

## Newspaper home delivery - terms and conditions

These terms apply to all print subscriptions for publications that are published by NZME Publishing Limited (NZME) (together, the Publications). By purchasing a print subscription for a Publication you accept these terms and you also agree to Our <u>NZME Network Website Terms of</u> <u>Use</u>. 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 <u>Privacy Policy</u>. Key terms of our current Privacy Policy are summarised further below at clause 11.

If you have any queries about your subscription please visit the <u>help pages</u> on our website (at nzherald.co.nz/account/help/) or contact our contact centre on 0800 100 888.

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All subscriptions and content provided as part of your subscription are for personal use and cannot be used for any commercial purpose (although making printed material you have purchased available for reading free of charge at your business premises is permissible). You may not on-sell subscriptions or content in the Publication to a third party.

#### 2. Delivery

Unless specific arrangements are made, all subscriptions are priced for delivery to New Zealand addresses only.

We will deliver the number of copies of the version of the selected Publication that you have ordered to your specified address (provided it is within our distribution network) at the frequency you have nominated (except where we elect not to deliver on Good Friday or Christmas Day in your area, or on days when we are unable to deliver due to circumstances beyond our control, in which case we will credit your account for the day we do not deliver).

NOTE: We take no responsibility for the safe delivery of your Publication if you have not provided a suitable letterbox or receptacle to receive delivery of the Publication.

#### 3. Digital access to NZ Herald Premium

If you have a print subscription for a minimum of 5 days per week, you are entitled to complimentary access to NZ Herald Premium for the duration of your print subscription term. If eligible, you can activate your complimentary access to NZ Herald Premium by following the instructions at <u>www.nzherald.co.nz/activate</u>. If you have a print subscription for less than 5 days per week, you can purchase NZ Herald Premium digital subscriptions

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at a discounted rate. Please contact our contact centre on 0800 100 888 for further details. The NZME Terms & Conditions for Digital Subscriptions apply to all print subscribers that access NZ Herald Premium (either through a complimentary subscription or otherwise).

# 4. Price and payment Pricing

The price of your subscription will be confirmed to you when you subscribe. The price is in NZ dollars and includes GST. International subscriptions do not attract GST.

# 5. Changes to pricing

We can change the price that you pay as long as we provide at least 3 days' notice to you. Where you have paid your subscription in advance, price changes will take effect from any renewal of your subscription. If you do not wish to continue with your subscription at the new price, you can cancel your subscription by calling us on 0800 100 888. Cancellation will take effect at the end of your then current subscription period.

## 6. Gift subscriptions

You can only gift subscriptions to people who are not already a subscriber. The full price for any gift subscription will be charged at the time of purchase, and is non-refundable. Gift subscriptions deliveries will commence after the first payment is received.

## 7. New subscriber special offers

From time to time, we may offer special subscription packages that are only available to new subscribers to the relevant Publication. To be eligible as a new subscriber you must not have an existing subscription to the relevant Publication or have had a subscription to that Publication in the previous 12 months. We may take the home delivery address and/or billing address into account when assessing your eligibility as a new subscriber. We can amend or withdraw these new subscriber special offers at any time and we will confirm the terms that apply to your subscription when you sign up for the offer.

# 8. Account credits

Account credits cannot be applied against any promotional subscriptions or special offers (eg. free trials or gift subscriptions).

#### 9. Payment

You agree to pay your account by the due date shown on the invoice sent to you, or, if you have agreed to pay by direct debit, secure DPS or your credit card, we will deduct the subscription price due on the same date each month until and unless you notify us that you want to stop or cancel your subscription in accordance with these terms

## **10. Personal Information and Communication**

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

## 11. 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 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;
- 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;
- (k) for any other uses that you authorise.

#### We may share or disclose:

(a) information that we gather, including your personal information, with our related companies;

(b) some of your personal information to our 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;

(f) your personal information to third parties when we believe in good faith that we are required to do so by law; and

(g) your personal information to other third parties provided we have your prior authorisation.

You are entitled to access, and request correction of, your personal information by writing to NZME at Private Bag 92198, Victoria St West, Auckland 1142 or calling 0800 100 888.

### 12. Communication and notices

By purchasing a print subscription, you consent to receiving promotional and marketing communications via email from us, including about competitions and offers.

We can communicate with you and give you notice in writing to the most recent email or physical address you have given us, or by calling the most recent telephone or mobile number you have given us. You can communicate and give us notice by calling 0800 100 888, emailing us or by writing to us at: NZME, Subscriber Service, PO Box 706, Shortland Street, Auckland 1140.

Where we use your personal information for marketing and promotional communications, you can opt out at any time by clicking the 'unsubscribe' function on any electronic message or by contacting us.

#### 13. Changes by us

We can change these terms at any time by providing at least 14 days' notice to you. We can change the price of your print subscription by providing at least 3 days' notice to you. We can change the content, inclusions, features and structure of any Publication at any time, and content of the Publications (including any inserted sections or magazines) may vary depending on your location.

#### 14. Changes by you

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You can cancel your subscription by calling us on 0800 100 888. Cancellations of subscriptions are only effective at the end of the applicable period for your then current subscription. You can temporarily stop or suspend your subscription and change your delivery address or any other details by visiting our Subscriber Services page (subscriptions.nzherald.co.nz) or by calling us on 0800 100 888. The maximum period you can stop or suspend your subscription for is 90 days.

#### 15. Temporary Holds

If you are going to be away from your nominated delivery address then you can ask us to put a 'temporary hold' on your print subscription. If you put your print subscription on 'temporary hold', and you have both print and digital subscriptions, you will only be credited for your print subscription.

#### 16. Stop/suspension by us

We can stop or suspend your subscription at any time and for any reason (including due to unavailability of distribution services, or for security or technical reasons). If we stop or suspend your print subscription, you may receive a pro-rata refund or credit (at our discretion, exercised reasonably) of any print subscription fees paid in advance (unless we stopped or suspended your subscription because you have breached these terms).

#### 17. 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 print 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 print subscription fees paid by you within the 3 months preceding any loss or damage incurred by you in connection with your print subscription.

#### 18. Law

These Terms and Conditions are governed by, and construed in accordance with, the law in force in New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for any proceedings in connection with these Terms and Conditions.

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