

TERMS AND CONDITIONS OF USE

The following terms and conditions apply to all users of www.softballauckland.org.nz and to all purchases of goods from Auckland Softball Association's e-Shop. By viewing and using the website or e-Shop you will be deemed to agree to these terms of use without qualification. If you do not agree to be bound by these Terms, you should discontinue viewing www.softballauckland.org.nz or using our e-Shop.

COPYRIGHT:

The contents of the website are the copyright of Auckland Softball Association. No part of the website may be distributed or copied for any commercial purpose and you may not incorporate any part of it in any other work.

DISCLAIMER:

www.softballauckland.org.nz makes information and material available to you as a service. Use of the website material is at your own risk. We are not responsible for any adverse consequences arising out of the use of information contained on the website. We do not give any warranty of accuracy or reliability of information contained on the website to you or any other person.

LIMITATION OF LIABILITY:

Our liability for any claim, damages, loss, or expense related to the supply by www.softballauckland.org.nz of goods or services, is limited to the cost paid by you for the goods or services and except where statute expressly requires otherwise. To the fullest extent permitted by law we will not be liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by you or any other person.

EXCHANGE POLICY:

The Consumer Guarantees Act sets out minimum standards for goods sold by www.softballauckland.org.nz. In the event that goods sold are not of good quality or are faulty, we have the right to repair, replace or a refund you for the product. If you feel this is the case, please contact us at manager@softballauckland.org.nz

EXPORT RESTRICTIONS:

Products for sale through our website are available for delivery to addresses within New Zealand only. We are unable to send products to any addresses outside New Zealand.

RETURNS POLICY:

Auckland Softball makes every effort to provide detailed descriptions and quality photography of all products. Where able, the products are directly supplied by the manufacturer. As a result we do not accept returns except where the basis of the return is covered by the Consumers Guarantees Act or Fair Trading Act. So when you are selecting and finalising the purchase of your products please take time to do so thoroughly.

ADVERTISED GOODS:

Where goods are advertised with reference to a photograph, we cannot guarantee that your

monitor's display of any colour will be accurate. We will endeavour to deliver the corresponding goods but do not warrant that the goods we deliver to you will be identical to those displayed in the photograph or on your monitor. If you are unsure, please get in touch and we can help describe the item in person.

PRICE:

All prices are stated in New Zealand Dollars and include GST. We may alter prices without notice. Handling and courier fees are additional to the cost of product, and will be calculated and displayed at the checkout.

SUPPLY:

On receipt of a purchase order we will endeavour to supply you with the goods but we will not be liable to any person if we decline to fulfil, or are unable to fulfil, an order.

THIRD PARTY:

The contents of www.softballauckland.org.nz may include links to third party materials. We will not be responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. These links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the site or any association with their operators.

DELIVERY POLICY:

Auckland Softball purchases should reach addresses within 2-4 working days (please allow additional time for weekends and public holidays). Please allow for up to 5 working days for deliveries to rural areas. You may contact manager@softballauckland.org.nz should you wish to query the dispatch of your item. You will be automatically emailed the track and trace number of your purchase upon dispatch from our office in Auckland, along with the link to our courier company so you may track your purchase.

PRIVACY POLICY:

We collect and hold personal information that you voluntarily fill out in forms on our website or online shop, such as your name, delivery address and email address. We store this information with Storbie (our e-Shop provider) and Sportsground (our website provider) both of whom have their own privacy policies that preclude their use of this data other than for the purpose it was provided.

We do not collect or store credit card information when you purchase goods through our e-Shop. We use Storbie as our e-Shop provider and you can read the Storbie Privacy Policy at www.storbie.com/privacy-policy. We have configured Storbie to use eWAY for credit card processing. eWAY is Level 1 PCI DSS Compliant, as externally audited by Stratsec (QSA) ensuring the highest security standards set by Visa and MasterCard, with the same levels of data security as the largest banks in the world.

When you use our website shop a cookie (which is a small text file) will be loaded onto your computer. The purpose of the cookie is to identify you during your session. You can change the settings on your browser so that you will not receive any cookies. However, if you choose to do this you may not be able to make a purchase or use other functions on our website.

We and our service providers use your personal information to supply you with the goods and services you have purchased from us, to obtain payment, to contact you in the event that there is a problem with filling your order. We and our service providers can use your personal information in an aggregated form in which you cannot be identified (for example, to analyse sales patterns).

Except as identified in the last paragraph, we and our service providers will not otherwise use that information (for example, your personal information will not be provided to others for purposes other than as outlined in the last paragraph, such as selling customer lists (unless required to do so by law)).

If you haven't correctly provided your information to us we may not be able to deliver the goods and services to you properly, or provide you with a refund if we've decided to refund any money to you. We reserve the right to cancel your order if you supply us with incorrect information.

Under the Privacy Act 1993 you have rights to access and correct the personal information you provide to us.

We may update this Privacy Policy from time to time by placing an amended version of the policy on this website. Please check the website regularly for changes to this policy. Once the Privacy Policy is changed your ongoing use of this website or our e-Shop indicates your acceptance of the changes.