

## **NZME Network Website Terms of Use**

The terms and conditions set out below ("**Terms and Conditions**") govern your use of the NZME Network. By using the NZME Network, you must accept and abide by the Terms and Conditions. If you do not accept the Terms and Conditions, you are not permitted to use the NZME Network and you must refrain from using it.

If you have any complaints or questions regarding the NZME Network or the Terms and Conditions then you can contact us through [www.nzme.co.nz](http://www.nzme.co.nz).

If you are an advertiser on the NZME Network, these Terms and Conditions apply to you in addition to the NZME Advertising Terms and Conditions. A copy of the NZME Advertising Terms and Conditions is available on [www.nzme.co.nz](http://www.nzme.co.nz). To the extent of any inconsistency, these Terms and Conditions prevail in relation to your use of the NZME Network.

NZME reserves the right to make changes to these Terms and Conditions which will be effective once they are published on this site. You should revisit this area of the NZME Network regularly to check the Terms and Conditions.

### **Use of the NZME Network by you:**

You agree to only use the NZME Network for purposes permitted by the Terms and Conditions. You are responsible for all equipment and software used to access the NZME Network.

### **You must not:**

- use the NZME Network directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms and Conditions;
- use the NZME Network directly or indirectly to post or transmit any Material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends or restricts any person, or which prevents any other user from using or enjoying the NZME Network or which is false, misleading or deceptive in any way;
- submit for posting or otherwise distribute any Material in any way which violates, plagiarises or infringes upon the rights of any third party, including but not limited to any copyright or trademark law, privacy or other personal or proprietary or moral rights;
- use the NZME Network directly or indirectly, or use any service provided on the NZME Network, to conduct surveys, contests, pyramid schemes, or send chain letters, junk email, spam or any other duplicative or unsolicited messages (commercial or otherwise);
- attempt to gain unauthorised access to the NZME Network or use another person's name, registration account or password;
- impersonate any person or entity or create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message you post on the NZME Network or falsely state or otherwise misrepresent your affiliation with a person or entity;
- knowingly provide registration information that is not truthful;
- tamper with, hinder the operation of or make unauthorised modifications to the NZME Network;
- knowingly transmit any virus or other disabling feature to the NZME Network;
- collect information about others, including email addresses, without their consent; or
- engage in any other conduct that we may advise that we consider (in our absolute discretion) breaches these Terms and Conditions or is otherwise inappropriate for the NZME Network.

### **Disclaimer and Limitation of liability**

To the extent permitted by law, NZME and its information contributors and associated service providers exclude all warranties, including without limitation, as to the availability, accuracy, completeness, currency or

reliability of the Material, products or services, including products or services of any third party, that are made available via the NZME Network.

NZME does not investigate or endorse any person, company or organisation that uses, advertises, posts on or provides Material to the NZME Network or any events, information, products or services ("**Products**") offered for sale or otherwise identified or provided by them. The availability of Material through the NZME Network does not constitute advice about the appropriateness, value or suitability of any Material or Product, any particular transaction or course of action nor does it constitute any recommendation or endorsement by NZME of any Product or to you to enter into any transaction or follow any course of action. Any decision that you make about any Material or Products offered, identified or provided through the NZME Network or referred to or advertised on the NZME Network must be based solely on your own evaluation of your circumstances and objectives and of the Material or Product. NZME recommends that you independently verify the accuracy, currency or reliability of any Material made available via the NZME Network and upon which you intend to rely.

The NZME Network and Material available on it are provided on an "as is" basis. You understand that by using this NZME Network, you may be exposed to content that is posted by third parties which you may find indecent or objectionable.

NZME makes no warranty that the NZME Network will be free from viruses or any kind of malicious code whatsoever. To the extent permitted by law, all implied warranties, conditions and representations about or in relation to:

- the NZME Network;
- Material on the NZME Network;
- the services or Products made available through the NZME Network;
- the availability of the NZME Network; and
- your use of the NZME Network,

are excluded.

To the extent permitted by law, we (and our officers, employees, agents or related bodies corporate) exclude all liabilities (including in contract, for negligence or otherwise) for any loss, damage (whether direct or consequential), costs or expenses suffered by you or claims made against you in connection with, however caused:

- your use of the NZME Network (and its Material);
- any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to the NZME Network;
- any failure to provide the NZME Network;
- any Products, goods or services supplied, offered or advertised on the NZME Network; or
- your purchase of any goods or services offered for sale on the NZME Network or your use or reliance on any information provided on the NZME Network.

### **Linked Sites**

The NZME Network may contain links to external sites. Those sites are not part of the NZME Network and, unless otherwise indicated, are not under NZME's control. No link appearing in the NZME Network and no external sites linked to the NZME Network is endorsed by NZME and no responsibility is taken for material in them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify NZME against any liability arising out of your accessing any linked site.

### **Accuracy of Registration Information**

When registering on the NZME Network, you must ensure that all information you provide is correct and up-to-date. If you change your details during the period of your membership, you agree to ensure your details are updated.

### **Username and Password**

It is your responsibility to keep your login (email address) and your password safe and secure. If there is any activity undertaken with your login details then you are responsible. Your account is for your sole, personal use. You may not allow others to use your account and you may not assign or otherwise transfer your account to any other person or entity. If you think that your details may have been used by someone else then you must notify contact NZME as soon as possible. You must also change your password immediately. You agree to indemnify NZME against any and all claims arising out of your failure to maintain the confidentiality of your username and password.

### **Website Payments**

If any credit card payments are made on the NZME Network, those payments are processed by an independent third party service provider. You consent to disclosure of relevant information about you to that provider on a confidential basis. If you wish to obtain further information about the provider, then contact us in accordance with the NZME Privacy Policy. To the extent permitted by law, NZME excludes all liability in relation to those payments and the services provided by that third party.

### **Placement and Removal of Material on the NZME Network**

We reserve the right (but have no obligation):

- a. to decline to publish, or where already published, to remove any Material that we consider in our absolute discretion is inappropriate for the NZME Network for any reason;
- b. to establish general practices and limits concerning the uploading of Material to the NZME Network or the level and amount of your use of the NZME Network and that these practices and limits may be modified from time to time;
- c. to monitor use of the NZME Network by you and store and disclose any information we collect, including in order to investigate you compliance with these Terms and Conditions or for the purposes of any police investigation or governmental request.

You agree that NZME has no responsibility or liability for the deletion or failure to store any Material submitted by you to the NZME Network.

By providing Material to NZME for posting or publishing on the NZME Network, you:

- a. authorise NZME to use any Material you provide to us in good faith for the purposes of complying with any legal process, responding to claims of third parties and to protect the rights or property of NZME and its customers and the public;
- b. authorise NZME to edit, modify, amend or adapt or otherwise change your Material;
- c. grant NZME a world-wide, royalty-free, non-exclusive licence to use and exploit all intellectual property rights in your Material, in perpetuity, without restriction and without making any payment to you and without seeking any further approval from you, including publication of that Material in hard copy publications or in electronic media, using your Material in advertising or promotional material and permitting others to do any of these, including when others or NZME receive payment for doing this;

- d. waive all moral rights in your Material and consent to NZME doing anything which NZME (or anyone permitted by NZME) may do in relation to your Material which would otherwise be in breach of your moral rights. This includes NZME using your Material without attributing you as the source of your Material;
- e. warrant that you are the sole author or owner of the Material;
- f. warrant that you have the right to grant the abovementioned licence;
- g. agree that we may use your name, likeness, publically accessible biographical data in connection with our use of such Material; and
- h. agree to indemnify NZME and its officers, employees and agents from any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of the publication by NZME of your Material.

You acknowledge that our use of your Material may include licensing such Material to third parties and/or using such Material for advertising purposes. In no event shall we be required to seek your approval or provide you with any compensation in connection with such uses. You acknowledge that nothing contained within your Material would require us to seek permission of a third party in order to use the Material as described in these Terms of Use. Not all submitted Material will be published. Publication is at the discretion of NZME.

### **Intellectual Property**

You acknowledge that copyright, trade marks and all other intellectual property rights ("**IP Rights**") in the NZME Network and in the Material displayed or available through the NZME Network belongs to NZME or its licensors.

You are provided access to the NZME Network only for your personal use. Subject to applicable laws:

- unauthorised use of the Material is strictly prohibited and may infringe NZME's or its licensors IP Rights in the Material; and
- no content may be reproduced, published or transmitted in any manner without the prior written consent of NZME.

Without limiting the above, and subject to applicable law, you may not without prior written permission from NZME:

- archive the Material or any part of it;
- form a database whether electronically or otherwise by systematically downloading or storing all or any of the Material;
- redistribute or republish the Material; or
- link to the NZME Network including (without limitation) linking in any way which:
  - frames the NZME Network;
  - replicates the NZME Network; or
  - misleads any person regarding any association with the NZME Network or any association with NZME (whether implicitly or expressly).

The trade marks used on the NZME Network are NZME's trade marks or the trade marks of a third party. Nothing on the NZME Network should be construed as granting any licence to use any trade mark without the permission of the owner.

You must not use any of NZME's trade marks:

- as or as part of your trade marks;
- in connection with goods or services which are not the goods or services of NZME;
- in a manner that may be confusing, misleading or deceptive; or
- in a manner that disparages NZME, its information or services or the NZME Network.

### **Technical Difficulties**

You acknowledge that your use of the NZME Network and associated services may be subject to interruption or delay. Due to the nature of the Internet and mobile phone communications, NZME and its service providers do not make any warranty that the NZME Network or services will be error free, without interruption or delay or free from defects in design or engineering.

The compatibility of this NZME Network is not guaranteed for all software or hardware of users.

### **Indemnity**

To the maximum extent permitted by law, you specifically agree to indemnify and hold NZME and its affiliates, employees, agents, representatives and third party service providers, harmless from any and all claims and liabilities relating to your use of the NZME Network or its use by any person on your behalf. For the purposes of this paragraph NZME Network includes any linked sites.

### **Privacy**

You acknowledge that you have read and understood the terms of the NZME Privacy Policy available on this website. You agree that NZME may use and disclose information about you in accordance with the terms of the NZME Privacy Policy. You also agree to check the NZME Privacy Policy on a regular basis and to let NZME know if you object to use or disclosure of information about you in accordance with any updated statement.

If you make contact with a person through the NZME Network and that person requests that you do not contact them again, you must comply with that request. You must not disclose the contact details of any person that you obtain through the NZME Network without the prior consent of that person.

### **Severability**

The illegality, invalidity or unenforceability of any part of the Terms and Conditions will not affect the legality,

### **Termination**

We reserve the right to suspend, limited, cancel or disable your access or membership from the NZME Network without prior notice (i) if we reasonably believe that you or someone authorised by you breaches any of the Terms and Conditions, (ii) if considered necessary by NZME due to technical or security issues, (iii) if there is a prolonged period of inactivity on the NZME Network by you (iv) if NZME is requested to do so by a government or law enforcement agency (v) or if it is otherwise considered necessary by NZME at its sole discretion. NZME is not required to provide any reasons for a decision to suspend, limited, cancel or disable your access or membership.

Upon termination of your membership you will be restricted from accessing any member restricted area of the NZME Network, submitting any Material to the NZME Network and any Material submitted by you to the NZME Network or other information held by NZME in relation to your use of the NZME Network may be deleted and is not returnable to you.

### **Benefit of Terms and Conditions**

NZME holds the benefit of all rights conferred on NZME or its officers, employees or agents under these Terms and Conditions as trustee for those persons and may enforce those rights on their behalf in its capacity as trustee.

### **Competition Terms and Conditions**

NZME holds a number of competitions at any one time across its individual brands. Each competition will feature terms and conditions unique to it, but for general NZME competition terms and conditions [click here](#).

## Law

These Terms and Conditions are governed by, and construed in accordance with the law in force in New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for any proceedings in connection with these Terms and Conditions

## Definitions

In these Terms and Conditions:

**NZME Network** means all of the New Zealand websites, mobile sites and Apps that we own and/or operate from time to time, regardless of how those websites are accessed by users (including via the Internet, mobile phone or any other device).

**Material** means information, data, text, software, illustrations, photos, audio, video, any combination of these or other material.

**Us, we, our** or **NZME** means NZME Publishing Limited, NZME Radio Limited and/or their related companies or joint ventures.

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