

TERMS AND CONDITIONS

Health in every Rural Home

A Partnership between Hauora Taiwhenua and Kinetik Wellbeing

1. Purpose

1.1 Hauora Taiwhenua Rural Health Network (HTRHN) has partnered with Kinetik Wellbeing to deliver a philanthropic rural health project titled “Health in every Rural Home”.

2. Kinetik Wellbeing Products

2.1 Kinetik Wellbeing home-use medical devices are compliant with European medical device regulations and are Class IIa Medical Devices. In addition, all blood pressure monitors are validated by the European Society of Hypertension ([ESH](#)) and the British and Irish Hypertension Society ([BIHS](#)), who publish independent, peer-reviewed lists of blood pressure monitors that are not governed by commercial interest.

3. Kinetik Wellbeing Website

3.1 Access to and use of the Kinetik Wellbeing Website and the products and services available through this Website are subject to the terms and conditions published on the site.

3.2 Kinetik Wellbeing states that access to their website is permitted on a temporary basis, and they reserve the right to withdraw or amend the Services without notice.

3.3 Unless otherwise specified, the materials on this website are available for purchase by UK customers only. The website can be accessed globally for all Kinetik Wellbeing customers who would like to access either product support (through FAQs/Video/Online instruction manuals) and lifestyle and health advice through the Your Wellbeing section.

3.4 However, the website can be accessed globally for all Kinetik Wellbeing customers who would like to access either product support (through FAQs/Video/Online

instruction manuals) and lifestyle and health advice through the Your Wellbeing section.

3.5 Kinetik Wellbeing reserves the right to alter these terms and conditions from time to time by posting new terms and conditions on this website. You should check this page regularly to take notice of any changes we may have made.

3.6 All designs, text, graphics, videos and their selection and arrangement on this website are the copyright of Kinetik Wellbeing.

4. Role of Hauora Taiwhenua

4.1 HTRHN agrees to promote these home-use medical devices with the purpose to sell and distribute Kinetik Wellbeing devices to rural families.

4.2 HTRHN will provide agreed avenues for point of sale. These could include a web-based e-commerce form, paper form, and face to face (events). The latter will be at events approved by the Chief Executive. It is not expected that HTRHN will operate this project as a shop and will not, other than at one-off events, hold any stock on the premises.

4.3 All profits from the sale of the products will be returned to the community in the form of an agreed item from the list of home-use medical devices gifted to a family in need.

4.4 The project is not seen as a profit-making venture or one that competes in the New Zealand medical device marketplace.

4.5 HTRHN will consider all reasonable requests from General Practitioners who nominate a family in need to receive a complimentary home-use medical device. HTRHN will use a panel of General Practitioners to select an individual or family.

5. Personal Information

5.1 Personal information means any information which does, or is capable of, identifying an individual that is not publicly available information and includes information in any form, whether oral, electronic or written.

5.2 Personal information may include (but is not limited to) name, postal address, email address, phone number.

5.3 HTRHN will only collect this information if you voluntarily submit it. You may do this by completing an order form, requesting technical support, or providing feedback through surveys.

5.4 HTRHN will use your personal information for the purposes for which it was supplied. For example, using your email address to respond to queries or requests for technical support or to contact you to provide feedback. You may remove your consent for use of your personal information at any time. You may also request your personal information be deleted.

5.5 HTRHN will make every effort to ensure that personal data is secure. We ask that you bear in mind that information transmitted over the internet cannot be guaranteed to be 100% secure.

6. Privacy Officer

6.1 HTRHN's Privacy Officer is the Operations Manager who will be responsible for all privacy related issues and will:

- Handle privacy queries and complaints
- Be aware of privacy risks and address them
- Provide guidance in respect of requests for personal information
- Be HTRHN's person of contact with the Privacy Commissioner and other third parties.

Any questions relating to privacy obligations should be referred to the Privacy Officer.

7. Protection of Personal Information

7.1 Personal information will be collected, used, stored, disclosed and retained in accordance with the Privacy Act.

8. Collection of Personal Information

8.1 Personal information may only be collected for a lawful purpose connected with a function or activity of HTRHN and the collection of the information must be necessary for that purpose.

8.2 The personal information must be collected directly from the individual concerned.

8.3 Before collecting the information, reasonable steps must be taken to ensure that the individual is aware:

- That the information is being collected;
- Why the information is being collected;
- Who at HTRHN will receive and use the information;

- The name and address of the entity collecting and holding the information;
- If the collection of the information is required by law, the relevant law and whether or not the supply of the information is voluntary or mandatory;
- The consequences if the requested information is not provided; and
- The rights of access to, and correction of, the personal information.

Personal information must be collected in a manner that is fair.

9. Storage and Security of Personal Information

9.1 Personal information must be protected by reasonable security safeguards to prevent loss, access, use, modification or disclosure; and other misuse.

9.2 If it is necessary for personal information to be given to a person outside of HTRHN in connection with the carrying on of HTRHN's business, everything reasonable must be done to prevent unauthorised use or unauthorised disclosure of the information.

9.3 An individual is entitled to access to and correction of personal information

9.4 Where an individual submits a request for personal information, HTRHN will within 20 working days of receiving the request decide whether to grant the request and in what manner and inform the individual of its decision.

9.5 HTRHN personnel should refer all requests for personal information to the Privacy Officer. The Privacy Officer will keep a register of all requests for personal information, detailing the substance of the request, the outcome and the basis of the decision.

10. Privacy Breach

10.1 A privacy breach is any unauthorised collection, access, use or disclosure of personal information, including sharing personal information with third parties without the individual's explicit consent, malicious attacks on HTRHN or loss of files, documents or physical storage devices.

10.2 If HTRHN personnel know or suspect that a privacy breach has occurred, the Privacy Officer must be notified immediately.

10.3 The Privacy Officer will take steps to:

- Contain the breach.
- Identify what personal information is involved.
- Establish the cause and extent of the breach.
- Consider who is affected by the breach.
- Identify whether harm could foreseeably result from the breach.
- Consider whether affected individuals should be notified.

- Consider whether the Privacy Commissioner should be notified.
- Consider how to prevent further breaches.

The Privacy Officer will document any privacy breach in a privacy breach report.

11. Acceptance of Orders

11.1 HTRHN reserves the right to restrict the number of items available for sale to any individual customer. All orders are subject to availability. If an order cannot be fulfilled an alternative will be offered or a full refund will be given.

11.2 We accept payment by most credit cards and online banking. Payment will be debited from your account before the dispatch of your purchase.

11.3 For events, proof of payment will be sighted by a HTRHN staff member before product is handed over. Each sale will be recorded, and an invoice issued.

11.4 We will acknowledge that your order has been received by sending an e-mail to the e-mail address you provide in the order form.

11.5 HTRHN does not hold any personal financial information.

12. Dispatch of Orders

12.1 Orders will be filled and dispatched by Kinetik Wellbeing.

12.2 Dispatch times may vary according to availability of products and delivery times to rural addresses.

12.3 On delivery you must inspect the goods carefully for damage as HTRHN is unable to accept responsibility for damage in transit, shortage of delivery or loss of products unless you advise us via telephone within four working days from the date of delivery.

13. Price Information

13.1 Prices include GST and delivery.

13.2 Discounts may be offered from time to time in agreement with HTRHN and Kinetik Wellbeing. These offers will be time bound.

14 Product Warranty

14.1 All Kinetik Wellbeing products purchased via HTRHN have a three-year warranty.

14.2 Any attempted repairs by unauthorised persons invalidates the warranty.

15. Refunds Policy

15.1 Every Kinetik Wellbeing product is created to the highest standards, however, if you find you have a faulty product you can return it for a replacement product or a refund, less shipping costs. You can also return products that are not faulty, subject to exclusions.

Please contact Kinetik Wellbeing New Zealand on (09) 801 0627 or email terry.burrows@kinetikwellbeing.com

16. Faulty Products

16.1 Returned products will be reviewed on an individual basis and provided the product is found to be faulty Kinetik Wellbeing New Zealand will issue a like for like replacement. If the product is found not to be faulty, we will return the product to you and reserve the right to charge for shipping costs.

16.2 Because Kinetik Wellbeing devices are personal care items and in the interest of personal hygiene we are unable to accept returns of non-faulty products which have been opened.

17. Incorrect Product

17.1 You may return incorrect products sent to you as a result of our error for a full refund, including the return postage. Such products will not be credited unless they are returned with seals intact.

17.2 To return an incorrect product please contact Kinetik Wellbeing New Zealand on: (09) 801 0627 or email terry.burrows@kinetikwellbeing.com

18. Change of Mind

18.1 If you change your mind, you can return the device to us in its original condition within 15 days of purchase for a full refund, as long as the product is returned unopened with seals, shrink-wrap and packaging intact.

19. Indemnity

19.1 You agree to indemnify, defend and hold harmless HTRHN, Kinetik Wellbeing New Zealand, Kinetik Medical Devices, their directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use on this website or your breach of the Terms and Conditions.