

## Terms of Sale

This website ("site") is operated by Equestrian Sports New Zealand (referred to in these terms of sale as "we", "us", "our" or "ESNZ"). These terms of sale apply to your purchase of membership and horse registration and products via our site.

## Privacy Collection

When you register for an online account.

- When you contact us to enquire about this site or any of our products or services.
- Through your use of this site and the services and functionality offered through it.

## Use

We will only use personal information about you for the following reasons:

- To create an online account for you.
- To record and process your membership, horse registration and orders.
- To add to our database so we may inform you of specials, promotions, offers and events via email or post.
- To share registration information for event entries to online event providers under a non-disclosure agreement with those providers.
- To respond to your queries.
- Any other reasons which we may notify at the time the information is collected.

## Disclosure

We may share your personal information:

- To our area group secretaries or online event providers.
- Where the disclosure is in connection with one of the purposes for which the information was collected (e.g. to courier companies to enable deliveries).
- Where we are required or authorised by law to make disclosure.
- Except as provided above, we will not share your personal information with any other third parties.

## Retention and Security

We will not hold your personal information for longer than is required for the purpose(s) for which it was collected.

We will ensure that security safeguards protect the information and we will take all reasonable steps to ensure that information will not be disclosed to any unauthorised person or organisation.

## Access and Correction

We will take all reasonable steps to ensure that personal information held by us is accurate and up-to-date. You are entitled to obtain from us confirmation as to whether or not we hold personal information about you and you are entitled to reasonable access to this information. You may also request:

- That we correct this information if it is inaccurate; and
- That your details do not appear on our database
- That your details provided in member and equine registrations are not made available to other members via the horse and rider profiles (please note that this does not include your personal details, address, phone, email) by opting out.
- You can make changes to your personal information on the "My Account" page, by contacting us using the "Contact Us" page on this site, or by calling us – 04 499 8994.

## Secure Shopping

ESNZ is conscious of the need for privacy and security for your online shopping experience. We use sophisticated encryption technology. This means at the checkout, our servers and your PC encrypt (scramble) everything that you enter into your computer, such as credit card details.

As part of the software used by ESNZ there are secure processes built into the store. Specifically the engine ensures:

- Every order has a unique order number
- Confirmation emails of your order are sent to you the customer

## Orders and Delivery

An order made via this site ("order") is an offer to purchase one or more products. When we receive a valid order from you, we will accept this offer by confirming via email that we have received and are processing the order.

We will deliver the products set out in your order ("products") anywhere in New Zealand.

We endeavour to deliver all products within 3-5 working days of us confirming receipt of the order, although this timeframe is an estimate only. If we are not able to supply the products or there is likely to be a significant delay in making delivery (e.g. because the product is out of stock or the delivery is to a rural/remote location\*), we will notify you as soon as reasonably

possible after we become aware of this, in which case you may cancel the order (or any part of it) and you will receive a refund (including the applicable delivery charges) in respect of those products which will not be delivered (if any).

We will not be liable to you for any damages, costs or expenses of any kind, suffered or incurred by you due to the order not being fulfilled or the products not being delivered within the anticipated delivery time. The anticipated delivery charges (if applicable) will be notified to you when you complete the order, although in some cases the actual delivery charges may be higher (e.g. if the products are large/heavy or delivery is to a rural/remote location). We will notify you if the actual delivery charges are higher than those anticipated, in which case you may cancel the order (or any part of it) prior to delivery and receive a refund (including the applicable delivery charges) in respect of the cancelled order.

## **Product Descriptions**

The products will comply, in all material respects, with their product descriptions appearing on this site at the time when you submit the order. If a product does not comply with its product description, you may return the product(s) and accept a refund or exchange the product(s).

## **Returns**

We stand by the quality of our products and we make things right if you are not satisfied with your purchase. You can return any products to receive a refund of the purchase price or exchange the products within 30 working days of receipt (for any reason), provided that the products are returned in their original condition with original or appropriate packaging and invoice.

To return products please either visit ESNZ with a copy of your invoice, or call us on 04 499 8994 and we will advise you on how best to return the goods to us.

The above returns policy does not apply to membership and equine registrations – please visit our website for our registration refunds policy.

## **Pricing**

The prices for the products listed on this site are in New Zealand dollars and include GST, but not any delivery charges. ESNZ reserves the right to amend or rectify any errors in pricing or product specification within two working days of being notified of it or after an order has been processed.

## **Website Terms of Use**

This website ("site") is operated by ESNZ (referred to in these terms of sale as "we", "us", "our" or "ESNZ"). Your use of this site is governed by these terms of use. By accessing and browsing this site you agree to be bound by these terms of use. We make this site available to you in order to provide information about our products and services and enable you to purchase these products and services from us online. By accepting these terms of sale, you confirm your acceptance of the Terms of Use.

## **Right to Use Site and Content**

You may use this site only for the purposes for which it is provided. You must not use this site for fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this site.

You may reproduce, copy and distribute the content of this site provided you only use that content for informational, non-commercial purposes and any reproduction includes a prominent acknowledgement of the Company's rights in the relevant content. You may not reproduce, copy or distribute the content on this site for any other purpose of in any other way without the Company's prior written consent.

If you wish to link to any part of this site, you must get the Company's prior written consent.

## **Your Information**

Please ensure that any information that you provide when creating an account with us on this site is correct, complete and up-to-date and please advise us as soon as possible if any of this information changes or you become aware of any inaccuracy in the information you have provided. If you are providing information about a person other than yourself, you warrant that you are authorised by that person to provide that information.

You are responsible for maintaining the confidentiality of your account and password and for preventing unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that your password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

## **Content**

We endeavour to ensure that any content will be current, accurate or complete when you access it. However, we will take steps to correct any error or inaccuracy in any content which is brought to our attention within a reasonable time.

You must make your own assessment of the suitability of the content for your own purposes. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site. We may change the content on this site at any time without prior notice. If you wish to verify any content on this site then you should contact us using the "Contact Us" page on this site, or by calling us – 04 499 8994.

## **Force Majeure**

We will not be responsible for any delay or failure to comply with our obligations under these terms of sale if the delay or failure arises from any cause which was beyond our reasonable control. This does not affect any of your statutory rights.

## **Consumer Guarantees Act**

If the products are subject to the New Zealand Consumer Guarantees Act 1993 ("CGA"), you may have statutory rights and remedies which are not excluded nor limited by the above provisions unless you are acquiring the products for business purposes, in which case all of the above exclusions and limitations will apply and the CGA will not apply.

## **Additional Terms**

Additional terms and conditions may apply for certain products or services which may be available through this site and any such additional terms and conditions must be read in conjunction with these terms of use.

## **Amendments**

We may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use this site after any such amendment, you are deemed to have agreed to the amended terms of use.