

E-marketing Disclaimer

MAINSTREET OREWA INC T/A DESTINATION OREWA BEACH

Terms and Conditions

BACKGROUND

You are reading a legal document which is the agreement between you, the Customer (whom we refer to as "you", "your" or the "Customer" in this document) and us. We are Destination Orewa Beach and we are the owner of this website (and we refer to ourselves as "Destination Orewa Beach", "we" or "us" or "our" in this document).

Please read this agreement carefully. By browsing, accessing or using this website or by using any facilities or services made available through it or by transacting through or on it, you are agreeing to the terms and conditions that appear below (all of which are called the "Agreement"). This Agreement is made between you and us.

We reserve the right to amend these terms and conditions at any time and it is your responsibility to review these terms and conditions on each occasion you download a Coupon.

For the purpose of this e-news Destination Orewa Beach is only providing free advertising. All coupon offers/discounts are the sole responsibility and liability of The Merchant providing the coupon offer. We do not accept responsibility for any viruses or similar carried with our email, or any effects our email may have on the recipient computer system or network.

E-NEWS COUPON REDEMPTION: Once you have printed the coupon the Coupon is redeemable by you from the Merchant stated on the Coupon. The Coupon Products for which the Coupon can be redeemed will be stated on the Coupon, together with the period of validity of the Coupon. The Coupon must be redeemed within the period of validity stated on the Coupon and you will not be entitled to any refund or credit from us for unused Coupons which have expired. Any attempt by you to redeem a Coupon contrary to the terms and conditions of this Agreement may render a Coupon void at our/or a Merchants discretion.

RESPONSIBILITY: THE MERCHANT, AND NOT MAINSTREET OREWA INC, IS:

1. The supplier of the Coupon Products;
2. Solely responsible for supplying you with the Coupon Products and for the Coupon Products themselves;
3. Solely responsible for redeeming any Coupon that you download from orewabeach.co.nz and
4. Solely responsible for compliance with all applicable laws, regulations and industry standards, including those laws, regulations and industry standards applicable to the supply of the Coupon Products.
5. Restrictions: The Coupon must be redeemed for Coupon Products.

6. Combination: It is at the discretion of the Merchant to determine whether a Coupon can be combined with any other promotions, Coupon, third party certificates or coupons.
7. Expiry: The Coupon (including, but not limited to, any discounts provided by the Coupon) expires on the date specified on the Coupon.
8. Status of Coupons: All Coupons are promotional Coupons and are subject to this Agreement and to any terms and conditions of the relevant Merchant.

MERCHANTS OBLIGATIONS

1. Merchant terms: Merchants who supply coupons will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.
2. Coupons on the Website via e-newsletters: It is your responsibility to ensure that any products, services or information available through the Website or the e-newsletter meet your specific requirements.

RULES ABOUT USE OF THE SERVICE AND THE WEBSITE

We will use reasonable endeavor's to correct any errors or omissions as soon as practicable after being notified of same. However, we do not guarantee that the Website will be free of faults (or coupons will be free of error) and we do not accept liability for any errors or omissions. In the event of an error or fault, you should report it to orewa@orewabeach.co.nz

INDEMNITY

You shall indemnify and keep indemnified us against each loss, liability or cost incurred by us arising out of:

- any claims or legal proceedings which are brought or threatened against us by any person arising from:
 - i) the use of a Coupon;
 - ii) the use of the Service, e-newsletter or Website; or
- any breach of this Agreement by you.