

VENUES ŌTAUTAHI

Terms & Conditions

Last updated: October 2025

1. About mvMobile

1.1 mvMobile is a mobile ordering function operated by MyVenue Limited (“MyVenue”, “we”, “our”, “us”). It enables customers (“you”, “your”) to browse, order and pay for food, beverages, and merchandise from participating venues (“Venues”).

1.2 MyVenue provides the technology platform. The Venue is the merchant of record responsible for supplying your order.

2. Payment Processing

2.1 Payments are processed securely through Verifone, our PCI-DSS compliant payment gateway partner.

2.2 All payments are settled via Westpac New Zealand Limited, our acquiring bank.

2.3 When you place an order, you authorise Verifone to debit your nominated payment method (credit card, debit card, or digital wallet) and transfer funds to the Venue’s nominated account.

2.4 We do not collect or store your full card details. These are tokenised and managed securely by Verifone.

2.5 Security Statement: All payments are processed using secure SSL encryption via Verifone. Your card details are tokenised and never stored by MyVenue.

3. Order Placement & Acceptance

3.1 By submitting an order via mvMobile, you are making an offer to purchase products from the Venue.

3.2 An order is confirmed only when accepted by the Venue. A digital receipt will be provided.

3.3 All prices are shown in New Zealand Dollars (NZD) and include Goods and Services Tax (GST) unless otherwise specified.

3.4 Orders are to be collected from the Venue’s designated collection point. Collection instructions will be displayed at the time of order

3.5 Orders made for seat delivery are to be received directly to the seat location designated. Failure to be present may result in the loss of purchased items.

4. Refunds, Disputes & Cancellations

4.1 Once accepted, orders cannot usually be cancelled due to the perishable nature of products.

4.2 If an item is unavailable, defective, or incorrectly supplied, you should raise the issue promptly with the Venue staff.

4.3 Where appropriate, the Venue may authorise a refund, credit, or replacement in accordance with the Consumer Guarantees Act 1993.



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4.4 Disputes relating to payments will be managed via our payment processor (Verifone) and acquiring bank (Westpac) under New Zealand banking regulations.

4.5 Our refund policy complies with New Zealand consumer law. Refunds will not be provided where you change your mind or fail to collect your order.

5. Your Responsibilities

5.1 You must ensure that all information provided (including payment details) is accurate.

5.2 You are responsible for ensuring you have the legal right (e.g. age restrictions for alcohol) to order specific products.

5.3 You must not misuse mvMobile for fraudulent, unlawful, or disruptive activity.

6. Alcohol Purchases

6.1 You must be 18 years or older to purchase alcohol through mvMobile. By placing an order for alcoholic beverages, you represent and warrant that you are at least 18 years of age.

6.2 The Venue reserves the right to request valid photographic identification (e.g. NZ Driver Licence, Passport, Kiwi Access Card) to verify your age at the time of collection or delivery.

6.3 If you cannot produce valid ID when requested, or if you are under the legal purchase age, the Venue will refuse supply of alcohol.

6.4 In such cases, no refund will be issued for the alcoholic portion of the order, and any associated charges remain payable.

6.5 Venues and staff must comply with the Sale and Supply of Alcohol Act 2012, and reserve the right to refuse service of alcohol to any person who is intoxicated or otherwise ineligible under law.

7. Privacy & Data Protection

7.1 MyVenue complies with the Privacy Act 2020.

7.2 Personal data collected (such as name, contact details, and order history) is used to facilitate your order and improve our services.

7.3 Payment information is processed securely via Verifone and Westpac and not stored by MyVenue in plain form.

7.4 For more detail, please see MyVenue's Privacy Policy. <https://myvenue.com/privacy-policy>

8. Liability

8.1 MyVenue provides the technology platform and payment processing only. The Venue is responsible for product quality, preparation, and service.

8.2 To the maximum extent permitted by law, MyVenue excludes liability for indirect or consequential loss.

8.3 Nothing in these Terms affects your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

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9. Amendments

We may update these Terms from time to time. Changes will take effect when posted within the app. Continued use of mvMobile constitutes acceptance of the updated Terms.

10. Governing Law

These Terms are governed by the laws of New Zealand. Any disputes shall be subject to the non-exclusive jurisdiction of New Zealand courts.

11. Customer Service & Complaints

11.1 If you have concerns about your order or payment, please contact the Venue directly at www.venuesotautahi.co.nz/contact-us