

Terms of Use

Effective Date: October 1, 2025

These Terms of Use (“Terms”) govern your access to and use of the website located at www.rsg.nz (“Site”), operated by RSG New Zealand Limited (“RSG”, “we”, “our”, or “us”). By accessing or using this Site, you agree to be bound by these Terms. If you do not agree, you must not use this Site.

1. Ownership and Restrictions on Use

All content on the Site, including text, graphics, photographs, videos, logos, designs, trademarks, service marks, and other materials (“Content”) is owned by or licensed to RSG.

You may view, download, or print one copy of the Content for your personal, non-commercial use only, provided all copyright and proprietary notices remain intact. Any other use, reproduction, or distribution of Content without our prior written consent is strictly prohibited.

2. Intellectual Property

All intellectual property rights in the Site and Content remain with RSG or its licensors. Nothing in these Terms grants you any right, title, or interest in the Site or Content other than the limited licence expressly provided.

3. Permitted and Prohibited Uses

You agree not to:

- **Use the Site for any unlawful or prohibited purpose.**
- **Copy, modify, distribute, sell, or display any Content without prior written consent.**
- **Interfere with or damage the Site, including introducing viruses, malware, or harmful code.**
- **Attempt to gain unauthorised access to any part of the Site or to other users’ accounts.**

- Post, transmit, or upload any defamatory, offensive, or unlawful material.
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4. Accuracy and Availability

We strive to ensure the Content is accurate and up-to-date, but we do not guarantee that it will always be error-free, current, or available. The Site may be suspended, modified, or discontinued at any time without notice.

5. Consumer Rights and Disclaimers

Nothing in these Terms excludes, restricts, or modifies any rights or remedies you may have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable law that cannot be excluded.

To the maximum extent permitted by law, the Site and Content are provided “as is” and “as available” without warranties of any kind, whether express or implied.

6. Limitation of Liability

To the fullest extent permitted by law, RSG and its officers, employees, contractors, and affiliates will not be liable for any loss, damage, or expense (including indirect or consequential loss) arising from your use of, or inability to use, the Site or Content.

Where liability cannot be excluded under law, our total liability to you in respect of any claim will be limited to the greater of:

- The amount paid (if any) by you to access or use the Site in the 3 months before the claim; or
 - NZD \$100.
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7. Privacy

We collect, use, and store personal information in accordance with the New Zealand Privacy Act 2020. By using the Site, you consent to our collection and use of your personal information as described in our [Privacy Policy].

8. Links to Other Websites

The Site may contain links to third-party websites. We do not endorse or control those websites and are not responsible for their content, accuracy, or security. Your use of third-party websites is at your own risk and subject to their terms and conditions.

9. Indemnity

You agree to indemnify and hold harmless RSG and its officers, employees, and contractors against any loss, damage, liability, cost, or expense (including legal fees) arising from your breach of these Terms or misuse of the Site.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the New Zealand courts in relation to any dispute arising under or in connection with these Terms.

11. Changes to Terms

We may update these Terms from time to time by posting the revised version on the Site. Your continued use of the Site after any changes means you accept the updated Terms.

12. Entire Agreement

These Terms constitute the entire agreement between you and RSG relating to your use of the Site. If any part of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect.