

## WEBSITE ACCESS POLICIES

### TERMS OF ACCESS

These are the Terms of Access (the Terms) which apply to all MediaWorks websites (the Site or the Sites). If you use the Sites you acknowledge that you have read and understood the Terms and agree to be bound by them. 'MediaWorks' includes but is not limited to all brands and operating companies controlled by or associated with those entities.

MediaWorks may change the Terms from time to time. Using any MediaWorks Site after the Terms have changed means you accept the changed Terms. The Site, and the information on it, is intended for New Zealanders only, although others are welcome to visit the Site. Non-New Zealanders who visit the Site do so of their own initiative and are responsible for obeying their local laws. New Zealand law governs the Site.

All content on the Site is protected by intellectual property rights (copyrights, trade marks or other rights and laws). You need MediaWorks' prior written consent to deal with any of the Site content. However, you can take one copy (print or download) of the content on the site on any one computer for your personal use, as long as you respect all intellectual property notices.

MediaWorks takes no responsibility for other sites which maybe linked to the Site. MediaWorks also requests that you obtain permission prior to linking to the site. If you do link to the site it is at your own risk.

You use the Site at your own risk. The Site may not always be available, for example, during maintenance or repair. MediaWorks endeavours to make sure that the content in the Site is correct, but it is provided "as is" and "as available", without warranties of any kind (either express or implied).

You agree that MediaWorks will not be liable for your reliance on any information on the Site (even if negligently provided). You also agree that MediaWorks will not be liable for any damages (direct, incidental, special, consequential, indirect or punitive) resulting from the use of (or inability to use) the Site. You agree that if we are held responsible for any damage or loss, MediaWorks' total liability to you for all damages, losses, and causes of action (whether in contract, tort - including but not limited to negligence - or otherwise) will not exceed the amount paid by you, if any, for accessing the Site.

If you are a business using the Site, then you agree that the provisions of the New Zealand Consumer Guarantees Act 1993 does not apply to your use of the Site or your reliance on the Site.

If you breach the Terms in any way you agree to keep MediaWorks fully indemnified against all the consequences of your breach.

While we endeavour to keep information and materials on the Site secure and confidential, we are not responsible for any breach of security which is out of our control. We do not warrant that the Site is completely secure.

We respect your privacy and comply with the Privacy Act 1993. We will ensure that all personal information, if any, stays within the MediaWorks group. We may use such information in relation to providing publications, services and information to you. You are entitled to access the personal information we hold about you, and amend it if it is incorrect.

### **NBC Universal Content**

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The agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remained provisions.

This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## **PRIVACY POLICY**

At MediaWorks we take your privacy seriously. This Privacy Policy sets out generally how we may gather, use, disclose and manage personal information.

Personal information means information or opinions about an individual whose identity is apparent or can reasonably be ascertained from the information.

### **Collection**

During the course of dealing with you, MediaWorks will collect basic personal information about you, including but not limited to your name, address and contact details.

We may also request other specific information from you relating to the publications, goods or services that you wish to obtain.

When initiating contact with MediaWorks via mobile phone (ie. including but not limited to sending MediaWorks a text), the phone number from which the text was sent will be stored in a database.

The Site places a cookie on the hard drive of your computer. A "cookie" is a file which allows us to track and target the interests of users. While we recommend that users enable cookies on their browsers in order to enjoy all the features of the Site, the decision remains in the hands of the individual. (The management of cookies will be

different depending on each user's PC - refer to your browser help menu for further information.)

## **Use and Disclosure**

For the purposes set out in this Privacy Policy, MediaWorks will use the information collected for any purpose disclosed at the time of collection or for related purposes. Generally we will only use or disclose your personal information as follows:

to provide the publication, product or service (including the daily related content through MediaWorks and its related brands within the MediaWorks television, radio, print and online properties) you have requested or to answer your inquiry;

to third parties where we have retained those third parties to assist us to provide the publication, products or services you have requested. For example, we have contracts with third parties to assist us with functions such as mail outs;

to different parts of MediaWorks and its related brands within the MediaWorks Group to enable the development, promotion and marketing of other publications, products and services and to improve our customer service in general;

for direct marketing of publications, products or services; or

where otherwise legally permitted.

Removal from the database or to be listed as non-contactable can be requested at any time. If no request is made you are deemed to have expressly consented to the storage and use of the information.

## **CONTRIBUTIONS TO THE SITE**

Do not endanger yourself or others, take any unnecessary risks while gathering photos, audio and/or video footage - and remember MediaWorks does not condone the infringement of any laws.

Any content you submit to The Site, (including but not limited to text, graphic, audio and video) must at the time of submission be yours to do with as you wish. By contributing the said content you are declaring:

you have the right to make the work available to MediaWorks;

you grant MediaWorks a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution;

the supplied content is not defamatory in any way, shape or form; and

your contribution does not infringe any law.

Further to the above, by submitting the content you:

indemnify MediaWorks against all legal fees, damages and other expenses that may be incurred by MediaWorks as a result of your breach of the above declaration; and

waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

If you do not want to grant to MediaWorks the rights set out above, do not submit your contribution.

When submitting content via mobile phone you are responsible for all mobile data costs incurred. If you are not sure of such costs, MediaWorks insist you check with your mobile service provider before contributing to the Site.

By submitting the content MediaWorks is by no means obligated to publish it.

### **Rules of Engagement**

Anyone who wants to post comments by way of Public Forum on or is to contribute in any way to the Site is to abide by the following rules. If the Site has specific rules or terms to the contributing area those specific rules or terms will apply if there is any inconsistency with the below.

About your submission/s:

Contributions must be civil and tasteful.

No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.

No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.

If you use multiple logins for the purpose of disrupting the community or annoying other users you may have action taken against your account/s.

No spamming or off-topic material: we do not allow the submission of the same or very similar contributions many times. Please do not re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.

No advertising.

No spoilers: material which contains plot developments which have not yet been transmitted on New Zealand television and/or radio are not permitted and will be deleted unless submitted in a designated 'spoilers' area.

Contributions containing languages other than English may be removed unless allowed in the Site's relevant local rules.

No impersonation.

No inappropriate (e.g. vulgar, offensive etc) user names.

You may not refer to specific URLs (web site addresses) unless allowed under the Site's relevant local rules.

Deliberate misuse of the facility is not permitted. If you persist in doing this action may be taken against your account.

Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, home address or email address), and please do not include postal addresses of any kind. If you have a helpful address to share, inform the host of the Site using the 'Contact Us' link, and they will promote it if they see fit.

About the law:

You may not submit any defamatory or illegal material of any nature to the Site. This includes but is not limited to text, graphics, video, programs or audio.

Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.

You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

The views expressed in the Public Forum areas throughout the Site are those of members of the public and are not necessarily those of MediaWorks.

If you are under 16:

Please get a parent's or guardian's permission before contributing to the Site. Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address) in a Public Forum.

If you breach these Rules:

If you fail to abide by the Rules of Engagement (and/or any variations held within the Site) you risk your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of MediaWorks areas in which public contributions are made.

If you post or send offensive or inappropriate content anywhere on or to the Site or otherwise engage in any disruptive behaviour on the Site, and MediaWorks considers such behaviour to be serious and/or repeated, MediaWorks may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.

MediaWorks reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

By contributing to The Site you consent to MediaWorks making contact with you in regards to your submissions in the event that MediaWorks considers it necessary to do so.

Posting comments is not the same thing as complaining to MediaWorks or notifying MediaWorks of a problem.

If you see a comment/posting that you believe to be inappropriate please let us know.