

Terms & Conditions

Important Rules

SMK NZ Ltd (Business Number/9429045892400) Trading as SMK Rotorua
Operating in New Zealand with NZ Dollars as a New Zealand Operated Business
Head office
40 Tuwharetoa Street and 25b Stanley Street
Taupo, 3330
New Zealand
(021) 132 1475
rick@smk.co.nz

With our Outlet operating from
Trade Central
Unit 11
1550 Amohau Street
Rotorua
(021) 1321475
rotorua@smk.co.nz

1. The SMK NZ Ltd mobile application (app) is operated by SMK NZ Ltd_LTD (9429045892400) and/or any of its franchisees, affiliates, subsidiaries or related bodies corporate (“SMK NZ Ltd or we, us, or our”)
2. SMK NZ Ltd_PTY_LTD registered business address is:
 - Street: 40 Tuwharetoa street
 - Suburb/Area: Taupo
 - Country: New Zealand
3. Information about:
 - how to register for the SMK NZ Ltd app
 - how to receive and redeem various services, rewards, gifts, prizes and/or promotions available to members of the SMK NZ Ltd app, which may include food/beverage items, non-food items, and/or promotional offers or information (Promotions),
 - how to use the app generally

forms part of these Terms and Conditions.

4. By applying to register for the SMK NZ Ltd app and/or downloading, accessing or using the app, you accept these Terms and Conditions.
5. If you do not agree with these Terms and Conditions, you should not use the Service.
6. We can change, suspend or terminate the Service (or any part of it) at any time without prior notice.
7. You may only join and participate in or use the SMK NZ Ltd app and provide personal information if you are a New Zealand resident aged 14 years or over. If you are under 18, you need your parent or guardian’s consent. Once you join or use the the SMK NZ Ltd app, you are bound by these Terms and Conditions, and your parent or guardian who provided consent (if applicable) will also be bound.

How to register for the SMK NZ Ltd app

8. You must register for the SMK NZ Ltd app to receive and redeem Promotions and use the app generally.
9. You cannot register for the SMK NZ Ltd app if you are under 14.
10. You can register for the SMK NZ Ltd app by downloading and registering in the app to create an account (Account).

11. The information that you provide in registering your Account must be current, correct and complete. You are only able to register and maintain 1 Account and the Account must be in your own name. You must not use another user's Account.
12. We can refuse membership and Account registration requests. This includes where you have previously been banned from the SMK NZ Ltd app or SMK NZ Ltd website.
13. We may refuse requests to log in to the app if they are the same as or similar to existing log-ins; or are inappropriate, offensive, obscene, abusive, defamatory or illegal; or infringe copyright, contain brand names, company names, or registered trademarks; or contain names of high profile or public figures; or contain words promoting political, religious, social, or economic issues; or use the name of another person.
14. We may ask you to produce identification to confirm your details and eligibility. If you choose not to provide identification we may cancel your Account.
15. You must keep your Account details confidential and you are responsible for any activity on your Account. You must immediately notify us of any unauthorised use of your Account or password or any other security breach. It is your responsibility to request we delete your Account when you no longer wish to be a user.
16. The SMK NZ Ltd app will continue for as long as we decide.
17. If we terminate the SMK NZ Ltd app, we will notify you using the SMK NZ Ltd app and via email. We will not be liable for the termination of the SMK NZ Ltd app or loss of your SMK NZ Ltd app Promotions.
18. We also run other promotions and competitions outside the SMK NZ Ltd app. They are run in accordance with their own terms and conditions.

The SMK NZ Ltd app

19. The SMK NZ Ltd app allows you to use the app to pay for products at participating SMK NZ Ltd locations. The app allows you to pay in-store at participating SMK NZ Ltd locations and order and pay for products for pick up at participating SMK NZ Ltd locations.
20. As the functioning of the closest location finder relies on third party systems, SMK NZ Ltd does not promise that the location finder will be available or accurate at all times. Opening and closing hours are correct at time of publishing but subject to variation.

Promotions

21. We may conduct surprises, offers, discounts, competitions, incentive programs or offers for SMK NZ Ltd app users (generally, Promotions). These Promotions are subject to their own terms and conditions as well as these Terms and Conditions.
22. We may offer services, rewards, gifts, prizes or other Promotions to SMK NZ Ltd app users (Promotions). The Promotions may be provided by us or a third party (Promotion Partner). The nature, quantity, availability and award of Promotions are in our absolute discretion.
23. To redeem a Promotion, you must follow the instructions provided by SMK NZ Ltd and/or the Promotion Partner. Any additional costs which may be incurred in redemption of a Promotion, such as travelling to and from a SMK NZ Ltd location, are your responsibility.
24. You must redeem a Promotions within the time stated. Otherwise, it will expire. There may be limits on the number of Promotions you can receive, or other conditions such as time of day, day, availability at particular SMK NZ Ltd location or similar. Subject to law, these are subject to change without notice.
25. Subject to law and these Terms and Conditions, we are not responsible if a Promotion is or becomes unavailable. Subject to law, we are not responsible for any variation in Promotion or their value.
26. Promotions cannot be used in conjunction with any other Promotion, claim, offer, upgrade, promotion or discount or similar.
27. It is your responsibility to ensure that Promotions are suitable for you.
28. SMK NZ Ltd or the Promotion Partner may ask you to provide photo ID to confirm you are the Account holder before you can redeem a Promotion.
29. Promotions must be taken as offered and cannot be sold, transferred, assigned or otherwise dealt with. Promotions are not replaceable if lost or stolen. Promotions will be declared void if stolen, forged, mutilated or tampered with in any way. Promotions are not exchangeable and cannot be taken as cash. We accept no responsibility for any tax implications - you should seek your own financial advice.

30. If a Promotion Partner is providing the Promotion, they are responsible for the Promotion, not us, and they are not our agent (and we are not their agent). You should address any queries about the Promotion to the Promotion Partner. Subject to law, we are not liable for availability, quality or fitness for purpose of Promotion offered by a Promotion Partner.

Sign In

31. In order to use the SMK NZ Ltd app in full, you must be a join of the SMK NZ Ltd app. When you create an Account for the app, you accept these Terms and Conditions in relation to the SMK NZ Ltd app.

Payment

32. Payments made through the SMK NZ Ltd app must be paid for by credit or debit card via the payment facility provided. This secure payment facility is provided by a third party payment gateway provider. We do not store your full credit card or debit card details. The User must connect a preferred payment method through the SMK NZ Ltd app, but our third party provider will store these details for future retrieval. User's expressly consent to us sharing their personal information to any third party payment provider we engage from time to time.
33. Requests for refunds should be directed to the manager/owner of the relevant locations.

Promotions & Vouchers

34. SMK NZ Ltd may provide specific promotional offers from time to time via the SMK NZ Ltd app to Account holders via any other means, such as emails. Some offers may not be available in all locations, may not be redeemable via the app, may only be available to particular users, may only be available online and may only be available for a limited time. Specific terms and conditions as applicable to a promotional offer will be stated at time of offer, and will apply in addition to these Terms and Conditions.

Pricing and Purchases

35. All prices are in New Zealand Dollars (NZD). Pricing is not real time but is correct at time of publishing. Prices may vary at time of purchase. We recommends you review your purchase prior to payment before deciding whether or not you wish to proceed with your purchase. We are not liable for any price variations or errors in pricing.
36. Purchase made using the app should appear on your bank/card provider statement as SMK NZ Ltd

General use of the SMK NZ Ltd app

37. You download, install, access and use the SMK NZ Ltd app at your own risk and cost, including Internet service provider costs.
38. All material and logos on the SMK NZ Ltd app remain our property.
39. You must not attempt to decompile, reverse engineer, disassemble or otherwise convert the SMK NZ Ltd app.
40. Use your own judgement when using the Service and take care of your personal safety. In particular, never use the SMK NZ Ltd app when driving.
41. We are not responsible for the content of any other websites, social media platforms or applications linked on the SMK NZ Ltd app. They may have their own terms and conditions.
42. The SMK NZ Ltd app may link to social media platforms and access information you have shared with those platforms, and/or contact you via those platforms or information (for example, sending an email directly to you to the email address provided to the Facebook platform).

Privacy

43. We collect, use and disclose your personal information in accordance with any privacy collection statement that we give you, and as stated in these Terms and Conditions.
44. We collect and use your personal information through the SMK NZ Ltd app for the purposes disclosed when we collect the information and to allow you to:
 - register an Account,
 - receive and redeem Promotions,
 - otherwise use and interact with the app,

and to allow us to:

- contact you with information about the SMK NZ Ltd app and SMK NZ Ltd's generally, including special offers, market research or marketing materials via any method;
 - share your information with our New Zealand and overseas related entities, officers and agents, third parties and promotional purposes, who may also contact you for similar purposes;
 - and use and disclose your personal information for other reasonable related purposes.
45. If you decide not to provide us with your personal information, that's ok, but we may not be able provide you with Promotions, or allow you to may payments using the app, and it may restrict your ability to use the SMK NZ Ltd overall.
 46. Keeping your personal information safe is important to us. Sometimes your information, including payment details that you provide for the SMK NZ Ltd app, will be processed and stored overseas by us or our service providers, and we have confidentiality and security requirements for processing and storage. However, security of communications cannot be guaranteed and to the extent permitted by law we are not liable for unauthorised access.
 47. When you use the SMK NZ Ltd app, you consent to our use and disclosure of the location of your device, so that we can provide the SMK NZ Ltd app functionalities to you, such as closest location finder.

General

48. We can monitor Account activity. We can terminate or suspend your Account and/or your SMK NZ Ltd app access in our discretion, including if we see signs of fraud, abuse or suspicious activity, or any breach of these Terms and Conditions. We reserve our rights in the case of any breach of these Terms and Conditions, our rights, or any unlawful activity.
49. If we believe you are using any automated software or other mechanical or electronic automated method to accept receive and/or redeem Promotions, or to take advantage of other promotions, we can suspend or terminate your Account, your ability to make payment with the SMK NZ Ltd app and/ or your SMK NZ Ltd app access.
50. To the extent permitted by law, the SMK NZ Ltd app is provided on an "as is" and "as available" basis without any warranties of any kind either expressed or implied. SMK NZ Ltd disclaims all warranties of merchantability, non-infringement and fitness for a particular purpose or that the SMK NZ Ltd app will be error-free or free from harmful code.
51. To the extent permitted by law, we have no liability for any loss or claim that you may suffer or incur as a result of your use of the SMK NZ Ltd app.
52. Our SMK NZ Ltd app comes with guarantees that cannot be excluded under the New Zealand Consumer Law. You have rights under the New Zealand Consumer Law for major and minor failures. In addition to other entitlements, for a major failure you may be entitled to a refund or compensation for the reduced value of goods or services. For a minor failure, we may choose to provide you with a replacement or refund for goods or services, or re-supply a service.
53. To obtain compensation, you will need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was a reasonably foreseeable consequence of our failure to comply with a consumer guarantee under the New Zealand Consumer Law.
54. The type of remedy we will offer you may vary depending on how long it takes you to make a claim.
55. Our decision in relation to all aspects of the SMK NZ Ltd is final and no correspondence will be entered into.

Governing Law & Amendments

56. These Terms and Conditions are governed by the laws of New Zealand and you consent to the jurisdiction of the courts having jurisdiction in that State and courts of appeal from them.
57. We may amend these Terms and Conditions, so you should check them from time to time. Your use of our Service, following any changes, is your acceptance of those changes.

Contact Details

You may contact SMK NZ Ltd via:

- Website: www.smk.co.nz
- Telephone: (021) 1321475
- Email: support@smk.co.nz

SMK NZ Ltd (Business Number/9429045892400) Trading as SMK Rotorua
Operating in New Zealand with NZ Dollars as a New Zealand Operated Business
Head office
40 Tuwharetoa Street and 25b Stanley Street
Taupo, 3330
New Zealand
(021) 132 1475
rick@smk.co.nz

With our Outlet operating from
Trade Central
Unit 11
1550 Amohau Street
Rotorua
(021) 1321475
rotorua@smk.co.nz