

Turners Live Terms

1. Definitions

- (a) Words capitalised in these terms which are not specifically defined will have the meaning set out in the Vendor Terms or Buyer Terms as applicable.

2. Turners Live

- (a) Turners Live is owned and operated by Turners Group NZ Limited (**Turners**).
- (b) By registering to use Turners Live you agree that you have read, understood and are bound by these terms.
- (c) Turners may modify, alter or otherwise update these terms and conditions from time to time. If Turners modify these terms they will send an email with the new terms to the email address you provided at registration or will require your agreement to the new terms before providing access to Turners Live. The current set of terms may be found at www.turners.co.nz/Company/Terms-and-Conditions.

3. Registration

- (a) Vendors and Buyers may use Turners Live by completing the registration form on-line at www.turners.co.nz.
- (b) By registering to use Turners Live you agree:
 - (i) To be bound to these terms, as modified from time to time by Turners; and
 - (ii) If you are a Buyer, the Buyer Terms and if you are Vendor, the Vendor Terms. All terms may be found at www.turners.co.nz/Company/Terms-and-Conditions; and
 - (iii) You agree to comply with all applicable laws and with these terms and conditions at all times when using Turners Live.
- (c) After registration:
 - (i) Turners reserve the right to request further information to verify any details provided during the registration process; and
 - (ii) You or Turners may at any time cancel your registration without notice at any time with or without cause and without giving any reason.

4. Passwords

- (a) When you register on Turners Live you may be asked for your name, email address and a password. Because your username and password allows online access to Turners Live, Turners advises you to keep your username and password secure and you should not give out your user name or password to any other person. Turners will never ask you to disclose your password.
- (b) Turners recommends the password you select should not relate to any readily accessible data such as your name, birth date, address, telephone number, driver's licence, licence plate or passport. Nor may it be an obvious combination of letters and numbers, including sequential or same numbers or letters. You are entirely responsible for maintaining the security of your login and password, and for all activity which occurs on or through your account, whether authorised or unauthorised. If any unauthorised party gains access to your username and password, please notify us immediately and change your password immediately. Turners shall not have any liability for your failure to comply with these obligations.

5. Credit Checking and Reporting

- (a) You understand and confirm that at the time of registering or any time after registration we may use and provide your personal information to a credit reporting agency (**Credit Agency**) to assist us in making a decision as to whether we permit you to use Turners Live and/or should you default in your payment obligations (**Purpose**).
- (b) You understand that:
 - (i) A Credit Agency will give us information about you for the Purpose.
 - (ii) We will give your personal and/or corporate information to the Credit Agency, and that Credit Agency will hold that information on their systems and use it to provide their credit reporting service.
 - (iii) When other Credit Agency customers use the Credit Agency credit reporting service, the Credit Agency may give the information to those customers.
 - (iv) We may use a Credit Agency credit reporting services in future for purposes related to the provision of credit to you. This may include using the Credit Agency's monitoring services to receive updates if any of the information about you changes.
 - (v) If you default in your payment obligations to us, information about that default may be given to a Credit Agency, and that Credit Agency may give information about your default to other Credit Agency customers.

6. Restrictions on Use of Turners Live

- (a) You agree not to:
 - (i) Use Turners Live in any unlawful manner or in any other manner that could damage, disable, overburden or impair Turners Live.
 - (ii) Use automated scripts to collect information from or otherwise interact with Turners Live.
 - (iii) Register more than once or register on behalf of another person or register on behalf of any group or entity unless you are authorised by that person in writing.
 - (iv) Impersonate any person or entity, or falsely state or otherwise misrepresent yourself.
 - (v) Attempt to gain unauthorised access to any portion or feature of Turners Live, or attempt to obtain any materials, information or documents through any means not purposely made available by Turners, including without limitation, hacking, password mining or otherwise accessing data without authorisation.
 - (vi) Test the vulnerability of Turners Live or any network connected to Turners Live or seek to trace any information on any other user of Turners Live.
 - (vii) Upload or use any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or Turners Live.

7. Auction Process

- (a) Buyers:
 - (i) Before bidding, the Buyer must ensure that the credit card provided at the time of registration (**Credit Card**) is valid and that there is at least \$500 credit available. Credit card details can be amended at any time at <http://www.turners.co.nz/myaccount> and clicking on ADD/EDIT DETAIL button and updating the Turners Live Bidding Status.
 - (ii) Bids are only accepted when you place a bid against the goods displayed on Turners Live and Turners acknowledges receipt of that bid.
 - (iii) When a reserve price has been met or exceeded, this will be indicated by a NOW SELLING message displayed on the auction stand and online.
 - (iv) Turners will give notice to the successful Buyer and forward a tax invoice by email to address nominated at the time of registration as possible after the auction closes.

- (v) The Buyer is deemed to have received the email notification as soon as the email leaves Turners email server and that notice is a sale for the purpose of clause 3.2 of the Buyer Terms.
 - (vi) The Buyer authorises Turners to debit the credit card provided by the Buyer at the time of registration with \$500 which shall be part payment of the Purchase Price.
- (b) Vendors:
- (i) Vendors may amend the Reserve Price at any time and authorise Turners to sell the Goods at the current Bid any time by clicking "REQUEST SELL NOW".
 - (ii) Instructions from a Vendor to "REQUEST SELL NOW" are:
 - (1) Effective when Turner's Live acknowledges the instruction is received.
 - (2) May be revoked by you at any time before the Goods are sold by clicking "Remove Request". Revocations are effective at the Auctioneers discretion, depending on progress of the Good through the Auction process.

8. Messages

- (a) If Turners Live enables a Vendor or Buyer to send messages to the auctioneer carrying out an auction, that message is received only when the auctioneer has acknowledged receipt of that message.
- (b) Turners excludes all liability in respect of any messages which are not received or able to read or understood by Turners during the course of the auction.

9. Exclusions of Liability

- (a) You acknowledge and agree that:
 - (i) Any information or material which you provide electronically through Turners Live is not confidential or proprietary and acknowledge that unprotected communication over the Internet is subject to possible interception, alteration or loss.
 - (ii) Internet transmissions are never entirely secure or private, and that any message or information you send to or through Turners Live may be read or intercepted by others.
 - (iii) Turners shall have no liability for the interception or 'hacking' of data through Turners Live by unauthorised third parties.
- (b) Turners does not represent or warrant that the information, services or materials accessed from or through Turners Live Website will be uninterrupted or free of errors, defects, viruses or other harmful components, or that any such problems which are discovered will be corrected.
- (c) Turners shall have no liability for:
 - (i) Bids not being processed or accepted due to technicalities or any other reason.
 - (ii) Any electronic communications by a Vendor or Purchaser to Turners during an auction not being received or actioned for any reason.
 - (iii) for any viruses or other detriment suffered by any person or their computer systems, as a result of the persons use of the on-line system Turners Live.
- (d) Nothing in these terms and conditions should be taken to limit the operation of the Fair Trading Act 1986 or the Consumer Guarantees Act 1993.

10. Intellectual Property

- (a) Information on Turners Live is owned by or licenced to Turners. All material on Turners Live, including without limitation, text, images, designs, graphics, pictures, video, software, music and sound files, the layout, the look-and-feel and any other information contained on or in Turners Live (collectively referred to as the Content) is subject to copyright, various intellectual property protections (registered and unregistered) and other proprietary rights.
- (b) You may not copy, reproduce, display, publish, upload post, transmit, store (including in electronic form) or modify in whole or part, whether in text, graphic, audio or video any part of the Content without the prior written permission of Turners. You may not upload or republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited.
- (c) Trademarks, logos, model names, brands and service marks (collectively referred to as Marks) displayed on Turners Live are registered or unregistered Marks of Turners or have been licenced to Turners. You may not use the any of Marks without the prior written permission of Turners.

11. General

- (a) Use of Turners Live and these terms shall be governed by the laws of New Zealand without reference to principles of conflict of laws. You agree to be bound by such laws and irrevocably agree to submit to the jurisdiction of the courts of New Zealand in connection with the interpretation or application of these terms. Those who choose to access Turners Live from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- (b) Where a Buyer uses Turners Live for the purpose of a business the Buyer agrees that the Consumer Guarantees Act 1993 does not apply.