

Effective date 19 June 2023

1. INTRODUCTION

1.1 Welcome to the Mercury website. The terms and conditions for using our website are set out below and apply in addition to Mercury's [Privacy Policy](#). These Terms of Use also apply in addition to any other terms and conditions that you have agreed with us. If there is any inconsistency, then those terms and conditions will prevail over the terms below.

In these Terms of Use:

- > references to "we", "us", "our" or "Mercury" means Mercury NZ Limited; and
- > references to "you" or "your" are references to users of the website.

1.2 Mercury may vary these Terms of Use at any time for any reason. Any variation will be effective on the posting of the terms on our website.

1.3 These Terms of Use are governed by the laws of New Zealand.

2. PERSONAL INFORMATION

2.1 We collect personal information about you when you use our website.

2.2 Where you are required to provide personal information (such as identification or contact information) in order to take up offers displayed, or enter into promotions, you agree that the information you provide will be accurate, correct and up to date.

2.3 Any personal information provided by you or collected by us during your use of our website will be handled in accordance with our [Privacy Policy](#).

3. SHARING AND USING CONTENT

3.1 You must not display or reproduce any images on the website without the prior written consent of Mercury.

3.2 You may display or redistribute other content on the website, provided that you do so in an appropriate and non-offensive manner at all times. If you display or reproduce any content you must credit the content back to us and provide a link to this website.

3.3 You may use the tools provided on the website to display or redistribute our content via email and social media, provided that you do so only in accordance with those tools.

3.4 You must not use any sort of data scraping or mining mechanism in relation to the content on the site.

3.5 You must not use this website or its contents

- (a) in breach of any legislation or for any unlawful act; or
- (b) to damage or disrupt the website, or any other Mercury website (including in ways which may impair on use of the website by others).

4. INTELLECTUAL PROPERTY

4.1 All information on our website is protected by copyright.

4.2 You may not use any trademark on this website without the prior written consent of Mercury, or the relevant trademark owner.

4.3 You agree to indemnify Mercury for the cost of any claims arising from your unauthorised use of the intellectual property on this website.

5. OUR LIABILITY TO YOU

- 5.1 Mercury will endeavour to keep this website secure and free of errors. However, to the extent permitted by New Zealand law, Mercury will not be responsible for any and all damages or loss arising from the use of this website, including, but not limited to:
- (a) any loss or damage caused by viruses that may be transmitted to your computer or device by use of this website. Mercury expressly excludes any guarantees as to the security of the site and any use is at your own risk;
 - (b) any loss or damage arising from any errors in the information contained on the website;
 - (c) any incorrect pricing or information on the website. You acknowledge that the prices and information displayed on the website are at all times subject to change; and
 - (d) any recommendations we make regarding the most suitable energy and/or telecommunications plan(s) for your needs. Although we will always try to recommend the plan most suited to you (based on the information you supply), you are responsible for monitoring your usage and choosing the correct plan(s) for your needs.
- 5.2 Mercury takes no responsibility for any other website linked to this website. Any links are provided for your convenience as the website user, and Mercury takes no responsibility for any loss arising from the use of a linked website. Please note that other websites may have different terms of use and privacy policies to those provided by Mercury. We encourage you to read those terms carefully.
- 5.3 This limitation of liability applies to damages of any kind, including direct, indirect, incidental, loss of income, profit, data, property and claims by third parties. However, this limitation and these terms and conditions do not affect any rights that you may have under the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.

6. OUR CONTACT DETAILS

We're here to help. If there's anything here that seems unclear, or if there's any question you want to ask us:

- > You can email questions to customerservice@mercury.co.nz or call us on 0800 10 18 10.
- > You can visit our website, mercury.co.nz, or contact us via web chat at ask.mercury.co.nz
- > You can write to us at: Mercury, Private Bag 12023, Tauranga Mail Centre, Tauranga 3143