosedale Road, Rosedale, Auckland, New Zealand or admin@businessnh.org.nz.
9. **Competition:** Any personal information collected as part of a competition or survey will be held by BNH in accordance with its obligations under the Privacy Act 2020 and will not be shared with third parties.