

TERMS AND CONDITIONS FOR USE OF WEBSITE

Pizza Club Takanini.

These Terms and Conditions of Use govern your use of this web site. Your use of this web site indicates your acceptance of these Terms and Conditions. If you do not agree to be bound by these terms and conditions you must stop accessing and using this website immediately.

Pizza Club Takanini may from time to time amend, update or change this web site including these Terms and Conditions at any time without prior notice. By continuing to use this website, you agree to be bound by these amendments.

PRIVACY

We collect personal information from you, including information about your:

- Full Name
- Contact information
- Location
- Computer or Network
- Billing or Purchase information

We collect your personal information in order to: Process your online orders

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at support@pizzclub.co.nz, or 09 268 2882, or 5/24 Sir William Ave , East Tamaki, Auckland.

By using this website, you will be deemed to agree to the Privacy Policy, which forms part of these Terms and Conditions of Use. If you do not agree to be bound by the Privacy Policy, you must stop accessing and using this website immediately.

INFORMATION ON THE WEBSITE

Publishing information about a product on this Website does not ensure its availability. Price information is subject to change without notice. Pizza Club Takanini does not undertake to keep this web site updated. Pizza Club Takanini is not liable to you or anyone else if errors occur in the information on this web site or if that information is not up to date.

LINKS TO THIRD PARTY WEB SITES

Pizza Club Takanini may provide links to web sites not operated by Pizza Club Takanini. These linked sites are not under the control of Pizza Club Takanini, and we are not responsible for the privacy practices or content of companies linked to our web site. Before disclosing your personal information on any other web site, we recommend that you examine the privacy policies of those web sites.

INTELLECTUAL PROPERTY RIGHTS

Other than the content you own, under these Terms, Pizza Club Takanini own all the intellectual property rights and materials contained in this Website.

Restrictions:

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing. Certain areas of this Website are restricted from being access by you and Pizza Club Takanini may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well. You are granted limited license only for purposes of viewing the material contained on this Website.

NO WARRANTIES

This Website is provided “as is,” with all faults, and Pizza Club Takanini express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

ONLINE ORDERING

Pizza Club Takanini provides an Online ordering facility for ordering pizzas and other items for delivery or pick up from a nominated store.

You can choose to register with the Pizza Club Takanini website whereby we hold your contact details and/or details of your last or preferred orders. We do not retain credit card or other payment details. Pizza Club Takanini does reserve the right to reject a registration.

Pizza Club Takanini agrees to execute all Orders in accordance with their terms but reserves the right to reject any Order in its absolute discretion.

If you place an order online you acknowledge and agree that Pizza Club Takanini is entitled to assume that any Order which is placed with Pizza Club Takanini via the online order facility using your details and which is accepted by Pizza Club Takanini is a valid Order on your behalf for which you are obliged to pay.

You acknowledge that:

- The Online ordering facility is provided in good faith, but Pizza Club Takanini does not guarantee its performance or availability.
- The Online ordering facility may be unavailable from time to time for regularly scheduled maintenance and/or upgrades.
- There are inherent hazards in electronic distribution and as such Pizza Club Takanini cannot warrant against delays or errors in transmitting data between you and Pizza Club Takanini including Orders, and you agree that to the maximum extent permitted by law, Pizza Club Takanini will not be liable for any losses which you suffer as a result of the Facility not being available or for delays or errors in transmitting Orders.
- If you have any allergies, including without limitation to dairy, nuts or gluten, or any special requirements for your food whatsoever, you must place your order directly to the store. Due to diverse Pizza Flavors and sauces which may contain nuts, we cannot guarantee that any of our meals are free from allergens which may cause allergic reaction.

- Actual product may differ from the images shown in this website.
- Additional Surcharge may apply for Public Holidays, additional Toppings, Half n Half Pizzas.
- Flavors, Toppings, Prices and Sizes may vary from branch to branch.

Please note that the delivery times and pick up times provided are estimates only. Pizza Club Takanini does not guarantee delivery or pick up times as delays may be experienced. Pizza Club Takanini reserves the right to terminate your account if it learns that you have provided false or misleading registration information, interfered with other users or the administration of Pizza Club Takanini services, or violated these Terms and Conditions.

You may not at any time be the holder of more than one registration with Pizza Club Takanini, whether by use of your own name, the use of aliases, or some combination thereof. In addition to its other rights, Pizza Club Takanini will have the right to terminate any registrations that are found to be duplicates, and to recover from the registered persons the amount of any credits or other benefits obtained this way.

You agree to fully indemnify and hold Pizza Club Takanini harmless from any claim, cost, demand or damage (including legal costs on a full indemnity basis) incurred or which may be incurred arising from a breach by you of these Terms and Conditions of Use.

LIMITATION OF LIABILITY

In no event shall Pizza Club Takanini, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Pizza Club Takanini, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

INDEMNIFICATION

You hereby indemnify to the fullest extent Pizza Club Takanini from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

VARIATION OF TERMS

Pizza Club Takanini is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

GOVERNING LAW & JURISDICTION

These Terms will be governed by and interpreted in accordance with the laws of the State of Country, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Country for the resolution of any disputes.

DISCLAIMER

Your use of the material contained on this web site is at your sole risk. Any information and data is provided on an as is basis and excludes any warranties which may be excluded by law. Pizza Club Takanini reserves to itself the right to change any of the material on this web site at any time.

**BY CONTINUING TO USE THE WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE
READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS.**