

Terms & Conditions for Digital Subscriptions

These terms apply to all purchases of a NZME Digital Subscription. By purchasing a NZME Digital Subscription you accept these terms and you also agree to Our [NZME Network Website Terms of Use](#). If inconsistent with the NZME Network Website Terms of Use, these terms will apply.

You also agree that we will collect, hold, use and disclose your personal information in accordance with our [Privacy Policy](#). Key terms of our current Privacy Policy are summarised further below at clause 8.

If you have any queries about your Digital Subscription please visit the help pages on our website at nzherald.co.nz/account/help/ or contact our contact centre on 0800 100 888.

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1. Use

All Digital Subscriptions and content accessed through your Digital Subscription are for personal use and cannot be used for any commercial purpose. You may not on-sell Digital Subscriptions or content to any third party. No content may be reproduced, published or transmitted without Our prior written consent.

2. Auto-renewal and cancellation

Your Digital Subscription **will automatically renew** at the end of the applicable subscription period for a further period of the same length, **and will continue to renew at the end of each additional subscription period, until cancelled or terminated**. You must cancel your Digital Subscription before it renews to avoid paying for future subscription periods. Digital Subscriptions cannot be paused or suspended.

You can cancel your Digital Subscription at any time by following the instructions on your account details page on nzherald.co.nz.

Cancellation will take effect at the end of your current subscription period. You will not receive a refund for any unused portion of your current subscription period. Your Digital Subscription will continue until the end of your current subscription period.

Notwithstanding the above, if you fail to cancel your annual Digital Subscription before its renewal date, but you call us on 0800 100 888 within 30 days of renewal to cancel your Digital Subscription, your Digital Subscription will be cancelled and you will receive a full refund for the renewal term.

3. Cost and Pricing

The price and any specific terms relating to your Digital Subscription will be confirmed to you when you subscribe. You can also find the specific details relating to your Digital Subscription, including the price and date of your next scheduled payment, by visiting your account details page on nzherald.co.nz. The price is in NZ dollars and includes GST. International Digital Subscriptions do not attract GST.

4. Payment

Digital Subscriptions are pre-paid. We will deduct the price of your Digital Subscription at the time you purchase your Digital Subscription (or if you have signed-up for a free-trial, at the end of the free-trial period) using the credit card details you have provided, and then automatically at the beginning of each subscription period until your Digital Subscription is cancelled or terminated.

It is your responsibility to provide valid credit card details and an email address, and to ensure those details are kept up to date at all times. If your credit card expires, we will continue to charge you using the credit card account details you provided at the time you purchased your Digital Subscription. You authorise us to deduct the price of your Digital Subscription from your credit card account even if your credit card expires during any subscription period.

If we are unable to contact you or deduct the price of your Digital Subscription we will retry for a minimum period of 14 days, after which time your Digital Subscription may be cancelled at our discretion. We reserve the right to change the timing of our billing, particularly if your method of payment fails at any time.

5. Changes to pricing

We can change the price of any Digital Subscription packages and the amount that you pay (to be effective at the start of your next subscription period) at any time as long as we notify you. Once we notify you of a change in the price, you will have the opportunity to cancel your Digital Subscription (to be effective at the end of the then current subscription period). If you don't cancel, you will be charged the new price at the beginning of your next subscription period.

6. Special offers on Digital Subscriptions

From time to time, we may offer different Digital Subscription and special promotions. We reserve the right to change and/or withdraw any offered Digital Subscription or special promotion at any time.

We may make special offers on Digital Subscriptions that are available to new subscribers only. To be eligible as a new subscriber you must not have had an NZME Digital Subscription in the previous 12 months.

If you sign-up for a new subscriber special offer, we will tell you the special terms relating to that offer at the time you sign-up. These are one-time offers and you will not be able to cancel your new subscriber Digital Subscription and then re-subscribe on the same terms. We can amend or withdraw these special offers at any time.

7. Personal Information and Communication

You are responsible for any errors in contact information and order and payment details that you provide to us.

You can update your credit card details or make changes to your information by visiting the account details page on nzherald.co.nz. If you have a print subscription as well you may have to call us on 0800 100 888.

8. Privacy

By purchasing a subscription, you agree to our Privacy Policy.

You agree that we can ask for any information about you in accordance with the Privacy Act and our Privacy Policy. To find out more, you can see our Privacy Policy on our website. We can change our Privacy Policy from time to time.

Some key terms of our current Privacy Policy are summarised below.

You agree that we can use your personal information for the following purposes:

- (a) to provide you with Digital Subscription newsletters as part of your subscription;
- (b) communications about competitions and other offers that we think might be of interest to you;
- (c) administration purposes such as billing or to contact you about changes to your subscription;
- (d) for verification of your identity and assisting you in case you forget your password or login details where these are necessary to access any of our products or services;
- (e) for authorising and processing credit card transactions which you enter into online;
- (f) to assist in providing the products and services requested by you, including by sending you service communications relating to the services you have opted into;
- (g) to provide information to you about other websites, products and services, which we consider may be of interest to you;
- (h) to identify and prevent harm to us or others, including detecting fraud, spam, data security incidents, and other harmful activity;
- (i) to measure and improve our advertising and for other marketing, promotional and publicity purposes, including carrying out direct marketing, market research and surveys;
- (j) to sell advertising space on our sites and ensure that you are shown the advertising and information that is most relevant to you and your interests; and
- (k) for any other uses that you authorise.

You may share or disclose:

- (a) information that we gather, including your personal information, with our related companies;
- (b) third party service providers so they can help us provide and manage our services (e.g. they help us with service functionality, customer service, billing and invoicing, and conducting research and analysis);
- (c) aggregated tracking information (that is information about our users that we anonymise and combine so that it no longer identifies any individual user) and other information that does not personally identify you to third parties (such as our advertisers and partners) for

business purposes such as helping with market analysis, audience profiling, marketing and advertising;

- (d) non-personal information such as hashed data, click stream information, browser type and information about your interactions with advertisements;
- (e) your personal information with third parties when we believe in good faith that we are required to do so by law; and
- (f) your personal information to other third parties provided we have your prior authorisation.

You agree to check the Privacy Policy regularly and to let us know if you object to any use or disclosure.

Further information about what information we gather, how we use it, and to correct or change it can be found in our [Privacy Policy](#).

9. Communication and notices

You can manage communications from us at any time by visiting your account details page on nzherald.co.nz. We can communicate with you, and give you notice in writing to the most recent email on your account. You can communicate with us, and give us notice, by calling 0800 100 888 or emailing us or by writing to us at NZME, Subscriber Service, PO Box 706, Shortland Street, Auckland 1140.

10. Changes to this agreement

We can change these terms at any time by providing at least 14 days' notice to you. We can make changes to the content, inclusions, features and structure of any Digital Subscription package at any time. We can change the price of your Digital Subscription in accordance with these terms.

We can terminate or suspend your Digital Subscription at any time and for any reason (including if you fail to pay the subscription fee, if we suffer technical difficulties, or for security reasons). If we terminate your Digital Subscription, you might receive a pro-rata refund or credit (at our discretion) of any subscription fees paid in advance, unless we have terminated your Digital Subscription because you have breached these terms.

11. Liability

To the extent permitted by law, we are not liable to you for any loss or damage incurred by you in connection with your Digital Subscription, whether direct, consequential, special, indirect or other loss or damage.

In any case, our maximum liability to you is limited to the value of subscription fees paid by you within the 3 months preceding any loss or damage incurred by you in connection with your Digital Subscription.

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