

BIANZ may amend or update these Terms and Conditions from time to time, with or without notice.

The online ordering and payment portal is administered by a third party provider.

BIANZ is committed to ensuring the privacy of all users' (Users) information.

## PRIVACY POLICY

This Privacy Policy applies to all personal information submitted by Users on the BIANZ ordering platform (the Website) or emailed to BIANZ, and any information that may be automatically retrieved through the services that BIANZ offers on the Website (Services).

o By accessing the Website and/or using the Services, all Users consent to the collection, use, disclosure, storage and processing of their information in accordance with this Privacy Policy.

o BIANZ may amend or update this Privacy Policy from time to time, with or without notice to Users. All Users agree to be bound by the Privacy Policy that is in effect at the time they access the Website and/or use the Services.

o In order to use the Services, all Users will need to submit certain personal information such as their email address, name, address, telephone number, gender and date of birth. Users may be asked to submit further information from time to time.

o The personal information that Users provide will only be used in connection with the Services offered by BIANZ, to communicate with Users in relation to the Services or to co-operate with any government, industry or regulatory authorities. BIANZ reserves the right to use data (on an anonymous basis) in relation to Users' use of the Services for marketing purposes.

o Unless expressly authorised to do so by the relevant User, BIANZ will not disclose any User's personal information to any third party except where the disclosure relates to the purposes for which the information was collected.

o Users may request at any time to see the personal information that BIANZ holds on its behalf or to correct or update any personal information (to the extent that Users are unable to do so on the Website).

o BIANZ will securely store Users' personal information in Australia or New Zealand or in any other country, which BIANZ may from time to time offer its Services. Users' personal information may therefore be transferred outside of New Zealand.

o BIANZ may hold Users personal information both before and after the cancellation of each User's account, but only for as long as BIANZ is lawfully entitled to do so.

## USE OF THE ORDERING PLATFORM

If the website is used (including for online ordering), you are responsible for maintaining the confidentiality of your personal details, password and payment details. You agree to accept full responsibility for all your activities on our website and online ordering.

If you order online we may send you an email or SMS confirming the details of your order. The confirmation email or SMS will not constitute a tax invoice. The BIANZ online ordering system must only be used by persons over the age of eighteen (18) years, or otherwise under the supervision of an adult or guardian. BIANZ reserves the right to refuse service, terminate your access to the website or online ordering, remove or edit any content or cancel your order/s in its sole discretion and without prior notice to you.

In making the BIANZ online ordering system (website and applications) available for use, BIANZ merely acts as an agent of sub-franchisee stores from which the products or services will be provided (as selected by you or determined based on proximity to the delivery address) does not (except where you order from a BIANZ corporate store) provide you with any goods or services makes no warranties

or representations regarding the goods and services to be provided (including availability and delivery)

BIANZ does not guarantee that the website or online ordering system will be free from viruses or other harmful components and you agree to hold harmless BIANZ from any claim, judgement, loss, expense, liability from any viruses or harm suffered by you as a result of using the website, applications or online ordering and reserves the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

In using BIANZ online ordering system (whether via the website or an application) you acknowledge that all orders are treated as an express intention to purchase the nominated goods or services for the agreed online prices acknowledge that you contract with the individual store from which you order and not BIANZ except where you order from a BIANZ owned store) and therefore you have no claim, recourse or action against BIANZ whatsoever (except where you order from a BIANZ owned store) and indemnify BIANZ from all claims, losses, judgement, liability and damage relating to a failure of the online ordering system.

#### DELIVERY

If you are not there to receive your goods at the time you have arranged, they will be returned to the office. Additional delivery costs may apply.

#### INDEMNITY

You agree to defend, indemnify and hold harmless BIANZ, the and related corporations, affiliates, and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from or in connection with (i) your use of and access to the website (including any online ordering and applications) (ii) your violation of any term of these Terms and Conditions of Use and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right (iv) any claim that one of your User Submissions caused damage to a third party and (v) use of the User Submissions by BIANZ.

#### ABILITY TO ACCEPT TERMS and CONDITIONS OF USE

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use, and to abide by and comply with these Terms and Conditions of Use.

#### **Refund Policy**

**Please select your order carefully as refunds are provided at the sole discretion of the Location and are not guaranteed.**

#### **Cancellation Policy**

**Please select your order carefully as refunds are provided at the sole discretion of the Location and are not guaranteed.**

**Delivery Policy**

**Delivery Times are estimated as 5-10 working days of orders being placed. If your order is urgent we suggest you call 0800 692253**

**Please select your order carefully as refunds are provided at the sole discretion of BIANZ and are not guaranteed.**

**All care is made to process your order but we cannot guarantee. If your products arrives damaged please advise the courier company and send us an email regarding the claim – [info@bianz.co.nz](mailto:info@bianz.co.nz)**