

# Privacy Policy

New Zealand National Fieldays Society (NZNFS) is committed to protecting your privacy and keeping all your personal information secure in compliance with the Privacy Act 1993. Our Privacy Policy tells you what information NZNFS collects what we do with it and your rights to view correct or change it in accordance with NZ's privacy laws. For further information regarding privacy law requirements in New Zealand, please refer to the New Zealand Privacy Commissioner's website at <http://www.privacy.org.nz>

## THE INFORMATION THAT WE COLLECT

New Zealand National Fieldays Society Inc operates event ticketing services and mobile apps. As part of our operations in offering ticketing services and mobile apps and ensuring that your tickets and goods ordered are delivered to you, and that you can be advised in the possibility of a change or cancellation of a scheduled event, we may gather certain types of information about the users of our sites.

- **Personally Identifiable Information.** This is personal information provided by you when you register for services that NZNFS offers. Examples of our services include purchasing tickets or merchandise or receiving email newsletters. Providing this information is optional, but some services may not be available to you if you choose not to provide your information.
- **Aggregated Data.** This information is generated by our system as it tracks traffic through the website. This information does not identify you personally as is not linked to the Personally Identifiable Information provided by you. This information is statistical information and is owned and may be used by NZNFS for any purpose. When you use the Mobile Apps, we may collect information about your location. We use various technologies to determine location, including IP address, GPS, and other sensors. To enable our Mobile App to run effectively location-enabled service GPS location services are required to be turned on. You can always remove access using your device or mobile device settings; however please note the App will not fully function.

Your personal information and other information that you provide is collected by NZNFS and held by: The NZ National Fieldays Society, located at Mystery Creek Events Centre, Mystery Creek Road, Hamilton.

## WHO IS THIS INFORMATION SHARED WITH

Your personal information may be shared with:

- The NZ National Fieldays Society
- The Promoter of the event that you are booking tickets to, or entering competitions for
- The owner of the Venue at which the Event is held
- Service Providers

Our agreements with the above entities protect the information that we collect from any use by them that is unauthorised. They have agreed to only contact you with information and offers if you have given express consent to do so. The information may be hosted with a service provider. Our agreements with them protect the information that we collect from any use by them that we

have not authorised. Aggregated data may be shared with third parties when we believe in good faith that we are required to do so by law.

### **WHAT DOES NZNFS DO WITH PERSONALLY IDENTIFIABLE INFORMATION**

We have collected this information in order to provide the best possible service to you while you are visiting and using NZNFS services. To this end, we may use the information that you have provided for the following purposes:

- To verify your identity if you need help with a forgotten password or you are having login problems on our websites
- To process and administer any transactions that you might make on our websites
- To provide any other services we offer, that you may have requested.
- To offer relevant information on upcoming events
- For marketing, promotional, publicity, direct marketing or market research that we may undertake
- For any other purposes for which you have authorised

Your personal information will not be stored in a retrieval system unnecessarily. Your personal information will not be shared with third parties without your prior consent. All reasonable steps will be taken to keep secure all the information that you provide to NZNFS. Your personal information will not be stored in a retrieval system longer than is required for the purposes for which we may use your information. Your personal information will not be shared with third parties (other than those already identified in this Privacy Policy), without your prior consent. All reasonable steps will be taken to keep secure the personal information that you provide to NZNFS from loss or unauthorized use or disclosure.

### **WHAT DOES NZNFS DO WITH FINANCIAL INFORMATION**

Personal financial information, including credit card details, is collected by NZNFS through various communication means from you (i.e. online, post, fax, email) to enable us to complete the processing of ticket orders. In addition to collecting this information from you, you authorise NZNFS to obtain this information from third parties where necessary. Direct Payment Solutions provide the money transfer services for all online credit card purchases made through this website. For the avoidance of doubt, Direct Payment Solutions (DPS) do not pass on credit card details to NZNFS.

### **ADVERTISERS AND BUSINESS PARTNERS**

This Privacy Policy only relates to NZNFS's websites. NZNFS is not responsible for the practices of our advertisers, promoters or business partners. Our sites may contain links to other websites that are not owned by NZNFS.

### **OPTING IN AND OPTING OUT**

You will always have the option to opt in or opt out of NZNFS services at any stage. If you wish to opt in or out of services from a Promoter/Venue, you will need to contact them directly.

### **YOUR RIGHT TO ACCESS YOUR INFORMATION**

The New Zealand Privacy Act of 1993 gives you the right to access and to request the correction of any of your personal information held by NZNFS. To do so, please contact us on [info@nznfs.co.nz](mailto:info@nznfs.co.nz).

## **AMENDMENTS TO PRIVACY POLICY**

NZNFS reserves the right to amend its Privacy Policy at any time as the changing needs of business may require it but will at all times comply with the Privacy Act 1993 and its amendments.

## **WEBSITE TERMS OF USE – New Zealand National Fieldays Society**

These terms and conditions (Terms) apply to the use of this website [www.nznfs.co.nz](http://www.nznfs.co.nz) and any subsidiary websites which are owned by New Zealand National Fieldays Society Incorporated (Website). In using the Website you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Website.

### **Terminology**

In these Terms the expressions “we”, “us” and “our” are a reference to New Zealand National Fieldays Society Incorporated, the owner or operator of the Website. The expressions “you” and “your” are a reference to the user of the Website.

### **Amendments to Terms and Conditions**

We reserve the right to amend these Terms from time to time. Any amendments will be effective immediately when available on the Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the amended Terms.

### **Disclaimer**

Any information contained on the Website is for general information purposes only, and is not tailored to your specific needs or requirements. We may update the content of the Website at any time.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked websites.

We do not accept liability for any loss, damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Website or any linked website, nor do we accept any liability for any such loss arising out of your use of or reliance on information contained on or accessed through the Website or any linked website. We encourage you to review the applicable terms of use of any linked website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under any such condition or warranty, that condition or warranty will be deemed included to the minimum extent required by law, but, to the extent permitted by applicable law, our liability will be limited for a breach of that condition or warranty to the amount paid by you, if any, for accessing this Website.

You agree to indemnify and keep us indemnified against all loss, damages, costs (including, without limitation, loss of profits) and expenses of any kind, whether direct or indirect, which arise from or in connection with your access or use of the Website, whether in tort, contract, equity or otherwise.

#### Specific warnings

You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you. You agree to comply with all applicable laws when viewing the Website and dealing with us.

You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not warrant that the Website, or any linked site, is free of viruses, malicious computer code or other interference. We do not accept responsibility for interference or damage to your computer system which arises in connection with your use of the Website or any linked site. We do not warrant that the Website will be always available, free from errors, malfunctions, or other failures. The Website will be temporarily suspended from time to time for maintenance.

#### Membership

We may permit you to access a members only area of the Website (Exhibitors Centre). In relation to your access to the Exhibitors Centre, you agree:

- (a) not to share your login credentials with any other person;
- (b) not to make the Exhibitors Centre or the materials contained within the Exhibitors Centre available to any other person; or
- (c) not do, or to attempt to do, or allow anything to be attempted or done which may disable, damage, provide unauthorised access to or otherwise interfere with the proper functioning of the Website, including the Exhibitors Centre.

We may exclude you from the Exhibitors Centre or the Website if you breach this Agreement, or if you become bankrupt, insolvent, or otherwise unable to pay your debts as they fall due, in our reasonable opinion.

#### Copyright

Copyright in the Website and the Exhibitors Centre (including text, graphics, photos, logos, icons, sound recordings or video recordings) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under the New Zealand Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions or in any other written agreement between you and us, you may not in any form or by any means:

- (a) copy any of the Website content, except for the sole purpose of viewing the Website;
- (b) adapt, reproduce, store, distribute, print, modify, display, perform, publish, reverse engineer, decompile, segment or create derivative works for any part of this Website; or
- (c) use any information, products or services obtained from any part of the Website for a commercial purpose; without our prior written permission.

#### Trade Marks and other Intellectual Property

Except where otherwise specified, any word or device to which the ® symbol is attached is a registered trade mark, and any word or device to which the TM symbol is attached is an unregistered trade mark. You are not permitted to use any of our trade marks, trade names, logo's, devices or bylines without our prior written consent.

#### Security of information

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we will use reasonable endeavours to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information that is transmitted to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will use reasonable endeavours to preserve the security of such information.

#### Cookies

At times, cookies may be used to help us serve you better. A cookie is a small element of data sent by a website to your browser, which may then be stored on your hard drive so we can recognise you when you return. You may set your browser to notify you when you receive a cookie and, if you wish, to reject it, or clear cookies by using your browsers options.

We may use cookies in connection with the use of the Exhibitors Centre as explained above. If you choose not to have your browser accept cookies from the Website you will be able to view text on screens, however you will not experience a personalised visit and you may not be able to subscribe to certain service providings on the Website.

Web beacons, also known as clear gif technology, or action tags, assist in delivering the cookie. This technology tells us how many visitors clicked on key elements (such as links or graphics) on our Website. We do not use this technology to access your personal information. It is a tool we use to compile aggregated statistics about Equidays and the Website's usage. We may share this tracking information with third parties.

#### Privacy policy

Any personal information we may collect will be used by us as we deem necessary to respond to your inquiry, receive and process any application made by you, to progress any other action you have requested, to operate and improve our business and Website, and other similar uses. We may also use any personal information provided by you to measure the use of our Website and to improve its content.

We will not release your personal information that we have collected, to any third party, except if compelled by law, with your informed consent, if it is to our related entities or professional advisors, to fulfil an order or request you have given to us, to protect us against unlawful activity, fraud, or any danger to public safety and to any third party service providers who are assisting us to operate, develop or improve the Website or our business, including our online electronic ticketing service provider.

You are entitled to access the personal information we hold about you, and request that we amend it if it is incorrect. If you have any questions about our privacy policies or practices or you wish to access or request the correction of any of your personal information, please feel free to contact us at:

New Zealand National Fieldays Society Incorporated

Phone: +64 7 843 4499

Private Bag 3015

Hamilton 3240

New Zealand

#### Electronic Messages

If you provide us with your email address, we may contact you for commercial, marketing and promotional purposes by email, which may include our own, or our partners', product or service offers or information. If you wish to opt out of such emails, please notify us.

#### Termination of access

Access to the Website may be terminated or suspended at any time by us without notice. The provisions of these Terms intended to survive termination will survive any such termination.

#### Partial Invalidity

If any provision of these Terms is found to be illegal, invalid or unenforceable, that provision shall be read down to the extent necessary and reasonable in all circumstances to give it a valid operation. If it cannot be so read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.

#### Governing law

These Terms are governed by New Zealand law and are deemed to have been made in New Zealand and except where the matter is determined by an alternative dispute resolution process is subject to the non-exclusive jurisdiction of the New Zealand Courts but on points of patent, trade mark or copyright law or procedure is to be governed by the law of the country granting the patent or trade mark registration or copyright protection.