

Mobile Messaging Terms & Conditions

Effective Date: October 1, 2025

These Mobile Messaging Terms & Conditions (“Terms”) govern your participation in the mobile messaging program (“Program”) operated by **RSG New Zealand Limited** (“RSG”, “we”, “our”, or “us”). By enrolling in or using the Program, you agree to these Terms, which are in addition to our [Terms of Use] and [Privacy Policy].

1. Program Description

RSG may send you mobile messages, including:

- Updates about products, services, and promotions.
- Procedure notifications and reminders.
- Order confirmations, delivery information, or account updates.
- Educational or industry-related content.

Messages may be sent via SMS, MMS, WhatsApp, or other mobile messaging services. Message frequency will vary depending on your interactions with us.

2. Consent to Receive Messages

By providing your mobile phone number and opting in to the Program, you consent to receive mobile messages from RSG.

- Your consent is not a condition of purchasing goods or services.
 - Standard message and data rates may apply depending on your mobile plan. Please check with your mobile service provider.
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3. Opt-Out

You may opt out of receiving mobile messages at any time by replying with **“STOP”** (or the equivalent command indicated in the message).

- After opting out, you may receive a final confirmation message.
- If you re-enrol in the Program, you will again start receiving messages.

4. Privacy

We respect your privacy and comply with the **New Zealand Privacy Act 2020**. Personal information collected through the Program will be used only for the purposes described in these Terms and in our [Privacy Policy].

- We will not sell your personal information to third parties.
- We may share your information with trusted service providers who support our messaging services.

5. User Responsibilities

You agree to:

- Provide accurate and up-to-date mobile contact details.
- Notify us if your number changes or is reassigned.
- Not use the Program for unlawful purposes or to send unauthorised content.

6. Service Availability

- The Program may not be available at all times or in all areas.
- Message delivery may be delayed or fail due to carrier or network issues beyond our control.
- We are not responsible for any delays, costs, or damages resulting from such interruptions.

7. Limitation of Liability

To the maximum extent permitted by law:

- RSG is not liable for any loss, damage, or expense arising from your use of or inability to use the Program.
- Nothing in these Terms excludes or limits rights you may have under the **Consumer Guarantees Act 1993** or other non-excludable rights under New Zealand law.

8. Amendments

We may update these Terms at any time. Updates will be posted on our website at www.rsg.nz and will apply from the date of posting. Your continued use of the Program constitutes acceptance of the updated Terms.

9. Governing Law

These Terms are governed by the laws of **New Zealand**. Any disputes arising in connection with the Program will be subject to the jurisdiction of the New Zealand courts.

10. Contact Us

For questions or support relating to our Mobile Messaging Program, please contact us:

RSG New Zealand Limited

78 Strawberry Fields Lane, RD 3, Tamahere, Hamilton, 3283

Email: office@rsg.nz

Phone: 027 280 1805