

## **Kenzie's Gift Terms and Conditions**

Your use constitutes acceptance of these Terms and Conditions as at the date of your first use of the site.

1. Kenzie's Gift reserves the rights to change these Terms and Conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.
2. You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party.
3. This site and the information, names, images, pictures, logos regarding or relating to Kenzie's Gift are provided "as is" without any representation or endorsement made and without warranty of any kind whether express or implied. In no event will Kenzie's Gift be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from the use or in connection with such use or loss of use of the site, whether in contract or in negligence.
4. Kenzie's Gift describes its' products and services succinctly and as accurately as possible. If the product or service offered is not as described it may be returned by a family in an unused condition.
5. Kenzie's Gift will process delivery or referral of Gifts to families within seven working days. While reasonable care has been taken to ensure the timely delivery of goods, Kenzie's Gift is neither responsible nor liable for unforeseen delays by outside providers and suppliers.
6. If Gifts require shipping outside the Auckland region, goods will be shipped via New Zealand Post and delivery can be expected within 21 days.
7. Kenzie's Gift does not provide a refund if you have changed your mind about a particular gift for a family, so please choose carefully. If goods are proven faulty, we will provide a replacement free of charge under the Consumers Guarantees Act.
8. Kenzie's Gift does not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.
9. Copyright restrictions:
  - Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from Kenzie's Gift. Nothing contained herein shall be construed as conferring any licence by Kenzie's Gift to use any item displayed.
  - Documents may be copied for personal use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely. However, some documents and photos have been published on this site with the permission of the relevant copyright owners (who are not CLIC Sargent). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).
10. Kenzie's Gift takes no responsibility for the content of external Internet Sites.
11. Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary information.

12. If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this site relating to specific material then the latter shall prevail.
13. If these Terms and Conditions are not accepted in full, the use of this site must be terminated immediately.

### **Kenzie's Gift Privacy Notice**

All information collected on Kenzie's Gift Web Site is treated as private.

Kenzie's Gift does not sell or rent user information to anyone.

Kenzie's Gift uses the information we collect about you to manage and process online purchases. We also use it to help us understand more about how our site is used. If you agree during the purchasing process, we will also use it to send you communications that may be of interest to you, either electronically or otherwise.

When you are using Kenzie's Gift website and are asked for personal information, you are sharing that information with Kenzie's Gift alone unless stated otherwise.

Transactions on our site are secured using industry-standard 128-bit SSL encryption from ASB Bank. We believe that this ensures the highest level of security between your PC and our web servers.

During the payment process your details are sent to our payment partner Paystation and ASB Bank for payment verification and processing. These details have the security offered by ASB Bank and are discarded by Paystation once payment has been taken.

Kenzie's Gift will not disclose any of your personally identifiable information, except when we have your permission or under special circumstances.

If you indicated that you are interested in receiving regular information about Kenzie's Gift we will send you communications regarding our work and activities, either electronically or otherwise.

Kenzie's Gift is committed to taking reasonable steps to protect individual identifying information provided to us.

Children should always ask a parent for permission before sending personal information to anyone online.

Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. While Kenzie's Gift strives to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.