

Terms and Conditions of Current 7 Daily Deals Promotion

Monday: Monster Monday – The Monster Burger Meal includes the Monster Burger and Chips (usually \$17.00) for \$11.99. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Tuesday: Beef Schnitzel – The Beef Schnitzel Meal includes one piece of Beef Schnitzel, Salad and Chips (usually \$17.50) for \$12.99. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Wednesday: Double Up Wednesday – Purchase a full Priced Chicken Diane meal or Fish and Chips meal and double up the protein portion (the chicken breast or fish pieces) of the meal for \$2. Double up *does not* include the salad and chips section of the meal. The extra chicken and fish is to be placed on the same plate and is designed to be consumed by one customer only. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Thursday: Grab Two Steak Meals – Purchase any cut of Steak and receive a second of equal or lesser value for free. The second steak must be consumed by a separate individual (The two steaks cannot be consumed by one customer). The complementary Steak Meal *does not* include any toppings or added sides. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Friday: Fish & Chips Friday – The Fish and Chips Meal includes Two pieces of Fish, Salad and Chips (usually \$15.00) for \$11.99. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Saturday: All Day Breakfast – The All Day Breakfast Meal (usually \$17.50) for \$11.99. Available from open till 5pm at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Sunday: Hot Roast + A Sundae/Apple Crumble – The Roast of the Day (usually \$17.50) and an Ice Cream Sundae (usually \$7.50) or an Apple Crumble (depending on local availability) for \$14.99. Available from open till close at all Breakers Café and Bar stores. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Monday/Tuesday: Kids Eat Free –When a Monday, Monster Monday Deal or a Tuesday, Beef Schnitzel Deal is purchased on the respective days, OR any full priced main meal from the Breakers 'Food Menu' valued over \$15; receive one free Grommet/Kids/Grom's Meal. Free Kids meal is one *main* \$7.50 meal from the Grom's Menu. This *does not* include the 'Grom's Combo'. A 'Grom's Dessert', a 'Grom's Drinks' and a 'Grom's Toy/Goodie Bag' can all be purchased separately at full price. The meal must be consumed by a child. Our classification of a child is 12 years or younger or by the discretion of a staff member. Only one free Grom's meal per child, per visit, despite the number of qualifying meals purchased. This promotion cannot be used in conjunction with any other offer or discount. This includes, but not limited to, Breakers Loyalty Club membership discount or any other store by store promotions, offers or specials (including any local 'Special Menu'). Promotion is for in store dining only. A Breakers Loyalty Club membership discount can still be applied to other eligible items on the same transaction. No alterations, extras or adjustments can be made to these meals without defaulting back to the full retail price. Breakers Restaurants Limited reserves the right to refuse or terminate these deals in whole or part at any time without notice, for any reason.

Terms and Conditions of Use of Website

Applicable to the online domains of:

1. breakerscafebar.com
2. breakerscafebar.co.nz
3. breakers2go.co.nz
4. breakerscatering.co.nz

Updated: 23 November 2012

Breakers Café Bar is a registered trademark of Breakers Restaurants Ltd of 1 Clive Square, Napier, NZ

1. These Terms & Conditions of Use govern your use of the Breakers Restaurants Limited (Breakers) website, including online ordering. References to 'website' include any of the domains mentioned above or any other site, services (including web-services), software, application or media managed by Breakers. Your use of the Breakers website constitutes your acceptance of these Terms & Conditions of Use.

2. Subject to law, Breakers may, in its discretion, from time to time amend or otherwise modify the Terms & Conditions of Use. Breakers recommend you carefully read, each time you visit the website, the Terms & Conditions of Use as they may affect your rights. If you do not agree with the Terms & Conditions of Use, do not use the website or order online.

PRIVACY POLICY

The Breakers Privacy Policy forms part of the Terms & Conditions of Use. By using the website, you will be deemed to agree to the Privacy Policy. If you do not agree to be bound by the Privacy Policy, you must stop accessing and using the website immediately.

THE WEBSITE

These Terms & Conditions of Use apply to all users of the Breakers website. The Breakers website may include content, information or links to third parties or third party websites. By accepting these Terms & Conditions of Use you agree to relieve Breakers from any liability whatsoever arising from your use of information from a third party or your use of any third-party website. Breakers recommends that before you disclose any personal information to a third party that you first read and accept the third party's privacy policy and terms and conditions of use (if applicable) of their website.

YOUR ACCESS TO THE WEBSITE

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USER SUBMISSIONS

The Breakers website, application/s or software may now or in the future permit the submission of written works, photos, audio files, videos or other communications submitted by you and other users of the website ("User Submissions") and the hosting, sharing and/or publishing of the User Submissions. Once the User Submissions are submitted to our website or through social media managed by Breakers, the submissions become property of Breakers. You understand that whether or not such User Submissions are published on the website, Breakers does not guarantee any confidentiality with respect to any submissions. You agree that Breakers may publish your name and submissions on the Breakers website, Breakers-managed social media or in any other press releases of media items. In connection with your own User Submissions, you affirm, represent and/or warrant that:

1. you own or have the necessary licenses, rights, consents and permissions to use and authorise Breakers to use all patent, trade mark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the website and Terms & Conditions of Use; and
2. you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every identifiable person to enable inclusion and the use of the User Submissions in the manner contemplated by the User Submissions become the property of Breakers. By submitting the User Submissions to Breakers, you hereby grant Breakers a perpetual, worldwide, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the User Submissions in connection with the website and the Breakers business, including without limitation for promoting and redistributing all or part of the website (and any derivative works) in any media formats and through any media channels. You also hereby grant each recipient of any User Submission a non-exclusive license to access your User Submissions through the website and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the website under these Terms & Conditions of Use; and
3. in connection with your User Submissions, you agree that you will not (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Breakers all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Breakers or any third party; (iii) submit material that is unlawful, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Breakers does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Breakers expressly disclaims any and all liability in connection with User Submissions. Breakers does not permit copyright infringing activities and infringement of intellectual property rights on its website, and Breakers will block and remove all content and User Submissions if properly notified that such content or User Submission infringes on another's intellectual property rights. Breakers reserves the right to remove content and User Submissions without prior notice. Breakers may also terminate, without notice, a user's access to its website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity twice and/or has had a User Submission removed from the website. Breakers also reserves the right to decide whether content or a User Submission is appropriate and complies with these Terms & Conditions of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Breakers may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms & Conditions of Use at any time, without prior notice and at its sole discretion. In addition, you agree that you will not email any of your User Submissions or links to your User Submissions to individuals with whom you are not acquainted.

ONLINE ORDERING

If the website is used (including for online ordering), you are responsible for maintaining the confidentiality of your personal details, password and payment details. You agree to accept full responsibility for all your activities on our website and online ordering. The Breakers online ordering system must only be used by persons over the age of eighteen (18) years, or otherwise under the supervision of an adult or guardian. Breakers reserves the right to refuse service, terminate your access to the website or online ordering, remove or edit any content or cancel your order/s in its sole discretion and without prior notice to you. In making the Breakers online ordering system available for use, Breakers:

- a. merely acts as an agent of sub-franchisee stores from which the products or services will be provided (as selected by you or determined based on proximity to the delivery address);
- b. in its capacity as agent, collects and processes any online payments and remits this amount to the store from which the products or services are provided and please note that your credit card will show a payment to *Breakers Restaurants Ltd*;
- c. does not (except where you order from a Breakers corporate store) provide you with any goods or services;
- d. makes no warranties or representations regarding the goods and services to be provided (including availability and delivery);
- e. does not guarantee that the website and online ordering system will be error-free or that any errors will be corrected. Breakers does not guarantee that the website or online ordering system will be free from viruses or other harmful components; and
- f. reserves the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

In using Breakers online ordering system you:

- a. acknowledge that all online orders are treated as an express intention to purchase the nominated goods or services for the agreed online prices;
- b. acknowledge that you contract with the individual store from which you order and not Breakers (except where you order from a Breakers owned store) and therefore you have no claim against Breakers (except where you order from a Breakers owned store); and
- c. indemnify Breakers from all claims relating to a failure of the online ordering system.
- d. pay heed to the fact that delivery times and pickups times provided are estimates only. Breakers does not guarantee delivery or pickup times as delays do occur from time to time
- e. may not at any time be the holder of more than one registration, whether by the use of your own name, the use of aliases, or some other combination thereof.
- f. agree that in addition to other rights, Breakers will have the right to terminate any registrations that are found to be duplicates and to recover from the registered persons the amount of any credits or other benefits obtained this way.
- g. acknowledge that delivery is not available in all areas; drivers do not carry more than \$20 cash and for large orders for more than 10 people may require 1 hour notice.

INDEMNITY

You agree to defend, indemnify and hold harmless Breakers, related companies, affiliates, and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the website; (ii) your violation of any term of these Terms & Conditions of Use; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; and (iv) any claim that one of your User Submissions caused damage to a third party.

ABILITY TO ACCEPT TERMS & CONDITIONS OF USE

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms & Conditions of Use, and to abide by and comply with these Terms & Conditions of Use.

GENERAL

These Terms & Conditions of Use shall be governed by the laws of New Zealand. Any claim or dispute between you and Breakers that arises in whole or in part from the Breakers website shall be decided exclusively by a court of competent jurisdiction located in New Zealand. These Terms & Conditions of Use, together with the Breakers website Privacy Policy and any other legal notices published by Breakers on the website, shall constitute the entire agreement between you and Breakers concerning the website. If any provision of these Terms & Conditions of Service or Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms & Conditions of Service and/or Privacy Policy as applicable, which shall remain in full force and effect. No waiver of any term of these Terms & Conditions of Use shall be deemed a further or continuing waiver of such term or any other term, and the failure by Breakers to assert any right or provision under these Terms & Conditions of Use shall not constitute a waiver of such right or provision.

STANDARD CONDITIONS

Breakers will from time to time promote products, discount prices or run voucher/coupon promotions. These promotions will have the following conditions apply:

1. Coupon codes are validated electronically and any failure or error in this process will deem the coupon invalid and not available for use. It is suggested that you contact Breakers directly for remedy. It is at the sole discretion of the store manager/franchisee to honour invalid coupons.
2. Unless otherwise indicated coupons are valid for one item or offer per order per day.
3. Prices and offers may be valid for a limited period as specified. Redemption outside of the limited period is not guaranteed and is at the sole discretion of the store manager.
4. Offers, coupons, vouchers and other discounts may not be available in conjunction with any other offer, coupon, voucher or discount.
5. Some menu items may not be altered and a request for an alteration does not constitute a guarantee that the product will be served with the requested alteration.
6. All offers, promotions and discounts may be revoked by Breakers at any time.