

# FLEXIREV TERMS & CONDITIONS

## 1. This Agreement

This Agreement is a contract between you and Lazy Dude Media Limited (t/a Running Events). You agree that completing the initial transaction with the FlexiRev payment option shall constitute your acceptance of this Agreement.

If you do not want to be bound by this Agreement, you must not make a purchase using the FlexiRev payment option.

To be eligible to use FlexiRev you must:

- a) be an individual who is at least 18 years old;
- b) be capable of entering into a legally binding contract;
- c) have a valid and verifiable email address and New Zealand mobile telephone number entered into your event registration form; and
- d) provide a valid delivery address in New Zealand in your event registration form.

Your Registration Entry Form must be completed in its entirety and with up-to-date and accurate information before you utilise the FlexiRev payment option.

## 2. Instalment Payments

In selecting the FlexiRev Payment Plan, you agree to pay us the Instalment Payments for that Transaction.

FlexiRev is available for single cart payments of \$150 and over.

- you will pay 25% of the Cart Total in your first Instalment Payment plus a 5% administration fee, and
- the remaining amount will be rebilled from your credit card in 3 equal payments of 25% of your total, over 3 fortnightly Instalment Payments.

Rebiling dates will be:

- 2 weeks from the first payment; then
- 4 weeks from the first payment; then
- 6 weeks from the first payment.

For each Transaction, we will debit the Instalment Payments from your Nominated Card on the due dates. The first Instalment Payment for a Transaction will be debited at the time of purchase and the subsequent Instalment Payments will be debited fortnightly after that. If any Instalment Payment falls due on a day that is not a Business Day, we may direct your bank to debit your Nominated Card on the

following Business Day. If you are unsure about which day your Nominated Card has or will be debited you should ask your bank.

It is your responsibility to:

- a. ensure that your Nominated Card can be debited;
- b. ensure that there are sufficient cleared funds available in your Nominated Card for each Instalment Payment when due;
- c. meet any fees or charges payable to your bank;
- d. check your bank statements regularly to ensure that the amounts we debit from your Nominated Card are correct; and
- e. advise us if your Nominated Card is transferred or closed.

If you want to pay some, or all of your Balance early, please contact us via the Contact Us section on the webpage. We are under no obligation to agree to any requested change.

Each payment must be made free and clear of any restriction or condition, and without any deduction, set-off or withholding (unless required by law).

The fortnightly instalment payments cannot be transferred to another person.

### **3. Late payments and defaults**

If you do not pay us an amount under this Agreement when due:

- a. your Balance will automatically become immediately due and payable to us in full;
- b. a late payment fee (currently, \$10) will apply each time we debit your Nominated Card for an Instalment Payment that is due but not received and you authorise us to debit your Nominated Card for the late payment fee;
- c. we may attempt to process any failed debit again (each failed attempt will incur a late payment fee (currently \$10));
- d. we can exercise any other right given to us by law or in this agreement to collect your Balance from you;
- e. we can debit from your Nominated Card a Collection Fee (currently \$30) for each Instalment Payment which we take steps to collect from you.

### **4. Refunds**

There are no cash refunds at any time, irrespective of the circumstances.

## **5. General**

You may not assign your rights under this agreement. We may assign our rights under this Agreement, without your consent.

If your contact details change, you must inform us within a timely manner via the Contact page on the website.

We may act on any instructions that we reasonably believe to be from you, whether those instructions are written, email or verbal or given in any other means. We are not required to enquire into, or verify, those instructions.

This agreement is governed by the laws of New Zealand.