

Tasman Liquor Company Limited - Website Terms & Conditions

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Variation: TLC may alter these Terms from time to time by posting the altered version on this website. You should visit the website regularly to keep up to date with any alterations. By continuing to use this website, you accept the Terms current at the time you access and use it.

Trading relationship: If you have a trading relationship with TLC, that trading relationship is governed by a separate agreement between you and TLC. However, these Terms also apply to your use of this website.

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Viruses: You are responsible to protect your computer from malicious or destructive content and programs such as viruses, worms and trojans, and to protect your information as you deem appropriate.

Use of this website: You agree to comply with all domestic and international laws applicable to your use of this website. Without limitation, you agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this website, including by uploading or transmitting through the website any viruses, worms, trojans or other potentially destructive programs designed to interfere with, interrupt or disrupt the normal operating procedures of this website or any computer. You must not

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If applicable law prohibits the exclusion of any of the Warranties referred to above, to the extent legally permitted, TLC limits its liability for breach of any such Warranties to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at TLC's discretion.

Limitation of liability: To the extent legally permitted, TLC is not liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type related to or arising from: (a) this website; (b) any use of this website or of any site or resource linked to, referenced or accessed through this website; or (c) the use or downloading, or access to, any materials, information, products or services, including, without limitation, any lost profits, business interruption, loss of opportunity, lost savings or loss of programs or other data. These exclusions apply even if TLC is expressly advised of the possibility of such damages and extend to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal causes of action. To the extent that the above exclusion of liability is unenforceable, invalid or ineffective for any reason, it will be severed from these Terms and TLC's maximum aggregate liability to you for all losses, damages and other amounts referred to in the above exclusions of liability under any cause of action referred to in the above exclusion of liability is limited to NZD\$100.00.

Indemnity: You agree to indemnify, defend and hold harmless TLC from and against all losses, expenses, claims, proceedings and damages of every kind due to or arising out of any violation of these Terms, the rights of another party or any applicable law or arising out of any activity related to your account, by you or any other person accessing this website using your Internet account. The indemnity in this clause extends to and applies for the benefit of TLC's officers, directors, employees, agents, contractors, licensors and suppliers.

Password security: If you are allocated a password to access any part of this website, you are responsible to prevent the password being disclosed to any third party.

Privacy: Your privacy is important to TLC. By providing your details to TLC via the website, you consent to TLC maintaining, recording, holding and using that information to process orders, to improve service to customers and to inform you of promotions. Further information about the collection and use of your personal information is contained in our Privacy Policy.

Applicable law: These Terms are governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.