

# WEBSITE TERMS OF ACCESS

MediaWorks Holdings Limited and related bodies corporate (“we” or “us” or “MediaWorks”) operates a number of television and radio websites in New Zealand (for convenience we will call these the “Sites”). These are the Terms that apply when you use our Sites from time to time.

## Acceptance of these Terms

If you use the Sites, then you acknowledge that you accept the Terms and agree to be bound by them.

MediaWorks may change the Terms from time to time, so it is worth checking in and reviewing them from time to time. Using any of the Sites after the Terms have been changed means you accept the changed Terms.

## Who can use the site?

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.

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.

## Our rights to use your content

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

- you have the right to make the Material 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, moral and publicity rights with respect to the Material worldwide and/or to incorporate the Material in other works in any media now known or later developed for the full term of any rights that may exist in the Material (including without limitation the right to exploit the Material);
- you have obtained any required clearances in relation to the Material (including without limitation any required consents/releases of persons appearing in the Material);
- the Material does not infringe any law and is not defamatory in any way, shape or form;

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

## Intellectual Property

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.

## **Posting on the site – 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:
- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- 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.
- 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.

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.

If you are under 16 years old, 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 see a comment/posting that you believe to be inappropriate please let us know.

### **Disclaimer And Limitation Of Liability**

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.

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).

"WEATHER FORECAST DISCLAIMER: As a user of forecast information provided on the Site you acknowledge the uncertainty inherent in forecast predictions. The information is provided "as is" without warranties of any kind, express or implied, including accuracy, completeness, correctness, timeliness or fitness for any particular purpose."

## Linked Sites

The Sites may contain links to external sites. Those sites are not part of the Sites and, unless otherwise indicated, are not under MediaWorks' control. No link appearing in the Sites and no external sites linked to the Sites is endorsed by MediaWorks 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 MediaWorks against any liability arising out of your accessing any linked site.

## PRIVACY POLICY

Your privacy is really important to us. This Privacy Policy details how we capture and use your personal information across all of our Sites.

### What information do we collect?

We may collect a range of personal, technical and general information, including:

- information you have provided to us, including on our Sites or when you have entered a competition;
- information provided by other companies who have obtained your permission to share information about you;
- records of any interactions you have on our site, or communications you may have with us (including any information, uploads and comments you make about the shows, channels, programmes, advertisements and services you use);
- details of when you visit, where you are and what you look at;
- computer information like your IP address, operating system and browser type.
- Information from cookies.

### How will we use your information?

In addition to using your information to provide you with content, products, services, tailored and personalised recommendations, and general account management, and the management of traffic across our network of Sites, we may also use your information in the following ways:  
for market research;

to enable us to comply with any legal or regulatory requirements (under the Privacy Act or otherwise); to protect or enforce our rights or the rights of any third party; in the detection and prevention of fraud and other crimes;

we use your information (together with other user data) to look at website traffic, analyse trends and to help us understand how the Sites are working.

### Unless you've asked us not to:

- To send you periodic newsletters and other information about content, products and services you have chosen or are entitled to receive.
- To send you direct marketing. This may include communications by post, telephone or email, about us and our business partners' content, products and services, events and special offers.
- To provide you with more relevant tailored advertising. We use the information we hold about you, to make some of the adverts you see more relevant.
- To provide you with advertising and information about the products and services of carefully selected third party business partners.

## How do we disclose your personal information?

If you have opted in, we may share some of your information with carefully selected advertiser partners.

But (unless you have opted in to third party communications) we only ever provide your personal information to independent third parties, to enable us to provide content and services to you. And we'll only share your information in specific circumstances, like these:

- If we need a third party service provider to send out our communications to you.
- Sometimes we may use authorised companies to help us provide personalised services to you.
- To comply with the law. Sometimes we may need to share information with third parties to comply with the law.

## Updating your preferences

You can update your preferences (what communications you have provided your permission to) by either clicking on the Unsubscribe link in any of our communications, or by visiting your profile page which is accessible through the "Edit Profile" link on the top right of any page.

## COOKIES

Our Sites will place a cookie on the hard drive of your internet protocol device. A "cookie" is a file, which allows us to track the interests of users. While we recommend that users enable cookies on their browsers, the decision remains in the hands of the individual. (The management of cookies will be different depending on each user's internet protocol device - refer to your browser help menu for further information).

### Use of Cookies

We use cookies for a number of reasons:

1) For statistical purposes to track how many individual unique users we have and how often they visit our website. We collect data listing which of our pages are most frequently visited and by which types of users and from which countries.

2) We use third parties to collect anonymous user information including through the use of cookies (flash and non-flash) and web beacons.

Visit <http://www.nielsen.com/digitalprivacy#how> to learn more information about how we use a third party service to collect and use information on MediaWorks websites.

3) Both MediaWorks and third party advertisers will generate cookies to collect statistical data such as whether a user has seen an advertisement and if so, how long ago, how many users have seen an advertisement and how many users have seen it more than once.

4) Placing cookies on your computer means we can serve you adverts that you might be more interested in, and allows us to control the number of times you see them and measure how effective the ad campaign has been. This helps us to keep the site free of charge.

You can turn cookies off but if you do this you may not be able to use as many services on our website and you might see more pop-ups and other intrusive advertising, as we won't be able to limit what you see using cookies. You will however still be able to view editorial content.

By using this site you are agreeing to the use of cookies as described.

### Use of Browser fingerprinting

We may use browser fingerprinting when a third party wishes to accurately track its advertising conversion without using cookies. The technique uses the characteristics of your browser to uniquely identify your computing device but not you as an individual, and hence it is not used to target advertising at an individual. Browser fingerprinting cannot be controlled by user configured browser settings in the same way as cookies. By using this Site you are agreeing to the use of browser fingerprinting as described.

### **Personalised Advertising**

MediaWorks currently delivers Online Behavioural Advertising (OBA). OBA allows us to deliver targeted advertising to visitors to our website. OBA works by showing you adverts which are based on the type of content you have been reading, and delivering adverts which we believe may be of interest to you.

As you browse MediaWorks websites one of the cookies we place on your computer will be an advertising cookie so we can understand what sort of pages you're interested in. Some of our partners prefer to use browser fingerprinting instead of cookies to uniquely identify your device to improve the accuracy of their advertising billing.

This information we collect about your computer enables us to group you with other computers who have shown similar interests. We can then display advertising to you which is based on these interests. For instance if you have been reading a lot of Food and Drink articles we may decide to show you more adverts based on food and drink.

Behavioural retargeting is another form of OBA which enables us and some of our advertising partners to show you ads based on your online reading away from MediaWorks websites. For example, if you have visited the website of an online clothes shop you may start seeing ads from that same shopping site displaying special offers or showing you the products that you were browsing. This allows companies to advertise to website visitors who leave their website without making a purchase.

We may also want to share behavioural data with other websites. This may mean that when you are on other websites you are served advertising based on your behaviour on MediaWorks, and on MediaWorks you may be served advertising based on your behaviour on other sites.

Behavioural retargeting is another form of OBA which enables us and some of our advertising partners to show you ads based on your online reading away from MediaWorks. For example, if you have visited the website of an online clothes shop you may start seeing ads from that same shopping site displaying special offers or showing you the products that you were browsing. This allows companies to advertise to website visitors who leave their website without making a purchase.

If you want to opt out of receiving online behavioural advertising this does not mean that you will no longer receive advertising when you are using this website. It just means that the advertising you see will not be customised to you.

### **Opting out of cookies**

MediaWorks uses Google DoubleClick technology and cookies to serve interest based advertising. DoubleClick offers consumers the opportunity to select a persistent opt-out cookie to prevent information from being uniquely associated with their browsers. This way, a user can opt out of DoubleClick's cookies without erasing or altering other cookies associated with a browser.

To opt out of DoubleClick cookies, a user can go to <https://www.google.com/settings/ads/onweb>, and click on the 'Opt out' button. The user can verify the opt-out process by checking that the doubleclick.net cookie used in the browser reads "id=opt\_out". This opt-out procedure must be performed for all browser versions on all of the computers that an individual uses.