



# Terms & Conditions

Last updated: March 22, 2021

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## 1. INFORMATION ABOUT US

1. [www.theorganiser.co.nz](http://www.theorganiser.co.nz) (“**Our Website**”) is operated by The Organiser Limited (“**We**” or “**Us, or The Organiser**”). We are a limited liability company located and registered in New Zealand under company number 7853625

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## 2. APPLICABLE TERMS AND CONDITIONS

1. These General Terms are referred to as our “Terms and Conditions” and apply at all times to your use of our Website and any related dealings between us, regardless whether you access our site as a guest or registered user. These terms include the following Policies:
  1. Our Privacy Policy which sets out the terms on which we collect and process any personal data we collect from you, or that you provide to us.
2. Please read our Terms and Conditions carefully before you start to use our Website, as these will apply to your use of our Website and any arrangement we enter into with you for any goods or services (regardless of any other terms contained in any offer made by you, except to the extent we have expressly confirmed in writing our acceptance of those other terms). We recommend that you print a copy of all relevant documents for future reference.
3. Note that before you are able to access certain parts of our Website, or undertake some specific activities through our Website, you may be required to expressly confirm your acceptance of particular parts of our Terms and Conditions. Notwithstanding any such express requirements for confirmation, by using our Website, you are deemed to have accepted our Terms and Conditions, and are bound by them, from the time you first start using our Website. If you do not agree to our Terms and Conditions, you may not use our Website or purchase products from us.
4. In using our website you warrant that you are resident in New Zealand and over the age of 18. We do not supply Services to minors or overseas.

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## 3. CHANGES TO THESE TERMS

1. We may revise our Terms and Conditions (or any part of any of them), or add further Terms and Conditions at our discretion, at any time by amending this page or the relevant document setting out any part of our Terms and Conditions without notifying you unless required to do so by law.



2. Please check this page and the pages setting out other parts of our Terms and Conditions from time to time to take notice of any changes we made, as they are binding on you.

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#### 4. CHANGES TO OUR WEBSITE

1. We may update our Website from time to time at our sole discretion, and may change or discontinue the content at any time. However, please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it.

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#### 5. ACCESSING OUR WEBSITE

1. Our Website is made available free of charge, although there may be charges for particular services products or services available through our Website.
2. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.
3. You are responsible for making all arrangements necessary for you to have access to our Website.
4. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of our Terms and Conditions, and that they comply with them.

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#### 6. YOUR ACCOUNT AND PASSWORD

1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as highly confidential and take all reasonable steps to keep that information secure and protected against unauthorised access. If given a choice of passwords, you must not choose any obvious password likely to be easily guessed or determined. You must not disclose passwords, user identification codes or other security information to any third party. When choosing a password please do not choose the same password that you use on any other website or application.
2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time and without notice, if in our reasonable opinion you have failed to comply with any of the provisions of our Terms and Conditions.
3. If you know or suspect that anyone other than you knows your user identification code or password, you must immediately notify us at [kiaora@theorganiser.co.nz](mailto:kiaora@theorganiser.co.nz)



4. You may not transfer your account (or any feedback) to any other party without our prior consent.
5. We may cancel unconfirmed accounts or accounts which have in our opinion been inactive for a long time.

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## 7. INTELLECTUAL PROPERTY RIGHTS

1. All brand names, product and service names, and titles used on Our Website are trademarks, trade names, and/or service marks belonging or licensed to us, or to their respective owners who may advertise on or have links within Our Website. No permission is given by us for their use by any person other than the holders and as such, any use may constitute an infringement of the holder's rights which may lead to legal action.
2. All content, designs, text, graphics, software compilations, underlying source codes, and other arrangements on this site are the copyright of The Organiser or its content providers where applicable and unless otherwise stated. In the absence of any particular notices, permission is granted to users to download and print one copy of this site, and make one copy of copyrighted content, exclusively for their own personal, non-commercial use provided that any notices contained in the material are maintained and complied with. Any special rules for the use of certain materials accessible on Our Website may be included elsewhere within Our Website, and are deemed to form part of these Terms. All other use, copying, adaptation, distribution or reproduction of any part of Our Website (including, without limitation, reproduction on any other website or systemic downloading of Website Content) is prohibited without prior written consent from Us. If the owner of any material published on this website is not The Organiser then your rights in relation to that material will be as defined by the copyright owner of that material.

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## 8. NO RELIANCE ON INFORMATION

1. The content on our Website is provided for general information only. The use of any information, agreement, document or user guide on this site, whether provided free of charge or for charge, is entirely at your own risk, and does not create any advisory or consultancy relationship of any kind between the user of the information and Us, or any employee or person associated with Us.
2. The information, forms and documents offered on Our Website are designed to provide a guide or example for common situations and are not tailored to your specific circumstances.  
You agree that we are not responsible for any mistake that you make in understanding the site, information on the site, documents, agreements or user guides, completing or using a document, or information, obtaining or not



- obtaining professional advice in respect of any Service or document or its use.
3. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, free from errors, complete or up-to-date.
  4. The opinions (if any) expressed on our Website are not necessarily our opinions and do not necessarily reflect the opinion of our employee(s), agents, contractors and/or our associated companies.
  5. Any opinions or statements which are expressed by us on our Website are or have been rendered based on specific facts, under certain conditions, and subject to certain assumptions, and may not and should not be used or relied upon for any other purpose, including, but not limited to, for use in or in connection with any legal proceeding.

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## 9. PROHIBITED USES

1. You may use our Website only for lawful purposes, and must not do, or attempt to do, any of the following:
  1. Use our Website:
    1. If you are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using our Website;
    2. in any way that breaches any applicable local, national or international law or regulation, or which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
    3. for the purpose of harming or attempting to harm minors, or any third parties, in any way;
    4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see clause 11.1 below);
    5. to send, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
    6. to knowingly transmit, send or upload any data or material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware.
  2. Use automated or other means to create multiple accounts or to access search or use our Website or any related services other than by way of our official interface and/or APIs;
  3. Harvest or otherwise collect information about users of our Website without both their consent and our consent;
  4. Interfere with or disrupt any other user's access or use of our Website or services;



5. Breach or otherwise circumvent any security or authentication measures, systems, policies or any termination of your account;
6. Probe, scan or test the vulnerability of any system or network;
7. Reproduce, duplicate, copy, reverse engineer, re-sell or commercialise any part of our Website, or prepare derivative works from contents on our Website (whether belonging to us or any other party), except where you have our prior written permission;
8. Access without authority, interfere with, damage or disrupt:
  1. any part of our Website;
  2. any equipment or network on which our Website is stored;
  3. any software or hardware used in the provision of our Website;  
or
  4. any equipment or network or software owned or used by any third party.

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## 10. CONTENT UPLOADED BY YOU OR OTHER USERS OF OUR WEBSITE

1. Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with our Content Standards set out in clause 12 below.
2. You warrant that any such contribution does comply with those Content Standards, and you will be liable to us and indemnify us for and against any loss, damage, liability or expense we suffer as a result of your breach of this warranty.
3. You retain all of your ownership rights in any content you upload to our Website, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties as required to perform our obligations and any services we are required to provide. The terms of that license are set out in the following clause.
4. By uploading, transmitting, creating, posting, displaying or otherwise providing any information, materials, documents, media files or other content on or through the our Website or our Services ("**User Content**") you permit us and our subsidiaries to use the User Content to the extent required for the provision of the services provided through our Website or for which the User Content was provided, and in this respect grant us and our subsidiaries an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to copy, reproduce, adapt, modify, edit, distribute, translate, digitise, publish, publicly perform and publicly display the User Content ("**User Content License**"), BUT such User Content License will in any event to be limited, however, to the extent necessary for the provision of the services provided through our Website and for which the User Content was provided, and will remain subject to our compliance at all times with any obligations we have to you regarding privacy, confidentiality and use of your intellectual property.
5. The User Content License includes a right for us and our subsidiaries to (a) perform all technical steps necessary to process and prepare the User



- Content for use in providing the Services, including any modification and/or adaption required to provide the Services to you and/or to transmit or distribute the User Content over public networks and (b) make available and sublicense the User Content to our Affiliates (as defined in our Terms and Conditions of Supply) as strictly necessary for the provision of the Services.
6. We do not claim ownership of your User Content and you will retain any copyright and any other rights to any User Content provided by you.
  7. Any protection and enforcement of any intellectual property rights which exist or pertain to your User Content are entirely your responsibility and we are not obliged to enforce your rights to your User Content on your behalf.
  8. You are entirely responsible for backing up your User Content to another location outside the Website (e.g. by means of creating local copies or backups with specialised online backup services) to avoid potential loss of your User Content and other data.
  9. You are entirely responsible for your User Content and for any issues or consequences arising in connection with your User Content (including any loss or damage suffered or incurred by us and our subsidiaries). In particular, you warrant and represent to us that:
    1. You are the owner of all rights pertaining to your User Content or are otherwise authorised to grant us the User Content Licence;
    2. Your User Content will not infringe any intellectual property or other third party rights;
    3. Your User Content will not contain any material which is or may reasonably be considered to be harmful, inaccurate, pornographic, abusive, obscene, threatening, defamatory, or which is otherwise illegal or which does not comply with any applicable law or our content guidelines;
    4. Your User Content will not contain any viruses or other harmful software, code or similar means and devices which could damage, harm, disable or otherwise impact or limit the function and performance of our Website or related services and/or any device accessing your User Content, regardless of whether any such device belongs to us or any other user or third party including servers, networks, nodes or similar equipment;
    5. Your User Content will comply and conform to any age classification rules and requirements (including accurate and adequate classification and rating of your User Content, as the case may be) under the laws and regulations of any country, including the country in which you are a resident and any other country from which you are using our Website; and
    6. The use of your User Content by us or our subsidiaries will not impose any obligation upon us or our subsidiaries to pay any kind of monetary contribution (including licence fees, dues or otherwise) to any third party.



10. You agree to indemnify and hold harmless us and our subsidiaries from any loss, damage, liability or expense incurred by us and our subsidiaries as a result of any breach of the above warranties.
11. We also have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
12. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Website.
13. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards.
14. The views expressed by other users on or through our Website do not represent our views or values.

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## 11. INTERACTIVE SERVICES

1. We may from time to time provide interactive services on our Website, including, without limitation, chat rooms and bulletin boards (any such services referred to as “**Interactive Services**”).
2. If we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, whether it is moderated and what form of moderation is used (including whether it is human or technical).
3. We will do our best to assess any possible risks for users from third parties when they use any Interactive Service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.
4. Our Website and services may not be used by any person under 13 years of age. The use of any of our Website or any Interactive Services by a minor between 13 years of age and 18 years of age is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any Interactive Service should be made aware of the potential risks to them.
5. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

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## 12. CONTENT STANDARDS

1. The content standards set out in this clause (“**Content Standards**”) apply to any and all material of any kind which you contribute to our Website (“Contributions”), and regardless whether contributed through any Interactive Services or not.
2. You must comply with the spirit and the letter of the Content Standards, which apply to each part of any Contribution as well as to its whole.
3. Contributions must be accurate (where they state facts), genuinely held (where they state opinions) and comply with all applicable law in New Zealand and in any country from which they are posted.
4. Contributions must not:
  1. Contain any material which is critical of us or which may be likely to damage our reputation or goodwill in any way (if you have any concerns or issues with us, those should be raised directly with us in private, and you may email us at [kiaora@theorganiser.co.nz](mailto:kiaora@theorganiser.co.nz) for that purpose).
  2. Contain any material which is defamatory of any person;
  3. Contain any material which is obscene, offensive, hateful or inflammatory;
  4. Promote sexually explicit material;
  5. Promote violence;
  6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  7. Infringe any copyright, database right, trademark or other intellectual property right of any other person;
  8. Be likely to deceive or mislead any person;
  9. Be made in breach of any legal duty owed to a third party, such as a contractual duty, fiduciary duty or a duty of confidence;
  10. Promote any illegal activity or activity in contravention of our Terms and Conditions;
  11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  12. Be likely to harass, upset, embarrass, alarm or annoy any other person;
  13. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  14. Give the impression that they emanate from or are authorised by us, if this is not the case; and/or
  15. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

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## 13.VIRUSES

1. We do not warrant or guarantee that our Website will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform in order to enable access to our Website, and for ensuring you obtain and use your own adequate virus protection software and measures.
3. You must not misuse our Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. You acknowledge that by breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. For the purpose of this clause, you authorise such disclosure. In the event of such a breach, your right to use our Website will also cease immediately.

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## 14.LINKING TO OUR WEBSITE

1. You may link to the home page of our Website, provided you do so in a way that is fair and legal and does not damage our reputation, take advantage of it or look to profit from it in a manner not expressly approved by us.
2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
3. You must not establish a link to our Website in any website that is not owned by you.
4. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.
5. We reserve the right to immediately withdraw any linking permission at any time without prior notice to you.
6. The website(s) you are linking to our Website must comply in all respects with these Terms and Conditions.
7. If you wish to create any links to our Website other than expressly authorised above, please contact [kiaora@theorganiser.co.nz](mailto:kiaora@theorganiser.co.nz)

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## 15.THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

1. Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only.
2. We have no control over the contents of those sites or resources and assume no responsibility for that content. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.



3. By using our website, which may contain the YouTube client embedded on some pages, you agree to be bound by YouTube's Terms of Service.
4. The YouTube client embedded in our website collects information about you and your interactions with it. The information is collected by YouTube and we have no control over the information it collects. The collected information and its use is governed by Google's Privacy Policy.

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## 16.ADDITIONAL TERMS FOR PRODUCTS SUPPLIED

1. We list certain merchandise, goods and other products ("Products") for sale via our Website.
2. Any supply of Products by us will be subject to the additional terms stated in our then-current version of our Terms of Supply of Products. Please read these terms carefully and make sure that you understand them, before ordering any Products from us. If you refuse to accept our terms, you will not be able to order any Products from us.

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## 17.CONSUMER GUARANTEES ACT

1. You acknowledge that the Consumer Guarantees Act 1993, and any other consumer protection legislation will not apply to the extent permitted by law, where you purchase any Products or Services for the purposes of a business.

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## 18.EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under a Contract that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").
2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  1. we will contact you as soon as reasonably possible to notify you; and
  2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

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## 19.SUSPENSION AND TERMINATION

1. We will determine, in our discretion, whether there has been a breach of our Terms and Conditions. When a breach has occurred, we may take such action as we deem appropriate.
2. Failure to comply with our Terms and Conditions may result in our taking all or any of the following actions:



1. temporary or permanent withdrawal of your right to use our Website;
  2. temporary or permanent removal of any posting or material uploaded by you to our Website;
  3. Issue of a warning to you;
  4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  5. Further legal action against you; and/or
  6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary,
  7. any other action we reasonably deem appropriate
3. We exclude all liability for actions taken in response to breaches of our Terms and Conditions.

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## 20.OUR WARRANTIES

1. Unless otherwise expressly stated in our Terms and Conditions, we, provide our Website on an as-is basis only and exclude all warranties or conditions of any kind whether expressly or implied. In particular but without limitation, we do not warrant or represent that:
  1. Our Website is fit for any purpose or will meet your requirements or is provided to you without any errors or deficiencies or that it is in compliance with any quality levels, as the case may be;
  2. Our Website will be available to you at any time or provided to you without disruption, interruption or delay;
  3. Our Website does not infringe any copyright or violate any laws or regulations whether in the country you are a resident or elsewhere in the World;
  4. Any information you obtain from us or through your use of our Website will be suitable, accurate, complete or reliable;
  5. That any deficiencies in our Website, including any defects in performance, operation or functionality will be fixed, corrected or otherwise remedied.
2. Documents or material (including any software or firmware updates) downloaded, installed or otherwise obtained through the use of our Website are provided by us "as is" and at your own risk. We are not responsible for any damage to any mobile phone, software, computer system, or other device or device's software, or any loss of data that results from the download and/or use of any such documents or material.
3. You are entirely responsible for any breach of your obligations under:
  1. Our Terms and Conditions; and/or
  2. Any applicable law or regulation in any relevant jurisdictions,and for the consequences of any such breach, including any loss or damage which you, us or any third party may incur or suffer as a result of such breach.

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## 21. EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY

1. To the maximum extent permitted by applicable law, we exclude:
  1. The application of the Sale of Goods Act 1908;
  2. all conditions, warranties, representations or other terms (whether express or implied) which may apply to our Website or any Products supplied by us (other than any specific warranties we give in our Product Warranties and Refunds Policy from time to time);
  3. Liability to any party (including but not limited to you) for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    1. use of, or inability to use, our Website;
    2. use of or reliance on any content displayed on our Website;
    3. business interruption or loss of profits, anticipated savings, sales, business, revenue, opportunity, goodwill or reputation;
    4. damage to or corruption/loss of data;
    5. losses suffered as a result of any relationship or transaction between you and any other party;
    6. any changes, modifications, extensions or limitations (including any suspension of your use of our Website or related Services), or any permanent or temporary cessation in the availability of our Website (or any part of it or any associated Services);
    7. loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any Website linked to it;
    8. the use of your account data by any person other than yourself through your failure to adequately protect your security details for accessing our Website; or
    9. any other indirect or consequential loss or damage whatsoever.
2. To the extent that we are in fact found to be liable to you despite any clauses in these Terms and Conditions excluding such liability, our maximum aggregate liability to you is limited to the greater of:
  1. an amount equal to four times the price or fee actually paid to us by you for those Products or Services that directly caused the relevant loss or liability; and
  2. NZD \$1,000.
3. If the applicable laws do not allow the exclusion of certain warranties, terms or conditions or the limitation or exclusion of liability for certain types of loss or damage, the limitations and exclusions in our Terms and Conditions will be deemed to have been amended on that occasion to the extent necessary to ensure compliance with those applicable laws while still preserving to the maximum extent possible the original intent of the relevant provision, and our



liabilities and warranties will be limited to the maximum extent permitted by applicable law.

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## 22. ENTIRE AGREEMENT / NO REPRESENTATIONS

1. You acknowledge that in entering into any dealings with us, you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in our Terms and Conditions or a written contract entered into in accordance with our Terms and Conditions.
2. Our Terms and Conditions, and any written contract entered into in accordance with our Terms and Conditions, constitute the entire agreement between you and us and supersedes and extinguishes any and all other or previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

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## 23. SEVERANCE

1. Each of the clauses in any of our Terms and Conditions documents operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, each relevant clause will be deemed to have been amended on that occasion to the extent necessary for it to comply with any applicable laws and regulations while still preserving to the extent possible the intent evidenced by the original drafting of the relevant clause, and to extent it cannot be so modified, that clause will be severed from the relevant document but the remaining clauses of that document will remain in full force and effect.

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## 24. WAIVER

1. If we fail to insist that you perform any of your obligations under our Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

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## 25. ASSIGNMENT

1. Subject to the obligations expressed in our Privacy Policy, we may transfer our rights and obligations to another party at any time. We will use all reasonable efforts to notify you in writing or by posting on our Website if this happens.
2. You may only transfer your rights or your obligations to another person if we agree in writing to that transfer.

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## 26.AUTHORITY

1. You warrant that you have authority to bind any party or entity on whose behalf you purport to use our Website or purchase goods or services from us.

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## 27.CONFIDENTIALITY

1. You acknowledge that any details of our business, processes, methodologies, systems and business arrangements of any kind (“**Confidential Information**”) which you come into knowledge of from time to time are likely to be commercially sensitive information and undertake that you will treat that information as our confidential property, and will not at any time, and either directly or indirectly, disclose, divulge or make unauthorised use of any Confidential Information, except to the extent to which such Confidential Information:
  1. Is publicly known at the time of its disclosure or being lawfully made available to them;
  2. After such disclosure or information being made available to you, becomes publicly known otherwise than through a breach of this undertaking;
  3. Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that we are given reasonable advance notice of the intended disclosure.

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## 28.COMMUNICATIONS BETWEEN US

1. When we refer, in our Terms and Conditions, to “in writing”, this will include e-mail.

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## 29.APPLICABLE LAW

1. This website, the information on it and these Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any dispute under these Terms or otherwise concerning this website shall be subject to the exclusive jurisdiction of the courts of New Zealand, and you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

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## 30.CONTACT US

1. To contact us, please email [kiaora@theorganiser.co.nz](mailto:kiaora@theorganiser.co.nz)