



## WEBSITE TERMS OF USE

These Website Terms of Use ("Terms") apply to your use of the Punchbowl Packco Limited ("Punchbowl") website at [www.punchbowl.co.nz](http://www.punchbowl.co.nz) ("Website") and any other social media website or page, containing pages or content established by, or associated with Punchbowl, including, but not limited to LinkedIn, Facebook and Instagram ("the Internet Sites").

### 1. Terms

By using any one or more of the Internet Sites you are deemed to have read and agree to be bound by these Terms. If you do not accept these Terms you must cease accessing the Internet Sites immediately.

### 2. Terms of Trade and Privacy Policy.

As well as these Terms Punchbowl's Privacy Policy also applies to you, and if you are purchasing goods or services from Punchbowl you should ensure you read the Terms of Trade as these will govern the purchase of any Goods or Services you make.

### 3. Amendments

Punchbowl reserves the right to amend these Terms from time to time. Amendments will be effective immediately upon being placed on the Website. Your continued use of the Internet Sites following such amendments being placed on the Website will represent an agreement by you to be bound by the Terms as amended. Such amendments may include replacing these Terms with entirely new Terms.

### 4. Content & Opinions

While Punchbowl endeavours to take all reasonable and appropriate care in the preparation of the content on the Internet Sites and has no reason to believe that any information contained on the Internet Sites is inaccurate, Punchbowl does not warrant the accuracy, adequacy, or completeness of such information or that such information is error free. Punchbowl does not undertake to keep the Internet Sites updated.

Unless explicitly stated otherwise the comments or statements posted on the Internet Sites by others do not represent the opinions of Punchbowl regardless of whether Punchbowl may have edited or formatted such comments or statements in the course of their being posted on the Internet Sites.

### 5. Posting Policy

The following provisions apply to any comments, statements, blogs, feedback or interactions that you wish to post and are posted ("Posts") on any of the Internet Sites.

(a) Punchbowl reserves the right without notice or explanation to:

(i) not allow the posting of any specific Post; and

(ii) edit any specific Post; or

(iii) remove any Post

(b) Personal abuse, foul language, inappropriate subject matter or discriminatory remarks of any nature will not be tolerated;

(c) You agree to indemnify Punchbowl on demand for any loss or costs of whatever nature suffered by Punchbowl whether direct or consequential as a result of any breach by you of the paragraphs 5 (a) and (b) above.

### 6. Intellectual Property

Unless otherwise stated, Punchbowl is the owner of, or otherwise has the right to use, all copyright, trademarks and other intellectual property rights relating to Punchbowl. This includes without limitation all intellectual property rights in respect of all text, graphics, logos, images and any downloads that may be offered on the Internet Sites.

### 7. Licence

Punchbowl grants you a limited licence ("Licence") for the purpose of learning about Punchbowl and its products and services and making personal use of the Internet Sites. Any contravention by you of these Terms terminates the Licence immediately. Under no circumstances, without the prior written approval of Punchbowl, may you adapt, reproduce, store, distribute, print, display, publish or create derivative works from any part of the Internet Sites other than in accordance with the Licence. You agree to fully indemnify Punchbowl for any loss or damage

it may suffer in contract, tort, equity, statute, regulation or otherwise, including without limitation any economic loss, loss of turnover, profits, business or goodwill, whether direct or consequential, in respect of any third party claims against Punchbowl, its related parties, employees, contractors or agents, that may arise as a result of your breach of the Licence.

#### **8. Linked Websites and Third Party Information**

The Internet Sites may contain links to other websites ("Linked websites"). Those links are provided for convenience only and may not remain current or be maintained. Punchbowl is not responsible for the content or privacy practices associated with linked websites. Links with Linked Websites should not be construed as an endorsement, approval or recommendation of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, including further links contained on those Linked Websites, unless and to the extent stipulated to the contrary. The Internet Sites may contain information which is obtained from third parties and which those third parties or Punchbowl may post on the Internet Sites from time to time. Such information is provided for convenience only and Punchbowl does not necessarily endorse the products or services referred to in the information.

#### **9. Accessing**

You must take your own precautions to ensure that the process which you employ for accessing the Internet Sites, and/or downloading any information from the Internet Sites, does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system, telecommunications equipment or other property. Punchbowl does not accept responsibility for any interference or damage to your computer system or telecommunication equipment which may arise in connection with your use of the Internet Sites or any linked website.

#### **10. Automatically Collected Information**

Whenever you access any of the Internet Sites Punchbowl may, and is entitled to, automatically collect the following types of information from you:

- (a) the IP address of your machine when connected to the internet;
- (b) the operating system and the browser your computer uses and any search engine you are using;
- (c) the date and time you are visiting; and
- (d) the URLs of the pages you visit.

#### **11. Submitted Information & Further Collection**

Additional to automatically collected information dealt with by clause 10 (above), Punchbowl may collect information posted by you explicitly on the Internet Sites. This includes information such as:

- (a) your name, gender, address, email address and other personal details such as a telephone number and credit card details; and
- (b) any other comments, statements or interactions posted as a Post or otherwise.

Punchbowl also reserves the right to collect more extensive information where it deems such action is appropriate, such as in the case of any security concerns which may arise. Where possible, information will be obtained directly from you. However, you acknowledge that by accessing the Internet Sites information may be collected from you as a result of the workings of the Internet Sites and the associated systems and software.

#### **12. Use of Information**

Punchbowl uses the information provided by you or generated by your use of the Internet Sites to provide you with any products or services you may request from Punchbowl. Punchbowl also uses information collected from you to assess the performance of the Internet Sites to ensure that the Internet Sites serve your needs in the most efficient manner possible, and for Punchbowl's marketing purposes, provided that Punchbowl will not sell your personal information to a third party. In posting a Post (as defined in clause 5) on any of the Internet Sites, you are deemed to consent to Punchbowl publishing or otherwise using that Post for marketing and other purposes.

#### **13. Cookies**

Punchbowl may place cookies on your computer. Cookies are alpha numeric identifiers which are transferred to your computer's hard drive through your web browser to enable Punchbowl to recognise you whenever you access the Internet Sites and therefore better personalise your access of the Internet Sites. A cookie does not identify you personally, but it does identify your computer.

#### **14. Accessing Information**

You are entitled to access any information which Punchbowl may hold about you and Punchbowl is obliged to provide this information to you as long as it has such information and such information can be readily retrieved. You are also entitled to request Punchbowl correct any inaccuracies in any information which Punchbowl holds about you. Punchbowl is entitled to charge you for the reasonable costs of retrieving, providing this information, and as applicable, correcting this information.

#### **15. Providing Information**

You agree that Punchbowl may provide any personal information it collects about you to debt collection and credit reference agencies and any other parties it deems necessary in relation to providing you access to the Internet Sites, for any services you access or products you purchase from the Website, to recover any money you owe to Punchbowl and to exercise any lawful right Punchbowl, its related companies or debt collection and credit reference agencies may have. You also authorise any person to provide Punchbowl with such information as Punchbowl may require in response to credit enquiries.

**16. Exclusion of Warranty**

To the fullest extent permitted by law, in relation to your access and use of the Internet Sites any condition or warranty either express or which would otherwise be implied by law into these Terms is hereby excluded.

**17. Exclusion of Liability**

Under no circumstances will Punchbowl, its employees or its agents be liable to you in contract, tort, equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you or by any other third party, whether direct or consequential (including without limitation any economic loss or other loss of turnover, profits, business or goodwill) arising out of your access and use of the Internet Sites.

**18. Jurisdiction**

The Internet Sites are governed by and are to be interpreted in accordance with the laws of New Zealand and in all matters relating to or arising from your use of the Internet Sites, you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

**19. Disputes**

In the event of any problem with the Internet Sites or any content, you agree that your sole remedy is to cease using the relevant Internet Site.

**20. Waiver**

If Punchbowl waives any rights available to it under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

**21. Severability**

If any of these Terms is held to be invalid, void, unenforceable or illegal for any reason, such provision shall be deemed to be severed from these Terms and the remaining Terms shall continue in force.

**22. Contact**

Punchbowl Packco Limited may be contacted in any of the following ways:

Post: 646 Glenbrook Road, RD4, Pukekohe, 2679

Email: [enquire@punchbowl.co.nz](mailto:enquire@punchbowl.co.nz)

Phone: +64 9 236 3818