

## Terms & Conditions

Media Chaplaincy New Zealand owns and maintains this website [cba.org.nz](http://cba.org.nz) (website) and your access and use of the Website is subject to our Terms and Conditions and indicates your automatic acceptance of these Terms and Conditions.

### 1. Ownership

The information, video and audio clips, text, logos, graphics, icons, buttons, images, trademarks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Website (Content) are owned by Media Chaplaincy New Zealand unless otherwise stated.

### 2. Access

In order to use this Website, you need the equipment and connections necessary to access the Internet. You are responsible for:

1. the provision of any access to the Internet/or connection;
2. the payment of any cost associated with such connection or access (such as those charged by an online service or other Internet service provider); and
3. the provision of all equipment necessary for you to make a connection to the Internet, including a computer and a modem, and a web browser.

### 3. Media Chaplaincy New Zealand reserves the right to deny you access to, or use of, all or part of the Website, without prior notice, if you engage in any conduct that Media Chaplaincy New Zealand believes, in its sole discretion:

1. violates any provision of these Terms & Conditions; or
2. violates any rights of Media Chaplaincy New Zealand or third parties; or
3. is otherwise inappropriate for continued access and use of the Website.

### 4. System integrity and user conduct

You must not use the Website to:

1. impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
2. send junk, obscene, indecent, offensive, or threatening electronic mail or 'spam' to people who would not wish to receive mail from you;
3. falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Website;
4. interfere with and/or disrupt the Website or servers or networks connected to the Website, or ignore any requirements, procedures, policies, or regulations of networks connected to the Website;
5. attempt to gain unauthorised access to the Website or computer systems or networks connected to the Website through any means;
6. commit forgery (or attempted forgery);
7. harass any individual, or harm minors in any way;
8. collect or store personal data about other users, including email addresses; or
9. violate any applicable local, national or international law, convention or regulation.

### 5. Links & advertising

This Website may contain links to external third party websites. Those websites are not under the control of Media Chaplaincy New Zealand and Media Chaplaincy New Zealand is not responsible for the content or the links contained in those websites.

Neither Media Chaplaincy New Zealand nor its officers, directors, employees, agents, or related bodies corporate are responsible for the content of any third party websites which may be linked to or from the Website, or the products or services of any third party organisations mentioned or described on this

Website or linked to or from this Website. You acknowledge that you enter any third party websites at your own risk.

The Website may contain advertisements or endorsements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. If you choose to acquire goods or use a service advertised by a third party on the Website, you do so using your own judgment and at your own risk.

Unless otherwise stated on the Website, neither Media Chaplaincy New Zealand nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Website, nor do they offer the goods or services for sale or make any other representation whatsoever about them.

## **6. Intellectual property rights/limited licence to use the Website**

The Content of the Website is protected by copyright, trademark and other intellectual property laws.

You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content without the prior written consent of Media Chaplaincy New Zealand, except as expressly provided in these Terms & Conditions or as permitted by the Copyright Act.

The Media Chaplaincy New Zealand logo and name are the registered trademarks of Media Chaplaincy New Zealand, and may not be used as part of your business or in connection with any goods or services without the prior written consent of Media Chaplaincy New Zealand.

## **7. Disclaimer of warranties & limitation of liability**

1. This Website is provided by Media Chaplaincy New Zealand on an 'as is' basis without any express or implied warranty of any kind;
2. Media Chaplaincy New Zealand has put in place reasonable security measures to protect the information you provide or obtain when accessing the secure pages of the Website. However, the World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Website may be intercepted, used or modified by third parties.
3. Media Chaplaincy New Zealand does not warrant that access to or use of this Website will be uninterrupted or error free or that the Website or any Content on or accessible through the Website is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful components;
4. Unless otherwise stated, Media Chaplaincy New Zealand does not warrant anything about the reliability, relevance, accuracy, completeness, timeliness, suitability, quality, physical state or fitness for a particular purpose of Content on the Website;
5. Media Chaplaincy New Zealand will use reasonable efforts to update the Content on the Website, however Media Chaplaincy New Zealand does not make any commitment in this regard. You are responsible for assessing the relevance, reliability, suitability and accuracy of the Content on the Website;
6. You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Website or the material on or accessible through the Website;
7. Neither Media Chaplaincy New Zealand nor any of its officers, directors, employees, agents or related bodies corporate shall be liable for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use the material or information available on or accessible through the Website, even if Media Chaplaincy New Zealand has been advised of the likelihood of such damages.

If Media Chaplaincy New Zealand cannot lawfully exclude or modify its liability under a statutory term, condition or warranty, then the term, condition or warranty is deemed to be included in these Terms &

Conditions and the liability of Media Chaplaincy New Zealand, its officers, directors, employees, agents and related bodies corporate for a breach of that term, condition or warranty, (including any economic or consequential loss) is limited, at the option of Media Chaplaincy New Zealand to:

1. in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the payment of the costs of replacing or repairing the goods or acquiring equivalent goods.

## **8. General**

Media Chaplaincy New Zealand may from time to time amend, update, or change the Website or the Content on the Website, including these Terms & Conditions, without prior notice.

These Terms & Conditions constitute the entire agreement between you and Media Chaplaincy New Zealand with respect to this Website.

If any provision of these Terms & Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms & Conditions shall remain in full force and effect. The failure by Media Chaplaincy New Zealand to insist upon or enforce strict performance of any of these Terms & Conditions will not be construed as a waiver of any right or remedy of Media Chaplaincy New Zealand in respect of any existing or subsequent breach of these Terms & Conditions.

These Terms & Conditions shall be governed by the laws of New Zealand and each party submits to the exclusive jurisdiction of the Courts of New Zealand.