

Website Terms

These terms apply to your use of the Website.

1. DEFINITIONS

Turners means Turners Auctions Limited and includes its subsidiaries.

Website means www.turners.co.nz and any derivative from that website.

2. TERMS AND CONDITIONS

2.1 **Ownership:** This Website is owned and operated by Turners.

2.2 **Use of this Website:** By accessing or using this Website you agree that you have read, understood and agreed to be bound by these terms. Your use of this Website is subject to the following conditions and all applicable laws. If you do not agree with these terms then you are not permitted to use or browse this Website.

2.3 **Modification to Terms:** Turners may modify, alter or otherwise update the terms applicable to this Website from time to time, with or without notice. It is your responsibility to regularly check this webpage to determine if there have been changes to these terms and to review such changes. You agree to check these terms and conditions and to be bound by such terms as are in effect at the time at which you access this Website. Turners will include the date of the terms at the bottom of each page to help you identify whether or not these terms have changed. Your continued use of this Website after any change constitutes your acceptance of any new terms.

3. CONTENT

3.1 **Copyright:** Information on this Website is owned by or licenced to Turners. All material on this Website, 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 this Website (collectively referred to as the **Content**) is subject to copyright, various intellectual property protections (registered and unregistered) and other proprietary rights.

3.2 **Restrictions:** 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.

3.3 **Trademarks:** Trademarks, logos, model names, brands and service marks (collectively referred to as **Marks**) displayed on this Website are registered or unregistered Marks of Turners or have been licenced to Turners for use on this Website by third parties. Turners is the owner or licensee of the Marks. You may not use the any of Marks without the prior written permission of Turners.

4. UNAUTHORISED USE OR INTERFERENCE

4.1 **Interference with the Website:** You may not:

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- (a) attempt to gain unauthorised access to any portion or feature of the Website, 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;
- (b) test the vulnerability of the Website or any network connected to the Website or seek to trace any information on any other user of the Website.
- (c) 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 the website.
- (d) use the Website in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website;
- (e) use automated scripts to collect information from or otherwise interact with the Website;
- (f) impersonate any person or entity, or falsely state or otherwise misrepresent yourself;
- (g) use or transmit the private information of any third party, including, without limitation, names, addresses, phone numbers and email addresses;

4.2 **Compliance with Laws:** You agree to comply with all applicable laws and with these terms and conditions at all times when using the Website.

5. **COOKIES**

5.1 **Use of Cookies:** Cookies are small files which are temporarily installed on your hard drive. This Website uses cookies solely to retrieve aggregate information to perform analyses of the characteristics and behaviours of Website users and in order to make improvements to the site. Turners uses cookies to keep track of their users' preferences and thereby design the Website to best meet users' requirements. This information is not used to identify individual Website users. Information collected using cookies includes non-personal information such as:

- (a) the Internet domain and IP address from which you are accessing the web site;
- (b) the browser and operating system you are using (e.g. Internet Explorer and Firefox or Windows and Mac);
- (c) the date and time you access the site; and
- (d) whether you arrived at the Turners Website via a link from another site and the address of such site.

5.2 **Consent:** By using this Website you consent to Turners collecting and using information collected from cookies. However, you can prevent cookies from being saved on your hard drive by selecting the appropriate setting on your browser – simply follow your particular browser's instructions. You may continue to use this Website even if you deactivate cookies, however deactivating cookies may mean that you might no longer be able to enjoy offers from Turners in their entirety.

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6. **INFORMATON, INTERACTIVE FEATURES AND SERVICES**

- 6.1 **Subject to change:** Turners may from time to time make information, interactive features, services and information available on the Website. Turners endeavours to ensure that all information (including product features, models, illustrations, representations, specifications and prices) whether alone or part of an interactive feature or service on this Website is accurate at the time uploaded to the Website. However product features, models, illustrations, representations, specifications and prices, are subject to change without notice and Turners makes no commitment or representation as to the information or the availability of any good or service.
- 6.2 **Indicative Only:** All information (including product features, models, illustrations, representations, specifications and prices) whether alone or part of an interactive feature or service and any visual representations provided by Turners is for information purposes only and is not intended to be relied or acted upon for any particular purpose.

7. **TURNERS VALUATION**

- 7.1 **Purpose:** The information provided by Turners through a service called Turners Valuation or Price Check is provided for information purposes only and is not intended to be relied or acted upon for any particular purpose.
- 7.2 **Estimated Sales Price:** The estimated sales prices (excellent, average and poor) are a guide which Turners determine after analysing the comparable sales data available for the 12 months preceding the date of your request and which reflects the criteria you entered into the Website. The estimated sales prices:
- (a) are based on comparable sales data and therefore subject to change on a daily basis; and
 - (b) include GST and the Buyer's Fee.
- 7.3 **Estimated Sales Price is Not a Valuation:** The estimated sales prices are not a definitive pricing or valuation tool. Turners Valuation or Price Check is not intended or designed to replace a specific assessment of a vehicle from a trained expert valuer. There are a number of other factors that should be taken into consideration when estimating the value of a vehicle, and these include (but are not limited to) location, colour and transmission type. If you require a valuation for insurance, finance, tax or any other reasons you should seek a specific assessment of the vehicle from a trained expert valuer.
- 7.4 **No warranties in respect of Estimated Sales Price:** Turners does not warrant that any of the estimated sales prices:
- (a) will be achieved at any auction of your vehicle.
 - (b) is a suitable replacement for a specific valuation of your vehicle;
 - (c) is suitable or sufficient for insurance, borrowing, tax or any other purpose.
- 7.5 **Comparable Sales Data:** The comparable sales data is sourced from actual car purchases made and recorded at Turners over the previous 12 months. The comparable sales prices used by Turners include GST and the Buyer's Fee.

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7.6 **No Guarantee:** While Turners has used reasonable endeavours to ensure that it has accurately reproduced information under the headings "Fuel Efficiency, CO₂ Emissions, Driver Safety Rates and Others' Safety Rating" (**Third Party Information**) and the accuracy of the comparable sales data, Turners does not guarantee any of the estimated sale prices.

7.7 **Third Party Information:** The Third Party Information is drawn from sources which are independent of and outside the control of Turners. Turners accept no responsibility or liability for the accuracy of this information.

7.8 **Refund Policy:** If you are charged for a Turners Valuation or Price Check but do not receive an email showing the estimated sale price and comparable sales data and Turners cannot resolve the issue within a reasonable timeframe, you will be entitled to a refund of the price paid. Refunds will not be available if you enter incorrect search data.

8. **ELECTRONIC MESSAGES**

8.1 **Consent to Receive Electronic Messages:** If you enter your email address into the Website then you have agreed to Turners providing you with unsolicited information about Turners products and services in electronic form to that email address.

8.2 **Electronic Messages:** Every unsolicited email which Turners sends you containing information about Turners products and services will include the following:

- (a) an unsubscribe facility which will remove your email address from Turners database within 5 working days of Turners receiving your unsubscribe request; and
- (b) the person at Turners who authorised the email to be sent and that persons contact details.

8.3 **Removal of your Email Address:** You may request that Turners delete your email address at any time by either contacting Turners in writing, email or using the functional unsubscribe feature on an email you may have received from Turners.

9. **ONLINE TRANSACTIONS**

9.1 **Location:** Turners is a New Zealand company and has its registered office at 1st Floor, Turners Auctions Building, Cnr Leonard & Penrose Roads, Penrose, Auckland.

9.2 **Price:** The price of any services or products on this Website is listed in New Zealand Dollars.

9.3 **Payment Services:** Where payment for any service is required Turners uses DPS Ltd to process those transactions. DPS will process your personal information.

9.4 **Security:** DPS uses a variety of technologies and procedures to help protect personal information from unauthorized access, use or disclosure. For example, DPS stores the data in computer servers with limited access that are located in controlled facilities secured by the latest in surveillance and security technology. When DPS transmits sensitive information (such as a credit card numbers), DPS protects it through the use of encryption, such as the Secure Socket Layer (**SSL**) protocol. Credit card details stored onsite are encrypted using 168bit 3DES encryption. DPS is a level 1 certified PCI-DSS compliant provider:

9.5 **PCI-DSS:** PCI-DSS is the Payment Card Industry Data Security Standard is a set of security requirements relating to the protection of card holder data. The standard is governed by the PCI Security Standards Council, an organisation put together by most of the major card

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schemes VISA, MasterCard, American Express, JCB and Discover. It's relevant for any entity that stores or transmits sensitive card holder data, that being generally things like the PAN (card number), Card security code, track data, PIN block. The current version of the standard is Version 1.2. Preceding PCI-DSS the card schemes had their own standards, the VISA Account Information Security (AIS) standard formed the basis to most of the PCI-DSS requirements.

10. **PRIVACY POLICY**

10.1 Turners privacy policy is in the terms and condition section of Turners website at www.turners.co.nz.

11. **OTHER SERVICES, AUCTION TERMS AND TURNERS LIVE**

11.1 **Specific Service Terms and Conditions:** Turners may offer other services from time to time and those other services may be subject to specific additional terms and conditions. Additional terms and conditions may be posted separately on the Website or these terms may be updated at any time to include those additional terms and conditions.

11.2 **Auction and Turners Live:** Terms for Auction Sales and Turners Live can be found by accessing the Website and clicking links to those services.

12. **EXCLUSIONS OF WARRANTY AND LIABILITY**

12.1 **Website availability:** Turners does not represent or warrant that the information, services or materials accessed from or through this 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.

12.2 **Website functionality:** Turners makes no representation or warranty regarding the functionality or condition of this Website, its suitability for use, or that its use will be uninterrupted or error-free.

12.3 **Website content:** Turners may update the information or materials on this Website from time to time and no assurance or warranty is given that information or material on this Website is up-to-date, accurate, error-free or complete.

12.4 **Links:** Links and references to other Websites may be included on this Website as a convenience only. Turners may not have reviewed and does not endorse or assume any responsibility for any other Websites, material posted on them, or products or services offered on those Websites.

12.5 **Transmitted Information:** Information or material which you provide electronically through your access to or usage of this Website is not confidential or proprietary and acknowledge that unprotected communication over the Internet is subject to possible interception, alteration or loss. Internet transmissions are never entirely secure or private, and that any message or information you send to or through the Website may be read or intercepted by others, even where a Website is stated as being secure. Turners shall have no liability for the interception or 'hacking' of data through the Website by unauthorised third parties.

12.6 **Overseas Use:** Turners makes no representation or warranty that the Website or its content are appropriate, available or lawful for use in any Country. To the maximum extent possible Turners excludes all liability in respect of any laws outside of New Zealand which may apply to a user or use of this Website outside of New Zealand.

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12.7 **Liability excluded:** Turners will not be liable to any person or entity for any damage, direct or indirect, incidental, special or consequential for access to, use of or inability to use this Website. Turners assumes no liability for errors or omissions in the content or any services available on this Website including any inaccuracies and for any non-compliance by any goods or services with any representations, illustrations, specifications, product features, colour or other information contained on this Website. This Website and all content, features, and services on this Website are provided "as is" without warranty of any kind, whether express or implied, including but not limited to implied warranties of fitness for a particular purpose or non-infringement.

12.8 **No Contracting Out:** 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.

13. **SECURITY**

13.1 **Passwords:** Where you register on the Website you may be asked for your name, email address and a password. Because your username and password allows online access to information you have stored 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.

13.2 **Password Security:** 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.

14. **MISCELLANEOUS**

14.1 **Right to suspend, alter or cancel service.** Turners shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any or all of services provided through or by this Website and/or substitute alternative services, which may or may not be interactive or transactional in nature.

14.2 **Contact Details:** If you have any further questions relating to these terms or the Website please contact Turners either by email at enquiry@turners.co.nz or by post to Turners Auctions, PO Box 112 022, Penrose, Auckland 1642 or by phone on 09 525 1920.

14.3 **Governing Law:** Use of this Website 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 this Website 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.