Terms & Conditions for REINZ Events and Education Events

This website ("the Website") is owned and operated by the Real Estate Institute of New Zealand Incorporated ("REINZ" or "we", "our" or "us").

When you visit or use this Website and the services provided through this Website ("Service") at https://www.reinz.co.nz/, you are agreeing to be bound by the Terms and Conditions. REINZ reserves the right to update or alter any of the Terms and Conditions including the Privacy Policy at its discretion. If you continue using the Service, then you will be bound by all changes made to the Terms and Conditions. If you do not agree to these Terms and Conditions, please discontinue use of the Service. Please review these Terms and Conditions before purchasing a ticket (if applicable) or registering for an Event. It is advised that members/non-members obtain travel insurance.

Reference to 'Event(s)' in these Terms and Conditions means REINZ Events held by the REINZ Events Department or Education Events held by the REINZ Education Department (whichever applicable).

1. Privacy Policy

1.1 In connection with your use of the Service, please refer to our Privacy Policy, located at <u>https://www.reinz.co.nz/Web/REINZ-Member-specific-privacy-policy.aspx</u> and <u>https://www.reinz.co.nz/general-privacy-policy</u> to allow you to acquire an understanding on how we use the information we collect from you when you access, visit or use the Service. Please note that by agreeing to our Terms and Conditions, you are also agreeing to the terms of the Privacy Policy. Use of the Service is deemed acceptance of our Terms and Conditions. Where you are a non-member, your personal information such as your full name, email, phone number and address is collected for the purposes of providing the service to you and in accordance with clause 10 of these Terms and Conditions.

2. Intention

2.1 REINZ is committed to developing and enhancing the real estate industry by providing excellent customer care and upholding excellent standards of practice that are open, ethical and honest.

We feel that it is important to look after and support one another. One way of achieving this is through creating events for the benefit of our industry.

3. Browsing our Service

3.1 You are permitted to browse the Service without registering however, you will not be able to sign up for relevant emails, in the case of being a registered user.

4. Provision of Information

4.1 You are obliged to provide truthful and accurate information when using this Service. The information that you provide must not be in contravention of any laws or regulations.

5. Force Majeure

5.1 REINZ has no liability for any lack of performance, unavailability or failure of REINZ to comply with these Terms and Conditions where the same arises from any cause reasonably beyond the control of REINZ, considered as a 'Force Majeure Event'. For clarity, Force Majeure is an event or occurrence which is beyond the party's reasonable control (including without limitation, acts of God or the public enemy, flood,

earthquake, storm, lightning, fire, explosion, epidemic, pandemic, war, embargoes, riot or civil disturbances, sabotage, expropriation, confiscation or requisitioning of facilities, orders or temporary or permanent injunctions of any central or local Government other regulatory authority or of a duly constituted court of competent jurisdiction).

6. Partial Invalidity

6.1 Any term or condition that is held to be invalid, unenforceable or illegal will be severed from the terms and conditions, which shall continue in full force.

7. Intellectual Property Rights

- 7.1 REINZ owns all proprietary and intellectual property rights in the Website (including but not limited to text, logo, trademark, icons, branding and graphics).
- 7.2 You may not without our prior written permission:
 - 7.2.1 Modify, reproduce, store, distribute, copy, print, display, perform, publish or create derivative works from any part of the Website; or
 - 7.2.2 Commercialise or on-sell any information acquired from any part of the Website.

8. Prohibited Activities

- 8.1 You agree that you will not:
 - 8.1.1 Use the REINZ name, logo, trademark or branding in a way that may confuse people about your affiliation with REINZ;

8.1.2 Use the Service for any unauthorised purpose such as obtaining usernames and/or email addresses of other users for the purpose of sending unsolicited electronic communications;

8.1.3 Provide false and misleading identification information, or invade the privacy of the personal or proprietary right, of any person or entity;

8.1.4 Disable or interfere with security related features of the Service;

9. Social Media

9.1 If you choose to access or use any of REINZ social media pages such as Facebook, Twitter or YouTube, we ask that you follow the below guidelines:

9.1.1 Please be respectful and courteous. We do not accept bullying, name calling, discrimination, sexual harassment or gruesome language.

9.1.2 All postings should come from a real person. We will delete any postings from our social media pages if we believe they are derived from fake or anonymous profiles.

9.1.3 We welcome constructive feedback and would like to hear about your complaints/concerns regarding the Service before you share them publicly with others, with the aim of resolving them. Please email us your feedback, complaint, concern or idea to events@reinz.co.nz.

10. Privacy

10.1 REINZ collects personal information (as that term is defined in the Privacy Act 2020) about you through your use of the Website, your access to REINZ's Events including but not limited to:

10.1.1 Your registration details; and

10.1.2 Information relating to your use of the Website and the content you access.

10.1.3 You agree that REINZ may use this personal information to assist REINZ to provide member benefits to you for internal research purposes, to verify your identity, for promoting and marketing other member benefits to you, marketing REINZ products or services of its sponsors and partners, and for any other use that you authorise.

10.1.4 Where you are a non-member, you agree to REINZ contacting you with further information about how to become a REINZ member, and you agree to receiving communications on any promotional, marketing and publicity activities that REINZ may offer.

11. Governing Laws

11.1 These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand.

12. Registration

12.1 By registering with REINZ to attend the Event, you accept the following terms and conditions and agree to be bound by them:

12.1.1 You can print your ticket(s) (if applicable) immediately following successful payment by following the instructions on-screen.

12.1.2 A confirmation email will also be sent to the email address provided by you. Please ensure that your email details are accurate.

12.1.3 All prices for tickets (if applicable) or registrations are in New Zealand Dollars.

12.1.4 The Event may have a restriction on numbers. We will inform you if this is the case.

12.1.5 All bookings must be accompanied by full payment.

12.1.6 Bookings will not be confirmed until payment is received in full.

12.1.7 Payment is due immediately.

13. Refund

13.1 All cancellations must be in writing.

13.2 For Event bookings cancelled by you within 5 working days of the Event date, a full refund will be provided.

13.3 No refunds will be provided, where you cancel a booking less than 5 working days of the Event occurring – see terms above.

13.4 Cancellation must be provided in writing to events@reinz.co.nz

13.5 If the Event is cancelled due to circumstances beyond our control, (see clause 5 'Force Majeure'), REINZ is under no liability to you and may cancel and issue a full refund or postpone the Event.

13.6 Resale of tickets (if applicable) for a premium is prohibited.

13.7 You may transfer your registration to another member of REINZ for Memberonly Events or another person, provided that you email us the name, company and email address of both of you and the person receiving the registration, at least 5 working days before the Event.

14. Event Changes

14.1 REINZ reserves the right to make changes to Event programmes including but not limited to changes to performers, speakers, date(s), prices, content, location, delivery (virtual), timing, venue or any other aspect of the Event; (i) postpone the Event or any part of the Event; or

(ii) cancel the Event or any part of the Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by you, as a result, of, or, in relation to REINZ modifying, postponing or cancelling the Event or any part of the event.

14.2 We endeavour to notify you of any changes as soon as reasonably practicable

15. Attendance

15.1 You are required to hold a valid registration or ticket (if applicable) to attend the event.

15.2 All attendees must comply with all security requirements and Event protocols including but not limited to you and your belongings being searched on entry or confiscation of any prohibited items.

16. Event Media

16.1 REINZ reserves the right to use photographs and video recording for promotional purposes

16.2 If you attend REINZ Events, you agree for REINZ to take photographs and video recordings and you authorise publication of such footage on the Website and our social media platforms.

17. Conduct of attendees

17.1 REINZ reserves the right, without providing refunds or compensation, to refuse admission or remove any person in circumstances that REINZ deems appropriate (for example physical or verbal abuse and inappropriate behaviour).

18. Damage liability

18.1 REINZ does not accept any liability for any damage to you and/or your property arising as a result of attending one of our Events or Events we promote on behalf of a third party.

18.2 You agree to meet the full costs of a claim made against you where you are found at fault for any damage to the venue.

18.3 You agree to indemnify and hold REINZ, its affiliates or representatives harmless from and against any claims, proceedings, losses and damages.

19. Security

19.1 If in the opinion of REINZ, it is necessary to employ staff for the purpose of maintaining security at any event to be held by REINZ, the cost of employing such staff shall be added to the Event charge, payable by you.

20. Termination

20.1 REINZ expressly reserves the right to terminate or alter any member benefits, or any aspect of the operation, of REINZ at any time without notice.

20.2 Any breach of these Terms and Conditions whether intentional or otherwise may result in termination of membership, cancellation or member benefits, or both, at the sole discretion of REINZ.