

## Terms of Service – Mackenzie Coffee Co App / Cow Lane, Queenstown

James Friday Limited, Trading as Mackenzie Coffee Co, Cow Lane, Queenstown (business name) has a Loyalty program, the “Mackenzie Coffee Co” App. The Terms of Service for Mackenzie Coffee Co App can be found here (link). Where customers use the Mackenzie Coffee Co App at Cow Lane, Queenstown, the following Terms of service also apply:

By applying to register for the Mackenzie Coffee Co app and/or downloading, accessing or using the app, you accept these Terms and Conditions.

Terms of Service for James Friday Limited, trading as Mackenzie Coffee Co Cow Lane, Queenstown (business name), in relation to the Mackenzie Coffee Co App

- ‘James Friday Limited’ trading as ‘Mackenzie Coffee Co’ is our legal business trading name
- ‘James Friday Limited’ is the name that will appear on cardholder statements
- ‘Mackenzie Coffee Co’ is the name advised on the payment record
- The legal name ‘James Friday Limited’ trading as Mackenzie Coffee Co is registered in New Zealand
- The physical address of the ‘James Friday Limited’ trading as ‘Mackenzie Coffee Co’ approved place of business is: Cow Lane, Queenstown, New Zealand
- The James Friday Limited trading as Mackenzie Coffee Co business and customer service details are:
  - Telephone number: 03 4282606
  - E-mail: mike@mackcoffee.co.nz
- James Friday Limited trading as Mackenzie Coffee Cow, Cow Lane Queenstown is a New Zealand owned and operated business and all transactions will be billed in New Zealand dollars.
- This is not an on-going subscription. Every time a customer makes a purchase, this is counted as a separate transaction
- You must be 14 years or over for any purchases

### Payment:

- 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 recommend 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.
- Payments made through the Mackenzie Coffee Co 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 Mackenzie Coffee Co 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.

### Refund/Replacement Policy

- Requests for refunds should be directed to the manager/owner of the relevant locations. We will provide you with a replacement or refund where:
  - The product is not of acceptable quality, or
  - The product is not fit for its intended purpose, or

- The product does not match the sample or our description; and
- For app purchases, returns, refunds, exchanges or replacement requests must be accompanied by an original mobile app receipt. If you do not provide this information, then we may be unable to process your refund or replacement. When returning products with proof of purchase, you may be asked for your contact information and your signature as authorisation of the return transaction.

#### Privacy & Security

- 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.
- We collect and use your personal information through the Mackenzie Coffee Co 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 Mackenzie Coffee Co app and Mackenzie Coffee Co'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.
- 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 Mackenzie Coffee Co overall.
- Keeping your personal information safe is important to us. Sometimes your information, including payment details that you provide for the Mackenzie Coffee Co 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.
- When you use the Mackenzie Coffee Co app, you consent to our use and disclosure of the location of your device, so that we can provide the Mackenzie Coffee Co app functionalities to you, such as closest location finder.

#### Disclosure:

- 'James Friday Limited' trading as 'Mackenzie Coffee Co Cow Lane, Queenstown, is a related entity to Beverage Services Limited, which trades as Mackenzie Coffee Co. Mackenzie Coffee Co are a common ownership model and Mackenzie Coffee Co Cow Lane, Queenstown is under licence to Beverage Services Limited.