

Terms & Conditions

We are GeoZone, a trading division of Roadtrippers Australasia which is a joint venture between Tourism Holdings Limited and Roadtrippers Inc (USA). Roadtrippers Australasia GP Limited is a company registered in New Zealand with our registered office at Level 1, 83 Beach Road, Auckland 1010. We operate the Site and the App.

This page tells you information about us and the Terms on which we permit you to list your Driveway for inclusion on our Site and to get visibility on our App.

Definitions

“**App**” means our mobile application CamperMate and any other location based advertising App that we may develop for Driveways from time to time.

“**App User**” means a user of an App.

“**Contract**” means the contract between you and us following the successful registration of your Driveway and which is subject to these Terms.

“**Driveway**” means a driveway space registered by you on our Site as being available for use by an App User.

“**GST**” means goods and services tax applicable under the Goods and Services Tax Act 1985.

“**Services**” means the services provided by us pursuant to our Site and App.

“**Site**” means our site www.campermate.co.nz and www.geozone.co.nz

“**Terms**” means these terms and conditions as may be amended by us from time to time.

“**Transaction**” means a legally binding transaction between an App User and you.

“**Transaction Amount**” means our fee for each Transaction as detailed on our Site and notified to you at the time of the successful registration of your Driveway.

“Working Day” means a day of the week other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s

 Birthday, and Labour Day; and

(b) a day in the period commencing with 25 December and ending with 2 January in the

 following year; and

(c) the day observed as the anniversary of any province in which an act is to be done.

Interpretation

‘we’, ‘us’ and **‘our’** refers to Roadtrippers Australasia GP Limited trading as GeoZone including CamperMate.

‘you’ and **‘your’** refers to you.

Where the context requires, words importing the singular will import the plural and vice versa.

1. Application of Terms

1.1 These Terms will apply to each and every Contract and your use of our Site and App. Please read these Terms carefully and make sure that you understand them before entering into a Contract. By entering into a Contract, you agree to be bound by these Terms and the other documents expressly referred to in it.

1.2 We may amend these Terms from time to time at our sole discretion. Any changes to the Terms will be notified on our Site and emailed to you using the email address provided by you during the registration phase. You have 5 Working Days from receipt of our email in which to cancel your registration if you do not wish to be bound by our Terms. If after 5 Working Days you continue to use our Site and App you are deemed to have accepted the changes.

2. Listing a Driveway

2.1 To list a Driveway you will need to comply with the following requirements:

(a) You must own the Driveway or have a legal right to use the Driveway. We reserve the right to require evidence of your ownership or legal right to use the Driveway. If you refuse to provide such evidence after request from us, we may terminate your registration.

(b) Your Driveway must at all times comply with all relevant health and safety legislation and regulations.

(c) Your Driveway must have a reasonable amount of space for App Users to park their vehicles and comfortably enjoy.

(d) Your Driveway must allow for a reasonable amount of privacy for App Users. In this regard, your Driveway should be reasonably distanced from your house and other residents/neighbours.

2.2 The Contract will commence when you register a Driveway on our Site under an active user account and we have confirmed such registration to you in writing.

2.3 The Contract will continue until either:

(a) you cancel your registration by notifying us in writing; or

(b) we terminate the Contract pursuant to clause 8 of these Terms.

2.4 A Transaction takes place when an App User secures a Driveway by tapping on 'Book Site' within the App, successfully entering their payment details and tapping 'confirm'.

2.5 For each Transaction, we are entitled to deduct the Transaction Amount.

2.6 We may change the Transaction Amount from time to time. Any change to the Transaction Amount will be emailed to you using the email address provided by you during the registration phase. The change will not come into effect until one month following receipt of our email, at which time the new Transaction Amount will apply to all Transactions. You have 5 Working Days from receipt of our email in which to cancel your registration if you do not wish to be bound by the new Transaction Amount. If after 5

Working Days you continue to use our Site and App you are deemed to have accepted the new Transaction Amount.

2.7 The Transaction Amount is in New Zealand dollars and includes GST (where applicable) at the applicable current rate chargeable in New Zealand for the time being.

2.8 The Transaction Amount will be deducted from the sum collected by us from the App User once a Transaction has occurred.

2.9 You may cancel a Transaction not less than 72 hours prior to the booking date. If you cancel a Transaction, you must notify us and the App User in writing by email and arrange a refund of the Transaction sum direct to the App User. The refund can be processed from your account page under the 'My Revenue' tab.

2.10 We may (at our sole and unfettered discretion) refund a Transaction Amount if we are completely satisfied that the Transaction was validly cancelled pursuant to clause 2.9 above or not successfully completed. We will only refund a Transaction Amount to the bank account of the person or organisation to which the Transaction applies under the relevant Contract. Refunds are not transferable between persons or businesses, even where those persons or businesses each have a valid user account with us.

2.11 If an App User wishes to extend their occupation of your Driveway beyond the initial booking, then you must instruct them to re-book the Driveway via the App.

2.12 Every week on a specified date we will pay you the sum of all Transactions (less the applicable Transaction Amounts) that took place in the preceding week in one lump sum to the bank account you provided during the registration phase.

2.13 Following each weekly payment to you, we will email you a statement of the sums collected by us and paid to you. You agree to keep copies of these statements for your records.

2.14 As part of the Contract, you must provide us with one night's free use of the Driveway in order for us to review the Driveway and ensure it complies with these Terms and in particular our content standards set out in clause 4 below. We will arrange a suitable time and date with you to conduct this review.

3. Your Responsibilities

3.1 You may use our Site and our Services only for lawful purposes. You may not use our Site or Services:

(a) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 4 below;

(b) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

(c) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

(d) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

3.2 You also agree:

(a) not to reproduce, duplicate, copy, share or re-sell any part of our Site including data in contravention of the provisions of these Terms;

(b) not to access without authority, interfere with, damage or disrupt:

(i) any part of our Site;

(ii) any equipment or network on which our Site is stored;

(iii) any software used in the provision of our Site or App;

(iv) any equipment or network or software owned or used by any third party.

3.3 You must:

(a) honour all Transactions made with you;

(b) provide your Driveway in accordance with the information given by you in your listing;

(c) ensure that all information you provide to us for inclusion on our Site and App is accurate, current and up to date.

(d) comply with your obligations under the Camping-Grounds Regulations 1985 and the Resource Management Act 1991.

4. Content Standards on Driveways

4.1 You must comply with the following standards at all times. The standards apply to each Driveway as a whole.

4.2 By registering a Driveway on our Site, you confirm that:

(a) you are the owner of the Driveway or have a legal right to make the Driveway available for use and to claim the proceeds from such use. You must let us know immediately if this changes;

(b) the images and information provided in respect of the Driveway is accurate, current and up to date;

(c) the Driveway is genuine and in existence;

(d) the Driveway complies with all applicable laws, regulations and by-laws in New Zealand; and

(e) the Driveway does not violate these Terms and will not cause injury to any person or entity.

4.3 Your Driveway description must not:

(a) contain any material which is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any person;

(b) promote violence or discrimination or any illegal activity;

(c) infringe any copyright, database right or trade mark of any other person or entity;

(d) be likely to deceive any person;

(e) be made in breach of any legal duty owed to a third party, such as (by way of example only) a contractual duty or a duty of confidence;

(f) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

(g) be likely to harass, upset, embarrass, alarm or annoy any other person;

(h) give the impression that the Driveway is owned or operated by us;

(i) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5. Our Responsibilities

5.1 We will use our reasonable endeavours to ensure the availability and operation of our Site and the App at all times subject to:

(a) any downtime required for repairs, maintenance or the introduction of new services;

(b) any events or circumstances outside of our reasonable control.

6. Our Liability

6.1 We will not in any circumstances whatsoever be liable to you, whether in contract, tort, breach of statutory duty or otherwise, for any of the following that may occur whether as a result of our negligence or otherwise:

(a) any loss, cost, liability or claim (including third party claims) that arises as a result of:

(i) any unavailability or other failure in connection with our Site or any App including where that unavailability or failure causes or contributes to App users no longer having access to our Site or any App or a Driveway being booked by more than your specified number of claimants or a Driveway being offered to more than your specified number of sites available;

(ii) the information for a Driveway being incorrect or incomplete;

(iii) negative comments made about you or your business being published by or through an App;

(iv) the appearance or non-appearance of a Driveway listing.

(b) any loss, cost, liability or claim including (without limitation) loss of profits, sales, business or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated savings, loss of goodwill or any indirect or consequential loss as a result of, or in connection with, the use of our Site or App.

6.2 If, despite clause 6.1 above, we are held to be liable in any manner then our total liability to you and any third party claiming through you under any and all causes of action shall in no circumstances exceed \$100.

6.3 Except as expressly stated in these Terms, we do not give any guarantees, conditions, representations, warranties or undertakings in relation to our Site or any App. The material displayed on our Site and our App is provided on an “as is” basis. To the fullest extent permitted by law, we exclude all guarantees, conditions, warranties and other terms which may be implied by law, regulation, common law or otherwise.

6.4 The provisions of this clause 6 will survive any suspension or termination of a Contract or Plan.

7. Events Outside our Control

7.1 Without limiting the application of clause 6 above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a

Contract that is caused by an Event Outside Our Control. For the purposes of this clause 7, an Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, or any other failure of technology in connection with our site or our Services or any App.

7.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

8. Suspension or Termination of Contract

8.1 We may suspend or terminate your Contract and remove your user account, business and/or Driveway from our Site and App (temporarily or permanently) in any of the following circumstances:

- (a) we consider (in our sole and unfettered discretion) that you have breached any of these Terms (whether or not that breach is capable of remedy);
- (b) you have not fulfilled a Transaction or made good on a Transaction in circumstances where we consider (in our sole and unfettered discretion) that the corresponding Transaction should have been fulfilled;
- (c) You have breached any or all of the requirements in clause 2.1 of these Terms;
- (d) any other circumstance where we consider (in our sole and unfettered discretion) that it is prudent or necessary to suspend or terminate your Contract.

8.2 The suspension or termination of your Contract (as the case may be) and resulting removal of your account under clause 8.1 will take effect immediately or at such other time determined appropriate by us in the circumstances. We will give you written notice

of the suspension or termination of your Contract (as the case may be) as soon as reasonably possible.

9. Communications Between us

9.1 Any notice or communication required to be given by us or you pursuant to these Terms must be in writing and delivered by email to the email address supplied by us or the email address provided by you during the registration phase.

9.2 An email will be deemed served one Working Day after transmission.

9.3 The provisions of this clause 9 shall not apply to the service of any proceedings or other documents in any legal action.

10. Other Important Terms

10.1 You warrant that you have authority to bind any person, business or entity on whose behalf you use our Site to list a Driveway or otherwise use our Services.

10.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter in these Terms.

10.3 You acknowledge that in entering into a Contract you do not rely on any statement, representation, assurance or warranty made by us (whether innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

10.4 We may transfer our rights and/or obligations under a Contract to another organisation.

10.5 You may only transfer your rights and/or your obligations under a Contract to another person if we agree in writing.

10.6 If any part of these Terms is deemed unlawful or unenforceable by any court or relevant authority, the remaining terms will remain in full force and effect.

10.7 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver by us to a default or obligation by you must be in writing and will only apply to that default or obligation and will not extend to any other or future default or obligation.

10.8 A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New Zealand. We both irrevocably agree that the courts of New Zealand shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

10.9 The format and content of our Site and App is protected by New Zealand [and international] copyright law and we reserve all rights in relation to our copyright and any of our registered and unregistered trademarks used in connection with our Site and App (whether owned or licensed by us).

10.10 The Site and App may contain links to third party websites, products or services. We have no control over, and are not responsible or liable for, the content of any third party website. You acknowledge that we are not the party offering those products or services and we make no representation or recommendation about those products or services. Any use of third party websites, products or services is at your sole risk.

10.11 We are not responsible or liable for any issues arising as a result of the App Users occupation or use of your Driveway. You are solely responsible for advising the App User of any rules you may have relating to the occupation and use of your Driveway.

