

WHERE THE WILD WOMEN ARE TERMS AND CONDITIONS

GENERAL

- 1.1 In these Terms:
- (a) **Agreement** means any order or booking relating to our Subscriptions or Events, together with these Terms.
 - (b) **Customer** or **You** means the person purchasing the Subscriptions or Events.
 - (c) **Dinners** means the dinner events organised by us for which you book via the Website.
 - (d) **Goods** means goods you purchase via the Website.
 - (e) **Events** means the Event experiences available for purchase on the Website excluding Dinners.
 - (f) **Subscriptions** means the Wild Queens membership subscriptions available for purchase on the Website.
 - (g) **Seller, We** or **Us** means The Collective Society Limited and its successors and assigns.
 - (h) **Terms** means these Terms and Conditions of Sale.
 - (i) **Website** means the www.wherethewildwomenare.co.nz website operated by us.

2. PRICES AND ORDERS

- 2.1 Orders for Goods, Subscriptions, Dinners or Event bookings are placed via the Website.
- 2.2 Each order accepted by us will constitute a separate contract on the terms of this Agreement.
- 2.3 Prices stated on the Website include Goods and Services Tax.
- 2.4 **Price Variations:** We reserve the right to vary Prices and will endeavour to notify you of increases to Subscriptions at least 30 days before they take effect. If you do not wish to renew after a Price increase you may cancel in accordance with clause 4.1. We also reserve the right to offer lower prices to new customers only.

3. PAYMENTS

- 3.1 **Website payments:** Payments you make via the Website are processed by Stripe and its global affiliates ("Stripe"). If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full. This includes where chargebacks are applied to your payment.
- 3.2 **Defaults:** In cases where we provide you with credit for any reason, if you fail to make payment in full of any amount payable pursuant to this Agreement on the due date that will constitute a default. In cases of default and without prejudice to any of our other rights or remedies, simple interest at 1.5% per month will be payable on demand from the due date until payment.
- 3.3 **Recovery costs:** You indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by you to make due and punctual payment.

4. CANCELLATION AND REFUND POLICY

- 4.1 **Wild Queen Membership Subscriptions:** Subscriptions are renewed automatically annually. If you do not want your membership to renew automatically you can deactivate renewal via your Website login. Once your final period has ended you will not have access to any Subscription content. If you are paying monthly and want to cancel your membership before the end of your term you can do so via your Website login, but you will be charged a cancellation fee of \$149 incl GST.
- 4.2 **Events:** You may cancel an Event booking by emailing us at events@wherethewildwomenare.co.nz. The Price of a cancelled Event will be refundable as follows:
- (a) Cancellation 7 days or less before the date of the Event, no refund;
 - (b) Cancellation 8 to 14 days before the date of the Event, 50% refund;
 - (c) Cancellation 15 or more days before the date of the Event, full refund less a 10% administration fee.
- 4.3 **Dinners:** You may cancel a Dinner booking by emailing us at events@wherethewildwomenare.co.nz. Bookings for Dinners are subject to a non-refundable registration fee.
- 4.4 **General:** Subject to clauses 4.1 and 4.2 we do not cancel orders or provide refunds except as required by law. Even if you do not make use of your Subscription you will not be entitled to a refund. If you have any concerns about your purchase you can contact us on hello@wherethewildwomenare.co.nz.
- 4.5 **Cancellations by us:** If we cannot proceed with a scheduled Event or Dinner we will notify you as early as possible and either reschedule the Event or Dinner, or offer you a refund if you cannot attend on the rescheduled date.

5. LICENCE AND INTELLECTUAL PROPERTY

- 5.1 We own all intellectual property rights in our Website and Subscription content. Your purchase entitles you to personal use of the content you gain access to via your Subscription. You acknowledge that you may not share, copy or distribute this content in any way to any other person.
- 5.2 We reserve the right to cancel your Subscription effective immediately if we find that you have breached these Terms.

- 5.3 **Images release:** You consent to us using images or videos that include you (for example participating in an Event activity) for the promotion of our business in any way we consider appropriate.

6. DISCLAIMERS AND LIABILITY

- 6.1 **Consumer Guarantees Act:** As a consumer, you have certain rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Those rights apply alongside these Terms and are not affected by anything in this clause.
- 6.2 If Goods you have purchased are damaged, faulty or spoiled at the time of delivery, we will comply with our obligations under the Consumer Guarantees Act 1993 and any specific policies stated on our Website. Otherwise, we do not accept cancellations or returns.
- 6.3 **Events:**
- (a) You acknowledge that you take full responsibility for your own health and safety. If you participate in activities you will comply with all relevant requests and directions.
 - (b) If, in the opinion of any activity leader, your behaviour is causing or likely to cause danger, distress or annoyance to other participants we may require you to leave the activity or the Event.
 - (c) If you are affected by any condition, medical or otherwise or have any special needs, these must be brought to our attention at time you book.
 - (d) We do not take responsibility for loss or damage to your personal property and recommend that you do not bring any valuables to an Event.
 - (e) Accommodation is provided by third parties. If you are not satisfied with your accommodation (or other third party supplies) please let us know as soon as possible so that we can take steps to rectify any issues.

7. GENERAL

- 7.1 **Events outside our control:** If any cause beyond the reasonable control of the Seller including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or ingredients, embargo, accident, emergency, inclement weather, natural event or other contingency interferes with delivery by the Seller or with the performance by the Seller or any of its obligations under this Agreement then the Seller may at its sole discretion suspend its performance of any such obligation or cancel this Agreement and will not be liable to the Customer in any respect.
- 7.2 **Severability:** If any clause or provision of this Agreement is held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment will not affect the remaining provisions of this Agreement which will remain in full force and effect as if such clause or provision held to be illegal or unenforceable had not been included.
- 7.3 **Variation to Terms:** We may vary or replace these Terms from time to time by publication on our Website.
- 7.4 **Waiver:** This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We may only waive a term or condition in writing, and such waiver will only apply to the particular transaction to which it refers.
- 7.5 **Privacy Policy:** Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in delivery of our goods and services including Stripe. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the supply of the goods and services and any future like arrangement or arrangements. Because we use Stripe to process payments you consent to and understand that your personal information may be sent to Stripe, and may be transferred, processed and stored outside of New Zealand.
- 7.6 **Electronic Communications:** You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages please use the "unsubscribe" function and we will remove you from the mailing list.
- 7.7 **Governing law and jurisdiction:** This Agreement is governed by and construed in accordance with the laws of New Zealand in English, and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.