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TahuaQR Terms and Conditions

IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("Website Terms") on which we, TahuaQR (MRM Infotech Limited) ("we", "us" or "TahuaQR"), provide our services through our website www.TahuaQR.co.nz and any TahuaQR mobile application through which you access our website or services (together, "Website"). Please read these Website Terms carefully before ordering any products through the Website, as your use of the Website and purchase of any products offered on the Website is subject to these Website Terms. By ordering products via the Website (whether now or in the future) or continuing to use the Website, you agree to be bound by these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Policy.

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website www.TahuaQR.co.nz and any TahuaQR mobile application through which you access our website or services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing our website or services that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

I. TERMS AND CONDITIONS OF USE AND SALE

1. INTRODUCTION AND OUR ROLE

- 1.1. Company details: TahuaQR (MRM Infotech Limited) is a company registered in Suite 1, Level 1, 4 Kingston Street, Auckland Central, Auckland, 1010, New Zealand.

- 1.2. **Service:** We provide a way for you to communicate your orders ("Orders") for products ("Products") to dine in, takeaway or delivery restaurants ("Restaurants") displayed on the Website (the "Service").

2. WEBSITE ACCESS AND TERMS

- 2.1. **Website access:** You may access some areas of the Website without making an Order or registering your details with us. Most areas of the Website are open to everyone.

When you use the Website or register an account, you will provide us with personal information such as your name, email address, telephone number, credit or debit card information and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy

If you choose to register an account or when you place your first order, we will provide you with a username and you will select a password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username.

- 2.2. **Acceptance of terms:** By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.
- 2.3. **Revision of terms:** We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the terms and conditions in force at the time that you place an Order through us.
- 2.4. **Responsibility:** You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

3. YOUR STATUS

- 3.1. **Capacity and age:** By placing an Order through the Website, you warrant that:
 - 3.1.1. You are legally capable of entering into binding contracts; and
 - 3.1.2. You are at least 18 years old.

- 3.2. **Alcohol and cigarettes:** Furthermore, you acknowledge and agree that:
- 3.2.1. it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18;
 - 3.2.2. Cigarettes are not for sale to persons under the age of 18; and
 - 3.2.3. Orders containing either alcohol or cigarettes can therefore not be accepted from or on behalf of persons under the age of 18. In the event that you place an order for alcohol or tobacco products, you will be required by the restaurant to show ID on delivery. For the avoidance of doubt, if your Order includes alcohol or tobacco, the Restaurant is providing you with these and TahuaQR is not selling alcohol or tobacco to you. TahuaQR supports the Responsible Service of Alcohol.

4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

- 4.1. **Compiling your Order:** Once you select the Products you wish to order from the menu of your chosen Restaurant and provide other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order", "checkout" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will process your Order and errors cannot be corrected. Where you have not logged in or created an account previously, then you may have the option to continue with your Order as a guest. By electing to complete your Order as a guest, you are agreeing that TahuaQR will create a temporary TahuaQR guest account for you which will, unless otherwise stated in these Website Terms, be accessible only (a) from the device which you use to place the Order; and (b) for a period of up to twenty-four months following the date of the Order. Your access to your temporary guest account will expire on the "Expiry Date" which shall be the earlier of (i) the date falling one year after the date on which you last accessed the temporary guest account; (ii) the date falling twenty-four months after the date on which the temporary guest account was created; and (iii) the date on which you logout of your temporary guest account, or clear the cache on the device which you used when the temporary guest account was created.

- 4.2. **Minimum Order Amount:** If a Restaurant has a minimum order amount in place, you may not place an order with that Restaurant until the value of your Order exceeds that amount. The minimum order amount must be met after applying any discounts or specials that reduce the total Order amount.
- 4.3. **Amending or cancelling your Order:** Once you submit your Order and your payment has been authorised, you will not be entitled to change or cancel your Order online (please refer to paragraph 4.4 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you may contact the Restaurant directly or our Customer Care team as described in paragraph 6.3 and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started to process your Order.
- 4.4. **Payment authorisation:** Where any payment you make is not authorised, your Order will not be processed by or communicated to the relevant Restaurant.
- 4.5. **Processing your Order and Restaurant rejections:** On receipt of your Order, we will begin processing it by sending it to the relevant Restaurant and will notify you by email that your Order has been received and is being processed. Any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed by us and does not necessarily mean that your Order has been accepted by the Restaurant. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order. When a Restaurant confirms receipt of the order and expected collection or delivery time, we will send you an SMS confirmation (if you have given us your mobile telephone number).
- 4.6. **Delivery of your Order:** Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times. All food preparation and deliveries are the sole responsibility of the Restaurant accepting the Order. To the extent permitted by law, including the New Zealand Consumer Law, TahuaQR accepts no liability

associated with food preparation or delivery by the Restaurant accepting the order.

5. PRICE AND PAYMENT

- 5.1. **Taxes and delivery costs:** Prices for individual menu items will be as quoted on the Website in New Zealand dollars. These prices include any applicable taxes but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment administration charge imposed by the Restaurant (if you pay for your Order online). These will be added to the total amount due where applicable.
- 5.2. **Incorrect pricing:** This Website contains a large number of menus, and it is possible that some of the menus may include incorrect prices. The products will be sold for the displayed price even if the correct price for an Order is higher than the price stated on the Website.
- 5.3. **Payment methods:** Payment for Orders must be made by an accepted credit or debit card through the Website or in cash to the Restaurant at the point of delivery to you.
- 5.4. **Card payments:** If you pay by credit or with debit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in delays in sums being deducted from your bank account or charged to your credit or debit card.
- 5.5. **Credit and discount vouchers:** A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by TahuaQR, and you pay for any balance by credit or debit card. Please refer to our Voucher Terms & Conditions for the full terms and conditions applicable to the use of credit and discount vouchers. Where you use the Website as a guest, any account credit which you accrue against your temporary guest account can only be redeemed for an Order placed via your temporary guest account and cannot be transferred for use on another account.
- 5.6. **Rejected Orders:** Once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, you will be charged the full amount of your Order. If your Order is subsequently rejected by the Restaurant (as described in paragraph 4.4 above) or cancelled for any other reason, your bank

or card issuer will refund the relevant amount. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6. CUSTOMER CARE

- 6.1. **General:** Customer care is extremely important to us. Subject to paragraphs 6.5 and 11, our Customer Care team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Care team by emailing us or by calling the telephone number shown under the "About us" link on the Website. Alternatively, you can access the list of frequently asked questions FAQ.
- 6.2. **Questions about your Order:** If your Order is taking longer than expected or you have any other problems with your Order, in the first instance you should contact the Restaurant directly. Alternatively, you can contact our Customer Care Team as described above and one of our Customer Care Advisers will attempt to contact the Restaurant in order to follow up on your query.
- 6.3. **Changing or cancelling your Order:** If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact our Customer Care team as described above and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started to process your Order.
- 6.4. **Complaints or feedback:** In the event that you would like to express your opinion on the quality of any Products, or the service provided by a Restaurant, please consider providing feedback in the form of ratings, comments and reviews on the Website (together, "Reviews"). The Reviews are an important part of our quality control process.
- 6.5. **Compensation:** If you are dissatisfied with the quality of any Products or the service provided by a Restaurant and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact the Restaurant directly to lodge your complaint and, where appropriate, follow the Restaurant's own complaint procedures. If you are unable to contact the Restaurant, or the Restaurant refuses to deal with your complaint, you can contact our Customer Care Team as described above within 48 hours of placing

your Order and one of our Customer Care Advisers will attempt to contact the Restaurant in order to request compensation on your behalf. Please note that we have no control over Restaurants and the quality of the individual Products or service that they provide, and we are not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Restaurant.

7. LICENCE

- 7.1. **Terms of permitted use:** You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:
- 7.1.1. You must not misuse the Website (including by hacking or "scraping").
 - 7.1.2. Unless otherwise stated, the copyright and other intellectual property rights on the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.
 - 7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
 - 7.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.
 - 7.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.
- 7.2. **Limitation on use:** Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.
- 7.3. **Reservation of rights:** Any rights not expressly granted in these Website Terms are reserved.

8. SERVICE ACCESS

- 8.1. **Website availability:** While we try to ensure the Website is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.
- 8.2. **Suspension of access:** Access to the Website may be suspended temporarily at any time and without notice.
- 8.3. **Information security:** The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

9. VISITOR MATERIAL AND REVIEWS

9.1. General:

9.1.1. Other than personally identifiable information, which is covered under our Privacy Policy, any material you post, upload or transmit or upload to the Website (including without limitation Reviews) ("Visitor Material") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

9.1.2. You represent and warrant that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.2 to 9.3 below.

9.2. **Visitor Material Policy:** You are prohibited from posting, uploading or transmitting to or from the Website any Visitor Material (including any Reviews) that:

9.2.1. breaches any applicable local, national or international law;

9.2.2. is unlawful or fraudulent;

9.2.3. amounts to unauthorised advertising; or

- 9.2.4. contains viruses or any other harmful programs.
- 9.3. **Visitor Reviews Policy:** In particular (but without limitation), any Reviews that you submit through the Website must not:
- 9.3.1. contain any defamatory, obscene or offensive material;
 - 9.3.2. promote violence or discrimination;
 - 9.3.3. infringe the intellectual property rights of another person;
 - 9.3.4. breach any legal duty owed to a third party (such as a duty of confidence);
 - 9.3.5. promote illegal activity or invade another's privacy;
 - 9.3.6. give the impression that they originate from us; or
 - 9.3.7. be used to impersonate another person or to misrepresent your affiliation with another person.
- 9.4. **Removal of Reviews:** The prohibited acts listed in paragraphs 9.2 and 9.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Website that we determine breaches a prohibition in paragraphs 9.2 or 9.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason. Notwithstanding the foregoing, TahuaQR will not remove or edit reviews where TahuaQR believes that doing so would be in breach of the New Zealand Consumer Law.
- 9.5. **Use of Reviews:** The Reviews and other Visitor Material contained on the Website are for information purposes only and do not constitute advice from us. Reviews and Visitor Material reflect the opinions of customers who have ordered through the Website or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, including the New Zealand Consumer Law we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.
- 9.6. **Liability:** You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a

Restaurant or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

- 9.7. **Disclosure to authorities and courts:** You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 9.2 or 9.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

10. LINKS TO AND FROM OTHER WEBSITES

- 10.1. **Third party websites:** Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.
- 10.2. **Linking permission:** You may link to the Website's homepage (www.TahuaQR.co.nz), provided that:
- 10.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation;
 - 10.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;
 - 10.2.3. any website from which you link must comply with the content standards set out in these Website Terms (in particular paragraph 9 (Visitor Materials and Reviews));
 - 10.2.4. we have the right to withdraw linking permission at any time and for any reason.

11. DISCLAIMERS

- 11.1. **Website information:** We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice.

- 11.2. **Specials listed on the Website are subject to change:** Restaurants may alter their specials at any time, including removing or changing the terms of any loyalty discount program. Loyalty credits earned through a loyalty discount program from a Restaurant are non-transferrable and are not redeemable for cash.
- 11.3. **Allergy, dietary and other menu information:** We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menus that are provided to us by Restaurants. However, it is the Restaurants that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering. Some of the pictures shown are indicative of the style of cuisine only and may not be an actual photo of the dish from the Restaurant.
- 11.4. **Restaurant actions and omissions:** The legal contract for the supply and purchase of Products is between you and the Restaurant that you place your Order with. We have no control over the actions or omissions of any Restaurants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:
- 11.4.1. We do not give any undertaking that the Products ordered from any Restaurant through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
- 11.4.2. Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times.
- 11.4.3. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order.
- 11.4.4. The foregoing disclaimers do not affect your statutory rights against any Restaurant.
- 11.5. **Exclusion of terms:** We provide you with access to the Website and Service on the basis that, to the maximum extent permitted by law,

including the New Zealand Consumer Law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise).

12. LIABILITY

- 12.1. **General:** Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law, including the New Zealand Consumer Law. Nothing in these Website Terms affects your statutory rights, including rights relating to the consumer guarantees applicable to the supply of services under these Terms.
- 12.2. **Exclusion of liability:** Subject to clause 12.1, and your statutory rights under the New Zealand Consumer Law more generally, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:
- 12.2.1. any loss of profits, sales, business, or revenue;
 - 12.2.2. loss or corruption of data, information or software;
 - 12.2.3. loss of business opportunity;
 - 12.2.4. loss of anticipated savings;
 - 12.2.5. loss of goodwill; or
 - 12.2.6. or any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions.
- 12.3. **Limitation of liability:** Subject to clauses 11, 12.1 and 12.2, and your statutory rights under the New Zealand Consumer Law more generally, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or \$100, whichever is lower.

- 12.4. **Additional costs:** You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or because of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.
- 12.5. **Indemnity:** You agree to indemnify and hold TahuaQR and applicable affiliates, officers, directors, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on the indemnity basis, made by any third party due to or arising out of your breach of these Terms or the terms and policies it incorporates by reference, or your violation of any law or the rights of a third party.

13. TERMINATION

- 13.1. **Grounds for termination:** We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:
- 13.1.1. you have used the Website in breach of paragraph 7.1 (Licence);
 - 13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);
 - 13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or
 - 13.1.4. you have breached any other material terms of these Website Terms.
- 13.2. **Obligations upon termination:** Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

14. WRITTEN COMMUNICATIONS

- 14.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to

you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").
- 15.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 15.2.1. strikes, lock-outs or other industrial action;
 - 15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 15.2.5. impossibility of the use of public or private telecommunications networks; and
 - 15.2.6. the acts, decrees, legislation, regulations or restrictions of any government.
- 15.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

16. ADDITIONAL TERMS

- 16.1. **Privacy Policy:** We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy

Policy, which is incorporated into these Website Terms by this reference and is available here [Privacy policy](#)

- 16.2. **Other terms:** You should also review our Voucher Terms and Conditions for information regarding the use of credits and promotional discounts on the Website, and our Competitions Terms and Conditions for information regarding the terms applicable to competitions that we may run from time to time. All of these are incorporated into these Website Terms by this reference.
- 16.3. **Severability:** If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 16.4. **Entire agreement:** These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.
- 16.5. **No waiver:** Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.
- 16.6. **Assignment:** You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.
- 16.7. **Headings:** The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

17. GOVERNING LAW AND JURISDICTION

- 17.1. These Website Terms shall be governed by and construed in accordance with the laws of New Zealand. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of New Zealand.

18. PROMOTION TERMS & CONDITIONS

- 18.1. A discount on an order price of up to 25% may apply to the first order at a participating restaurant made by a TahuaQR Customer via the website www.TahuaQR.co.nz or the TahuaQR App. Discounts are provided by the restaurant if specified on the restaurant page on the TahuaQR Website or App. Not all TahuaQR restaurants provide discounts and the offer may not be available in all areas.
- 18.2. Further terms and conditions may apply.

II. TAHUAQR VOUCHER TERMS & CONDITIONS

General

1. The following general terms and conditions (the "General Voucher Terms") will apply to all vouchers issued by TahuaQR from time to time for use on the Website ("Vouchers").
2. Individual Vouchers will also be subject to, and the General Voucher Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Voucher Terms") that will be specified on the Voucher or at the time the Voucher is issued.
3. Vouchers may only be redeemed towards online Orders from Restaurants made through the Website. The code provided with the Voucher is to be entered at the end of the checkout process. The final amount owing after a Voucher has been applied will be shown at the top of the credit card entry page and any remaining balance must be paid by credit or with debit card.
4. Vouchers can only be purchased from a verified TahuaQR account and are subject to a maximum purchase limit of \$200 per day per verified TahuaQR account or temporary guest account. A verified TahuaQR account is an account with at least one completed order older than 24 hours.
5. Subject to the New Zealand Consumer Law, Vouchers purchased through TahuaQR cannot be exchanged or refunded, and are valid for such period specified at the time of issue of the Voucher. TahuaQR reserves the right to cancel any voucher any time without notice. To the extent required by law, including the New Zealand Consumer Law, TahuaQR will provide a remedy if it cancels a Voucher.
6. Vouchers are not available for redemption at Restaurants that display "Vouchers Not Accepted" and may be valid at other Restaurants only under certain conditions (for example, first time TahuaQR customers). One gift voucher cannot be used for more than one order and the full

amount must be used in one transaction (no change will be given). Alcohol restrictions apply. TahuaQR reserves the right to charge the value of the voucher to your allotted credit card if we determine that the voucher was redeemed contrary to the terms of use.

7. The right to use a Voucher is personal to the intended recipient and may not be transferred. No Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. In particular, Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.
8. Unless otherwise provided or specified in the Specific Voucher Terms:
 - 8.1. Vouchers may not be used in conjunction with other Vouchers or any other discounts or promotions provided or advertised from time to time;
 - 8.2. each Voucher will be valid for use by a recipient only once;
 - 8.3. each customer or household is limited to one Voucher per promotion or offer; and
 - 8.4. the right to use a Voucher is personal to the original recipient and may not be transferred.
9. When you use a Voucher you warrant to us that you are the duly authorised recipient of the Voucher and that you are using it in accordance with these terms, lawfully, legally and in good faith. If we believe in our sole discretion that a Voucher is being used in breach of these terms, unlawfully, illegally or in bad faith, we may reject or cancel the Voucher.
10. Vouchers may not be exchanged for cash.
11. To the extent permitted by law, including the New Zealand Consumer Law, we shall not be liable to any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Voucher or any failure or inability of a customer or household to use a Voucher.
12. To the extent permitted by law, including the New Zealand Consumer Law, we reserve the right, at any time and in our sole discretion, to add to or amend these terms and conditions in relation to the use of

Vouchers or to vary or terminate the operation of a Voucher at any time without notice.

13. All standard terms and conditions from time to time for use of the Website and the Service apply.

III. TAHUAQR COMPETITIONS TERMS & CONDITIONS

1. The following general terms and conditions (the "General Competition Terms") will apply to all competitions run by TahuaQR.
2. Individual competitions will also be subject to, and the General Competition Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Competition Terms") that will be specified in connection with each competition.
3. Competitions are open to individual residents of New Zealand aged 18 or over, except employees of TahuaQR, their associated, affiliated or subsidiary companies, and their families, agents, or anyone connected with the competition.
4. Winners will be responsible for ensuring they are able to accept the relevant prize, as set out and in accordance with these General Competition Terms and any applicable Specific Competition Terms.
5. We reserve the right to redraw a competition winner if the relevant prize is not accepted or claimed within the time period stated in the applicable Specific Competition Terms.
6. Completing and submitting a competition entry form will be deemed acceptance of the General Competition Terms and any applicable Specific Competition Terms.
7. The General Competition Terms and any applicable Specific Competition Terms shall be governed by the laws of New South Wales and subject to the exclusive jurisdiction of the courts of New South Wales.
8. Any personal data that is collected as part of any TahuaQR competition will be handled in accordance with our Privacy Policy, which is available at [Privacy Policy](#)
9. To the extent permitted by law, including the New Zealand Consumer Law, we reserve the right to withdraw any competition at any time without prior written notice and/or to alter or amend the General Competition Terms or the Specific Competition Terms for any competition at any time.



10. All standard terms and conditions from time to time for use of the Website and Service apply.

TahuaQR Privacy Policy

We are committed to protecting the privacy of all visitors to the Website, including all visitors who access the Website or Service through any mobile application or other platform or device. Please read the following Privacy Policy which explains how we use and protect your information.

By visiting and/or using the Service on the Website, you agree and, where required, you consent to the collection, use, storage, disclosure and transfer of your information as set out in this policy.

1. INFORMATION THAT WE COLLECT FROM YOU

- 1.1. When you visit the Website or use the Service to make an Order from a Restaurant through the Website, you may be asked to provide information about yourself including your name, address, contact details (such as telephone and mobile numbers and e-mail address) and payment information (such as credit or debit card information). We may also collect information about your usage of the Website and Service and information about you from the materials (such as messages and reviews) you post to the Website and the e-mails or letters you send to us. Your telephone calls to us may also be recorded for training and quality purposes.
- 1.2. By accessing TahuaQR information and/or the Website or Service using mobile digital routes such as (but not limited to) mobile, tablet or other devices/technology including mobile applications, then you should expect that our data collection and usage as set out in this Privacy Policy will apply in that context too. We may collect technical information from your mobile device or your use of the Website or the Service through a mobile device, for example, location data and certain characteristics of, and performance data about, your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Website or Service through your mobile device(s) via any TahuaQR mobile application, through your mobile's browser or otherwise.

2. USE OF YOUR INFORMATION

- 2.1. Your information will enable us to provide you with access to the relevant parts of the Website and to supply the Service. It will also enable us to bill you and enable us and/or a Restaurant with whom

you have placed an Order to contact you where necessary concerning the Service. For example, we and/or the Restaurant may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.). We will also use and analyse the information we collect so that we can administer, support, improve and develop our business, for any other purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future, you may have the ability to express your preferences around the use of your data as set out in this Privacy Policy and this may be exercised through your chosen method of using the Service, for example mobile, mobile applications or any representation of the Website.

- 2.2. We may use your information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the Website or the Service.
- 2.3. When you register with TahuaQR, you consent to TahuaQR using your personal information for direct marketing purposes to communicate with you by phone, email, or SMS and, if you use our mobile application, via push notification, to tell you about offers, updates and our products and services that may be of interest to you.

You may choose to stop receiving direct marketing communications from a channel at any time by using the unsubscribe mechanism in the marketing communication itself. To opt-out of communications via email click the "unsubscribe" link at the bottom of the email and to opt-out of communications by SMS reply with "STOP". You may also decline marketing messaging sent by push notifications by refusing the relevant permission to our app in your phone or tablet settings, however this will also prevent you from receiving order updates via push.

- 2.4. Where you have given express consent, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) in accordance with the Spam Act and the Privacy Act.

We may also disclose your information to help us analyse the information which we collect so that we can administer, support, improve and develop our business and services to you.

- 2.5. You agree that we may disclose personal information which we collect from you to other companies that also hold information about you. We may also collect personal information from those other companies. We and/or those companies may combine the information to better understand your preferences and interests, thereby enabling them and us to serve you better.
- 2.6. If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out in paragraph 8 below, by amending your profile accordingly or by using the opt-out facilities provided (e.g. an unsubscribe link).
- 2.7. Please note that by submitting Reviews regarding the Website, Service and/or Restaurants, you consent to us to use such Reviews on the Website and in any marketing or advertising materials. We will only identify you for this purpose by your first name and the city in which you reside (and any other information that you may from time-to-time consent to us disclosing).

3. DISCLOSURE OF YOUR INFORMATION

- 3.1. The information you provide to us will be transferred to and stored on our servers which may be in or outside New Zealand, and may be accessed by or given to our staff working outside New Zealand and third parties including companies within the TahuaQR group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you from time to time in this policy. We may disclose your information to overseas recipients, including, without limitation, recipients located in Australia, the Philippines, Canada and the United States of America. Where we disclose your personal information to overseas recipients, we will always take reasonable steps to ensure that your information is treated in accordance with this policy and the New Zealand Privacy Principles.
- 3.2. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. In addition, we may need to provide your information to any Restaurants that you have placed an Order with to allow the Restaurant to process and deliver your Order. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

- 3.3. If our business enters a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.
- 3.4. We may use the information that you provide to us if we are under a duty to disclose or share your information to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or to enforce the Website Terms and any other agreement; or to protect our rights or the rights of Restaurants or other third parties. This includes exchanging information with other companies and other organisations for the purposes of fraud protection and prevention.

4. SECURITY AND DATA RETENTION

- 4.1. We take steps to protect your information from unauthorised access, modification or disclosure and against misuse, interference, loss, destruction and damage. Once your information is no longer required for any purpose for which it may be used or disclosed by us, and we are not required by law to retain the information, we will destroy the information or ensure that it is de-identified.
- 4.2. Where you have registered an account with TahuaQR and chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.
- 4.3. All user details captured by TahuaQR are always stored securely and will never be provided to any unauthorised third parties. All credit card details are protected using SSL (Secure Socket Layer) encryption. Credit card details are handled by leading PCI compliant providers of secure credit card processing solutions. TahuaQR will never save your actual credit card details. We will simply save a reference to your card, which is called a token. This token is provided to us by the payment provider. Saving the token means that for future credit card transactions we can give you the option to charge the same card you used previously without having to re-enter the card details. If, at any time, you wish the token to be removed please email us at privacy@tahuagr.co.nz and we will have these removed. In that case you would need to re-enter your card details on the next order.
- 4.4. However, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect

your information and make sure it is safe and secure and we use a number of physical, administrative, personnel and technical measures to protect your personal information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. For the avoidance of doubt, TahuaQR will not in any circumstances be liable to you, or third parties, for loss or damage arising from credit card fraud or identity theft.

5. COOKIES AND THIRD-PARTY ANALYTICS AND ADVERTISING

- 5.1. We may collect personal information about you when you use and access our website. While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.
- 5.2. We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser, but our websites may not work as intended for you if you do so.
- 5.3. We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this Privacy Policy.
- 5.4. This site uses the Google Analytics cookie, and other cookies and identifiers to collect anonymous, aggregated audience data in order to measure user interactions on our site and improve our service. This includes the use of Google Analytics Advertiser Features which provides Demographic and Interest reports, Remarketing, GDN Impression Reporting, and the DoubleClick Campaign Manager integration. For more information on how this works and to opt-out of this service, please visit the following Google support page [here](#).

6. ACCESSING AND UPDATING

You have the right to see the information we hold about you and to ask us to make any changes to ensure that it is accurate and up to date. You can also

request the deletion of any information collected through the Website. If you wish to do this, please contact us using the contact details set out in paragraph 8 below.

7. CHANGES TO OUR PRIVACY POLICY

Any changes to our Privacy Policy will be posted to the Website and, where appropriate, through e-mail notification. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

8. CONTACT

All comments, queries and requests relating to our use of your information are welcomed. You can also lodge a complaint if you think we have breached the [Privacy Act 2020](#) in relation to your personal information. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take. All correspondence should be addressed to MRM Infotech Ltd at Suite 1, Level 1, 4 Kingston Street, Auckland Central, Auckland, 1010, New Zealand. Alternatively, you can contact us by emailing privacy@tahuagr.co.nz. TahuaQR is owned and operated by MRM Infotech Limited.