



## WEBSITE TERMS OF ACCESS

MediaWorks Holdings Limited and companies in the MediaWorks group (“we”, “us”, or “MediaWorks”) operates a number of radio and outdoor advertising websites in New Zealand (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 these 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. Anyone who is not a resident of New Zealand and visits the Site does so of their own initiative and is 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 that 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:

1. you have the right to make the Material available to MediaWorks;
2. 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);
3. you have obtained any required clearances in relation to the Material (including without limitation any required consents/releases of persons appearing in the Material); and
4. 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 the Site – or who wishes to contribute in any way to the Site – must 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 general rules.

General rules about your submission/s:

1. Contributions must be civil and tasteful.
2. No disruptive, offensive or abusive behaviour.
3. No unlawful or objectionable content - unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
4. No advertising.
5. No spoilers – material which contains plot developments which have not yet been transmitted on New Zealand radio are not permitted.
6. Contributions containing languages other than English may be removed unless allowed in the Site's relevant local rules.
7. No impersonation.
8. No inappropriate (e.g. vulgar, offensive etc.) user names.
9. You may not refer to specific URLs (web site addresses) unless allowed under the Site's relevant local rules.
10. 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 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 or guardian's permission before contributing to the Site. Never reveal any personal information about yourself or anyone else (for example, telephone number, home or email address) in a Public Forum.

If you see a comment/post 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 access of any linked site.