

These terms and conditions (**terms**) apply to the use of the www.thehubhornby.co.nz website and each of its sub-domains (**Website**) owned by "**Shopping Centre Investments Limited**" and managed by Colliers International Real Estate Management Limited, together referred to as "**we**", "**us**" and "**our**". We may change these terms at any time by posting changes on the Website. You will be bound by any such modifications or revisions from the time that they are made. Please read these terms carefully before you start using the Website. By accessing or using the Website you agree to be bound to these terms. If you don't accept them, you should not use the Website.

Privacy Statement

We are committed to protecting your privacy. We recognise that your personal information is confidential and we understand that it is important for you to know how we treat your personal information.

In the handling of your information, we follow a policy of "informed consent". In using the varied features of this Website, you may occasionally provide information, such as your name, address, your contact information, or other information about yourself by which others may identify you. We will take reasonable precautions to prevent the loss, misuse or unauthorised access to your personal information. However, due to the nature of email and the internet, we cannot guarantee the privacy or confidentiality of your personal information. When you provide us with personal information, that information may be collected, stored and processed on servers located outside of New Zealand. We will not disclose your personal information to any third party unless authorised by you or your representative(s) or where compelled to do so by law. We confirm that we will act in accordance with the Privacy Act 1993.

Cookies

Cookies are widely used on websites to help with navigation, monitor usage and to help personalise your experience when you visit a website. A cookie is a small text file that can be stored on your computer when you visit a website. A web server sends you a cookie and your browser accepts it. The browser then returns the cookie to the web server next time you visit that particular website. We may use cookies to monitor use of the Website and to serve you better when you return to it. Most web browsers automatically accept cookies but allow you to modify your browser setting to block cookies. Please be aware that if you choose to block cookies, you may not be able to use interactive features of the Website that depend on cookies, and any advertising preferences that are dependent on cookies may be lost.

Use of Information

The personal information you provide may be used by us (and our employees, officers, agents, contractors and affiliates as defined below) for the following purposes:

- a. verifying your identity for use of our Website, to conduct address verification and to enrich your profile and search ability;
- b. to assist in providing better services to you by tailoring them to meet your needs;
- c. to provide you with further information about us or other websites or goods or services offered by us or our related companies or which we consider may be of interest to you;
- d. to carry out marketing, promotional and publicity purposes including direct marketing, market research and surveys;
- e. to keep our Website relevant and of interest to users;
- f. to show you advertising and information that is most relevant to you and your interests;
- g. analysis in aggregate form (identifiable characteristics removed so that you will remain anonymous); and
- h. any other purpose which is stated to you at the time of collection or that you otherwise authorise.

Sharing and disclosure

In relation to personal information we:

- a. will not disclose personal information we collect from you through our Website other than as set out in these terms or as otherwise agreed with you;
- b. may disclose information about you, including your personal information, to our affiliates (which means any person or other entity which directly or indirectly controls, is controlled by or is under common control with us) for the purposes set out in the above paragraph; and
- c. may disclose information about you, including your personal information, to our contractors and suppliers to enable them to provide services and products to us in relation to our Website including transaction processing services, hosting services and support services.

Information collected through our Website that does not identify users is owned and managed by us and may be disclosed by us.

Consent to commercial electronic messages

By entering into a competition on this Website, you consent to receive commercial electronic messages marketing our goods and services and new products. You also consent to receiving any electronic messages containing updated information in relation to the **The Hub Hornby or its stores**, news and various other information of related interest. You may unsubscribe at any time to receiving such messages by following the unsubscribe process specified in any such electronic message that you receive.

Content

We reserve the right to withdraw or amend the Website at any time and do not guarantee that the Website will be available to you at any time. Given the nature of the Internet and access thereto, we do not warrant:

- a. that access to the Website will always be immediate or uninterrupted; or
- b. that the material on the Website will be free from infection, viruses or destructive code.

We shall not be liable to you on any basis for any damage or loss suffered by you as a result of material on the Website infecting or damaging your computer equipment, software and any other electronic device.

The content of the Website is obtained from various sources and is subject to change without notice. We will try to make sure that the information on the Website is accurate and up-to-date, but do not guarantee that the content is reliable, accurate, or suitable for what you may want to use it for. Before relying or acting on any information on the Website, you should get independent professional advice.

We will not be liable for any loss or damage (direct or otherwise) you suffer in connection with your use of the Website or of any linked website or your use of, or reliance on, content contained on or accessed through the Website or any linked website. We also exclude any condition or warranty that could be implied into these terms (but only to the extent that this is allowed by law).

Prices

While we endeavour to ensure that the price and description of goods or services is accurate, if there is an error in the process of listing a product or service on our website or a retailer changes their prices we reserve the right to change the prices of goods and services on the Website without notice. All prices are stated in New Zealand dollars unless referred to otherwise.

Software and Security

We are not responsible for any technical or other issues that may arise if you download software from an external third party website (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the Website. We make every effort to check and test material at all stages of production. It is always wise for users to own and use an anti-virus program on all material downloaded from the Internet. We do not accept responsibility for any loss, disruptions or damage to your data or your computer system which may occur whilst using material from this Website.

Links to Other Sites

Certain links, including hypertext links, in our Website may take you outside our Website. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked Website, its operator or its content. We are not responsible for the content of any website outside our Website.

You are welcome to create a hyperlink to the Website from another site owned by you. However, this link must not be presented on your website in any way that implies that the Website has an association with your website, or endorses your site or products. Our name or any of our logos may not be used on your website without our written consent. If you create a hypertext link to the Website, you are responsible for all direct and indirect consequences of the link. You indemnify us for all loss we suffer in connection with any link you have created.

Intellectual Property

We either own or otherwise have the right to use all copyright and other intellectual property rights in this Website and reserves all rights, save as provided in this disclaimer. You may electronically reproduce and store the contents of this Website solely for the purposes of viewing this Website, or saving Website content, for your own personal use. You may not display or distribute the content of any of these pages in public or where the content is accessible to the public, including any reproduction in any form on the Internet, without permission from us.

Indemnity

You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, demands, damages, proceedings and expenses whatsoever (including legal or other costs associated with the enforcement or realisation of this indemnity), as suffered or incurred by us arising directly or indirectly out of any breach of or non-fulfilment of any of the obligations or undertakings under these terms.

Assignment

In the event of a change in ownership of all or a portion of our Website, your user information may be transferred to the new owner so that the Website can continue operations. In this event, your information would remain subject to the privacy provisions herein.

Compliance with Laws

You agree to comply with all applicable laws, statutes and regulations concerning your use of this Website.

Invalidity

If any part of these terms is unenforceable (including any provision excluding or limiting our liability) the enforceability of the remainder of these terms will not be affected.

Governing Law

The use of the Website and these terms shall be governed by and construed in accordance with the laws of New Zealand, and the courts of New Zealand shall have jurisdiction with respect to any legal action, suit or proceeding or any other matter arising out of or in connection with this Website.