

# LEGAL NOTICE

## THIS SITE IS INTENDED FOR USE BY RESIDENTS OF NEW ZEALAND ONLY

This World Wide Web Site (“**the site**”, “**Website**” or “**this site**”) is operated by RB New Zealand Limited (**RB**). The following Terms and Conditions specify the terms of the agreement between you, the person viewing the site (“**you**”) and RB, for your use of this site. Access to and use of this site is subject to these Terms and Conditions and all applicable laws. By viewing this site, you agree to be bound by these Terms and Conditions; if you do not agree to these Terms and Conditions, you must stop viewing this site immediately.

This site is provided by RB for the benefit of, and is intended to be viewed by, users within New Zealand only. If you are viewing this site on a computer outside New Zealand, you agree: a) that you are solely responsible for complying with the laws applicable in your jurisdiction; b) RB has no liability to you whatsoever with respect to your use of this site; and c) you indemnify RB against any liability it may have to any third party for any reason whatsoever arising out of your use of this site.

RB may at any time change these Terms and Conditions and you should therefore periodically visit this page to review the then current terms to which you are bound. By continuing to view the site after a variation to these Terms and Conditions has been made, you will be deemed to have agreed to the new Terms and Conditions.

If you access or use the Website, you warrant that you are over 18 years old and accept these Terms and Conditions or, if you are not over 18 years of age, that one of your parents or your legal guardian has given you their permission to use the Website and has read and accepts these Terms and Conditions for you.

### **Your Use of the Website**

You may browse this site for personal entertainment and information. However, you must not reproduce, copy, distribute, modify, transmit, republish or revise the contents of this site without written permission of RB. Use of information contained on the website is at your own risk and RB is not responsible for any adverse consequences arising out of such use. The material provided on this site has not been prepared by taking into account the particular objectives, situations or needs of any individual users. Neither title nor intellectual property rights are transferred to you nor any third party through use of or access to this site. All rights, title, and

interest in and to all aspects of this site remain the sole property of RB or its affiliated companies. Copyright in this site (including but not limited to text, graphics, logos and software) is owned or licensed by RB.

### **Information and Materials on the Website**

We will always try to make sure that the information contained on this site is true and up to date. However you agree you view this website at solely your own risk and you should always make sure that you check any information for yourself or, if you are under 18 years of age, with one of your parents or legal guardian.

### **Text, Graphics, Images, Logos etc on the Website**

Names, logos and trade marks appearing in this site are pending or registered trade marks where indicated. You must not use any RB trade marks without the prior express written consent of RB.

RB only purports to use names, logos or marks appearing in this site in those territories in which it or its affiliates are entitled to do so, whether by virtue of pending or registered trade marks, licenses, or otherwise. For the avoidance of doubt, RB does not purport to use any name, logo or mark in any territory, in which it is not so entitled, and will not supply or offer to supply products and/or services bearing any such name, logo or mark into any such territory. The use or misuse of these trade marks or any other content on this site, except as provided in these Terms and Conditions or in the site content, is strictly prohibited.

### **Liability**

Legislation, may imply certain warranties and conditions in respect of your use of this site, and nothing in these Terms and Conditions excludes any such non excludable warranty or condition.

Except as set out above, RB makes no warranties or representations about the accuracy or completeness of the content of this site or any site(s) linked to this site. Any claims made on this site relate solely to the products or services sold or provided by RB. Neither RB nor any of its affiliates shall be liable for any direct, indirect, incidental, consequential or punitive damages arising out of: (a) the ability (or inability) to access this site, (b) the use (or inability to use) any content of this site, (c) or the content of any site(s) linked to this site. In addition, RB does not warrant that this site or the server that makes it available are free of viruses or other harmful components. You (and not RB) assume the entire cost of all necessary servicing, repair, or correction.

## Submissions

You may only submit information to us via the Contact page or otherwise on this site in compliance with the following conditions:

- You are not under the age of 18 years.
- You represent that, to the best of your knowledge, any idea, suggestion, concept, question, opinion, invention, information or material ("**Submission**") that you submit is your own original work, created by you and that no other person has an interest or claim in that Submission.
- You acknowledge that we are not receiving your Submission in confidence and that no confidential relationship is created between you and us at any time. We do not undertake to maintain in secrecy any Submission.
- You irrevocably grant to us, free of charge, a non-exclusive perpetual worldwide licence to use all intellectual property rights (including without limitation copyright) in the Submission for an unlimited period of time and you consent in respect of any Submission to us doing any act(s) which may otherwise constitute an infringement of your moral rights.
- You consent to us using, free of charge, your Submission for any purpose that we deem fit, including, without limitation, future marketing or promotional purposes, product development, publishing the Submission in any media or posting it on the site (such as in any future FAQ section). If we publish your Submission or post it on the site we will, to protect your privacy, de-identify it and will not publish your name with the Submission (or other details that would allow people to identify you as the author of the Submission), unless we expressly obtain your consent to do so. However, if you post any material on the Website directly, whether by way of blog or otherwise, and you include details that would allow other people to identify you, such information may appear and we take no responsibility in that regard.
- You consent to us adapting, modifying, changing your Submission without notice to you and without seeking your further permission.
- We are not in any way obliged to adopt, post or answer your Submission or deal with your Submission in any way. In particular, we reserve the right, at our sole discretion, not to respond to any Submissions that in our view are inappropriate, offensive or otherwise not in keeping with the spirit of the site. We will not respond to any Submission which has been submitted by an individual under the age of 18 years.

## **Intellectual Property Rights**

You grant to RB an irrevocable, perpetual, worldwide, non-exclusive licence to use and exploit all intellectual property rights (including without limitation, copyright) in any communication or material you post or transmit to this site over the Internet ("your material"). You consent to RB doing (or omitting to do) all acts in respect of your material that may otherwise constitute an infringement of your moral rights in your material.

For the avoidance of doubt, RB or any of its affiliates may use your material for any purpose, including reproduction, transmission, publication, broadcast, communication to the public and posting. RB is under no obligation to respond to messages posted to this site, nor does RB need to provide any compensation to you or any other person for any use of your material. You will not post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, indecent or profane material, or material that infringes the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, or material that is or could be misleading or deceptive, or any material that could constitute or encourage conduct that would be considered a criminal offence or violate any law or regulation.

These Terms and Conditions are governed by the laws in force in New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand.