

Terms & Conditions



CONTENTS

Subscribing for a Plan	01
Placing Deals on our site	02
Your responsibilities	03
Content standards for Deals	04
Our responsibilities	04
Our liability	05
Events outside our control	06
Ending these Terms	06
Communications between us	06
Other important terms	07

We are GeoZone, a trading division of Tourism Holdings Limited. Tourism Holdings Limited is a company registered in New Zealand and with our registered office at 83 Beach Road, Auckland, 1140.

We operate the website www.geozone.co.nz (our site) and the mobile applications CamperMate, Britz Roadtrip NZ, Maui Roadtrip NZ, Mighty Roadtrip NZ, KEA Roadtrip NZ, Alpha Roadtrip NZ, BBH Travel App, YHA Travel app, Holiday Parks App, Wicked Campers App and other location based advertising Apps we develop from time to time (together, the Apps).

This page tells you information about us and the legal terms and conditions (Terms) on which we permit you to:

- list your business for inclusion on our site and to get visibility on our Apps, under any of the subscription plans we offer (Plans); or
- place deals in respect of your business (Deals) on our site to be pushed out to App users,

(together, the Services).

These Terms will apply to each contract between us for the placement of Deals by you on our site or your subscription for any Plan (Contract). Please read these Terms carefully and make sure that you understand them, before obtaining a user account or submitting any Deals on our site or subscribing for any Plan. By placing a Deal on our site or subscribing for a Plan, you agree to be bound by these Terms and the other documents expressly referred to in it.

If you refuse to accept these Terms, you must not subscribe for any Plan or obtain a user account or submit any Deals on our site.

We amend these Terms from time to time as set out in clause 10. Every time you wish to subscribe for a Plan or place a Deal, please check these Terms to ensure you understand the terms which will apply at that time.

1. Subscribing for a Plan

1.1 To subscribe for a Plan, you will need to comply with our reasonable requirements for your business category, including as set out on the pricing page of our site at <http://geozone.co.nz/pricing/>.

1.2 The Contract between us will only be formed when you validly subscribe for a Plan under an active user account.

1.3 The term of the contract is twelve months.

2. Placing Deals on our site

2.1 To place a Deal on our site:

- (a) You must visit our site, register your business and obtain a user account. The business you register on our site must be the business promoting the relevant Deals. In order to register on our site, you will need to submit details including the business name, location, description, contact details and category. You must then submit your user account details, including a user name and contact details.
- (b) We will call or e-mail you acknowledging that we have received your request for a user account. However, please note that this does not mean that your user account has been activated.
- (c) Once we have verified you and activated your account, you may load up a Deal by:
 - clicking on 'place a deal';
 - filling in a few fields such as the normal retail price of your product or service, the discount % off the normal retail price, and any terms and conditions about the Deal (for example, "must be redeemed before 4pm"); and
 - clicking the 'submit' button to submit the Deal on our site.

2.2 The Contract between us will only be formed when you validly submit a Deal under an active user account.

2.3 Once you submit the valid Deal, the Deal is then pushed out in real-time to people within a specific distance of your business location that we determine based on the amount of App users in that vicinity.

2.4 A legally binding transaction between that App user and you occurs when the App user claims the Deal by tapping on 'claim deal' within the App and confirms a unique code to you in connection with that Deal (each a Transaction).

2.5 For each Transaction, you must pay us a commission of the face value of the corresponding Deal (Transaction Amount). The commission will depend on which plan you are on. The Transaction Amount is charged each time of your Deal is claimed by an App user. By way of example, if your Deal offers a 30% discount on a product that normally retails for \$100, then the Transaction Amount due to us will be 12% of \$70 (the discounted price offered under your Deal) each time your Deal is claimed by an App user.

2.6 The basis for calculating the Transaction Amount may change from time to time, but any changes we determine will not affect any Deal already placed on our site.

2.7 The Transaction Amount includes GST (where applicable) at the applicable current rate chargeable in New Zealand for the time being.

2.8 Our commission will be subtracted from the amount collected for the deal. We may (at our sole discretion) refund a Transaction Amount charged on claimed Deals if we are completely satisfied that the Transaction was not successfully completed, provided always that you follow our refund process as notified from time to time. We will only refund Transaction Amounts to the bank account of your business. Refunds are not transferable between your businesses, even where those businesses each have a valid user account with us.

2.9 You agree that GeoZone will create a buyer created invoice and that you will keep a copy for your records.

Cancellation: If the customer decides to cancel or there is a dispute whereby they do not redeem the voucher, you have 48 hours after the deal period ends to click 'Refund user' under 'My Deals'. After that 48 hour period, you are liable for all charge back fees.

3. Your responsibilities

3.1 You may use our site and our Services only for lawful purposes. You may not use our site or Services:

- (a) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 3 below;
- (b) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (c) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (d) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

3.2 You also agree:

- (a) not to reproduce, duplicate, copy, share or re-sell any part of our site including data in contravention of the provisions of these Terms;
- (b) not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site or Apps; or
 - any equipment or network or software owned or used by any third party.

4. Content standards for Deals

- 4.1** You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Deal as well as to each Deal as a whole.
- 4.2** By submitting each Deal on our site, you confirm that:
- (a) you are the sole author and owner of the intellectual property rights thereto;
 - (b) your Deal is accurate (where it states facts);
 - (c) your Deal is genuine (for instance, it offers a true discount from your normal retail prices);
 - (d) your Deal complies with applicable law in New Zealand; and
 - (e) your Deal (and the claiming of that Deal by each App user) does not violate these Terms and will not cause injury to any person or entity.
- 4.3** Your Deals must not:
- (a) contain any material which is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any person;
 - (b) promote violence or discrimination or any illegal activity;
 - (c) infringe any copyright, database right or trade mark of any other person;
 - (d) be likely to deceive any person;
 - (e) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (f) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - (g) be likely to harass, upset, embarrass, alarm or annoy any other person;
 - (h) give the impression that they emanate from us, if this is not the case;
 - (i) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5. Our responsibilities

- 5.1** We will use our reasonable commercial endeavours to ensure the availability of our site and the Apps, subject to any reasonable downtime required for maintenance or other events.

6. Our liability

6.1 Nothing in these Terms limit or exclude our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation;

6.2 Subject to clause 6.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss, liability or claim (including third party claims) that arises as a result of any unavailability or other failure in connection with our site or any App, including where that unavailability or failure causes or contributes to:
 - (i) App users no longer having access to our site or any App;
 - (ii) your Deal being claimed by more than your specified number of claimants;
 - (iii) your Deal being offered to more than your specified number of claimants;
- (b) any loss, liability or claim (including third party claims) that arises as a result of:
 - (i) the information in a Deal being incorrect or incomplete;
 - (ii) negative comments made about your business being published by or through an App;
 - (iii) the appearance or non-appearance of your business listing;
- (c) any loss of profits, sales, business, or revenue;
- (d) loss or corruption of data, information or software;
- (e) loss of business opportunity;
- (f) loss of anticipated savings;
- (g) loss of goodwill; or
- (h) any indirect or consequential loss.

6.3 Subject to clause 6.1 and clause 6.2, our total liability to you in respect of all other losses arising under or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed \$10.

6.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to our site or any App. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

7. Events outside our control

- 7.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. For the purposes of this clause 7, an Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, or any other failure of technology in connection with our site or our Services or any App.
- 7.2** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

8. Ending these Terms

- 8.1** We may suspend your user account, remove your business and/or your Deals from our site and Apps (temporarily or permanently) and/or terminate your Plan and/or our agreement with you under these Terms, where you:
- (a) breach any of these Terms (whether or not that breach is capable of remedy); or
 - (b) do not fulfil a Transaction or make good on a Deal, in circumstances where we determine (at our sole discretion) that the corresponding Transactions should have been fulfilled; or
 - (c) place a Deal other than by our approved means.
- 8.2** The suspension, removal and/or termination under clause 8.1 will take immediate effect, following us giving you written notice to that effect.

9. Communications between us

- 9.1** When we refer, in these Terms, to "in writing", this will include e-mail.
- 9.2** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us when you submit your details to obtain a user account.
- 9.3** Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our site.
- 9.4** A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by e-mail, one Business Day after transmission; or, if posted on our site, immediately.
- 9.5** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 9.6** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10. Other important terms

- 10.1** You confirm that you have authority to bind any business on whose behalf you subscribe to a Plan, use our site to place Deals or otherwise use our Services.
- 10.2** These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 10.3** You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 10.4** We may revise these Terms from time to time in the following circumstances:
- (a)** changes in how we accept payment from you;
 - (b)** changes in relevant laws and regulatory requirements; and
 - (c)** changes to our business model that we consider sufficiently material to require such revision.
- 10.5** Every time you place a Deal on our site or subscribe to a Plan, the Terms in force at that time will apply to the Contract between you and us.
- 10.6** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 10.7** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 10.8** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 10.9** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.10** A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New Zealand. We both irrevocably agree that the courts of New Zealand shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).