

1. Acceptance

- 1.1 The use of this website is subject to the terms and conditions of use, as detailed below, which forms the full agreement between you, the individual, and the Otago University Student Association (“OUSA”). By using this website you acknowledge that you have read, accepted and agree to be bound by these terms and conditions. If you do not agree with, or do not wish to accept these terms and conditions, then please do not use this website. You are also advised that failure to accept these terms and conditions may result in your inability to access and/or purchase certain goods and/or services contained in this website.
- 1.2 If you intend to transact through our website (i.e. purchase goods and/or services) then you warrant that you are at least 18 years of age, that you have the power to enter into this agreement, and you acknowledge that this agreement creates binding and valid legal obligations upon you.

2. Information

- 2.1 Information provided on our website is given in good faith, based on our knowledge, experience, or information provided to us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by us; therefore, it is recommended if you have any concerns as to the suitability of goods and/or services offered through our website in respect of the use of such goods and/or services, or their suitability for a particular use, that you contact us or seek external professional opinion.

3. On-Line Booking and Ordering

- 3.1 Display on our website does not guarantee the availability of any particular goods and/or services; therefore, all bookings and/or orders placed through our website shall be subject to confirmation of acceptance by us or the third party supplier of the goods and/or services, including (where applicable) confirmation of suitable timeframes between you and ourselves or the third party supplier for supply of such.
- 3.2 *Room and Sauna Bookings:* Bookings are restricting to only 1 booking per day, and to 2 hours' maximum. Anything exceeding 2 hours must be requested through our Recreation Centre Reception. Numbers must not exceed the maximum capacity for the room or sauna.

4. Courses

- 4.1 *Cancellation:* We reserve the right to cancel the course at any time. If this happens you will be notified and given the option of either transferring to another stream, or course or getting a full refund. If you transfer to a different course and price is different, you will be either be refunded the difference, or have to pay the difference, depending on which option applies. Notification may be at short notice. Recreation courses (and tournaments) will only commence when the minimum number has been achieved. This is individual for each course. If it has not been achieved the course will be cancelled.
- 4.2 *Refunds:* Aside from refunds relating to a course cancellation, refunds are not guaranteed. Refunds are awarded at our discretion. If you would like to apply for a refund please fill out a refund application form. We will notify you of the outcome of your refund application. We advise you check your schedule before enrolling. A medical certificate is required if cancelling for health reasons. No refund applications will be accepted within 24 hours of the course commencing. Medical refunds will not be accepted after a course has finished.

5. Privacy Policy

- 5.1 We are committed to protecting your privacy in accordance with National Privacy Principles. We also recognise that when you choose to provide us information about yourself that you trust us to act responsibly and in your best interests; therefore, we have the following policies in place to protect your personal information:
- (a) *Storing Your Information:* We will take all reasonable steps to ensure that your information held by us is accurate up-to date, complete, applicable, is not misleading, and will only be used for the purposes stated in this Privacy Policy. We will maintain security safeguards to protect your information and will take all reasonable steps to ensure that your information is not disclosed to any unauthorised person or entity.
- (b) *Securing Your Information:* Information will be stored on secure systems, safeguarded by physical, technical (firewalls, etc.) and procedural methods. When making a transaction through this website your information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that your information can not be read by or altered by outside influences.
- (c) *Information We Collect:* When you request goods and/or serviced through this website we may collect personal information supplied by you when you complete an online booking or order form in order to facilitate the provision of such goods and/or services. Such information will enable us to process your transactions efficiently, analyse our website services and enable us to provide a higher level of customer service (which may include informative or promotional activities). The information for our actual, or anticipated collection and/or exchange includes:
- (i) personal particulars (i.e. name, sex, student ID, address, phone numbers, previous addresses, primary contact email address, date of birth, nationality, driver's licence number and any hobbies or interests); and
- (ii) any correspondence involving your use of our website (emails, testimonials, complaints, feedback, etc.); and
- (iii) other personal information you have provided through contests, competitions, surveys or other activities; and
- (iv) non-personally identifiable information/tracking data for statistical purposes, and to help us understand how to make our website more available and user friendly for you, and to measure the success of any advertising activities we may under take (IP address, date and time of your visits to our website, clicks and activity on our website, referring sites (if any) through which you clicked through to our website, browser type, device and operating systems, etc.).
- 5.2 *Information We Use and Release:*
- (i) You agree that information you provide to us may be used by us for the following purposes (and for other

OUSA – Terms and Conditions

purposes as shall be agreed both you and us, or required by law, from time to time):

- (A) the provision of any goods and/or services (including, but not limited to, the management of our website, communicating with you, recording any complaint); and
- (B) the marketing of any goods and/or services to you; and
- (C) analysing, verifying and/or checking your payment and/or status in relation to the provision of any goods and/or services; and
- (D) processing of any payment instructions, direct debit facilities and/or credit facilities you have requested; and

(E) to collate data for business development purposes.

(ii) In addition to sub-clause (i), we will only release information about you as authorised by yourself (i.e. to any third party supplying goods and/or services to you), required by law (including, where under warrant, law enforcement agencies), or where required in order for us to provide or market goods and/or services to yourself (e.g. to third party suppliers, etc.). Where supplied to such third parties, the information provided will only be sufficient for the third party to supply their goods and/or perform their services, and may not be used by them for any other purpose. We will not release your information for any purpose which you could reasonably expect us not to release the information. Except as detailed herein, we do not share, give, sell, rent, or lease information to third parties, and your personal information will only be disclosed to those employees within our organisation, and any third party provider, who have a need to know in order to ensure you are provided with goods and services offered or requested through our website, or information pertaining to those goods and/or services.

5.3 Under the Privacy Act legislation, you can ask to see any information we may hold about you, and you also have the right to have any inaccuracies in the same corrected by us. We will comply with any such requests to the extent required by the Privacy Act legislation within

14 days of the receipt of your request. All requests and enquiries regarding information we hold about you can be made at communications@ousa.org.nz.

5.4 *Talent Release:* You authorise us to use your photo, name and/or profile for promotional material pertaining to us, and we shall be the exclusive owner of all photographs including copyright therein. We will always use discretion when using your photo and/or profile and will not use it to discredit you in any way. You waive any right of inspection or approval of your appearance, or the uses to which such an appearance may be put, however where proposed future use of your photo will be significantly different from its original use, you understand we will make attempts to notify you. You understand that you have the right to cancel this authorisation at any time by informing us of your wish in writing via email to communications@ousa.org.nz. Once this request is made, it will be applicable to all future productions – all existing promotions may continue to be used.

5.5 *Cookies:* Our website uses a technology called “cookies” (a small element of data that our website may send to your computer) that may be used to provide you with specific information for the purpose of us tracking site usage and traffic. These cookies do not read your hard drive but may be stored on your hard drive to enable our website to recognise you when you return to the same.

6. Mailing Lists

6.1 If, at any time, you are on a mailing list of ours, then you may request to be removed from the same, and we will comply with your request. Please contact us with your request using the “Contact” section of our website.

7. Copyright and Trademarks

7.1 The contents of our website are at all times the copyright or trademark property of either ourselves, our suppliers or linked third parties, and you may not distribute, reproduce, display, publish any trademark or other content of our website for any purpose whatsoever without the prior written approval of us, our suppliers or linked third parties (each as applicable). Furthermore, you agree to indemnify us against any claims, costs, damages or losses incurred by us should you fail to comply with clause.

8. Advertisers and Linked Sites

8.1 The display on our website of any advertiser, or the provision of a link to any third party site, does not constitute our endorsement of either the advertiser or third party provider, or any of their site content or business practices. As we do not have any control of the content of any third party sites, access to such sites is at your sole risk and we recommend that you thoroughly review the terms and conditions of use and the privacy policies of any third party site immediately accessing such site.

8.2 We shall accept no liability in regards to any dealings, promotions or activities between yourself and advertisers or third party providers.

9. Changes to Terms and Conditions

9.1 We reserve the right to change any of these terms and conditions at any time by notifying you through our website that we have done so. By continuing to use our website it shall be deemed that you agree to be bound by the amended terms and conditions, as notified and posted on our website.

10. Continuous Service

10.1 Due to the inherent nature of the internet, we cannot guarantee uninterrupted or continuous availability of our website, and you accept that our website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able we shall give you advanced warning of the same. We shall accept no liability in relation to website downtime, whether scheduled or otherwise.

11. Termination of Use

11.1 These terms and conditions, and your access to our website, may be terminated by us (at our sole discretion) at any time without notice, or any requirement to give you a reason why. In the event of termination under this clause, we shall have no liability to you whatsoever (including for any consequential or direct loss you may suffer).

12. Jurisdiction

12.1 Our website (excluding any linked third party sites) is controlled by us from our principal business premises in New Zealand. It can be accessed from countries around the world, to the extent permitted by our website. As each country has laws that may differ from New Zealand, by accessing our website, you agree that the laws and statutes of New Zealand shall apply to any dealings, actions or claims arising out of, or in relation to, this agreement, or your use of

OUSA – Terms and Conditions

- our website, irrespective of any conflict with any laws and statutes applicable to your country of domicile.
- 12.2 You further acknowledge and agree that the filing of a claim against us (if any) must be made in New Zealand and shall be subject to the jurisdiction of the courts of New Zealand, and that any legal proceedings will be conducted in English.
- 12.3 We make no representation that goods and/or services offered through our website are appropriate, available or suitable for use in countries outside of New Zealand, and accessing any material or content from, or through, our website which is illegal in your country of domicile is strictly prohibited.