

# Terms & Conditions

Girls' Brigade New Zealand Inc. (GBNZ) owns and maintains the website girlsbrigade.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 content of this website, unless otherwise stated, is owned by GBNZ. The content includes but is not limited to the information, video and audio clips, text, logos, graphics, icons, buttons, images, trademarks (whether registered or not), layout, graphical user interface, look and feel, and control features of the Website.

## 2. Access

In order to use the 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.

GBNZ reserves the right to deny you access to, use all or part of the Website, without prior notice, if you engage in any conduct that Girls' Brigade News Zealand believes, in its sole discretion:

1. violates any provision of these Terms & Conditions; or
2. violates any rights of GBNZ or third parties; or
3. violates any policies of GBNZ; or
4. is otherwise inappropriate for continued access and use of the Website.

## 2. 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. 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.
4. attempt to gain unauthorised access to the Website or computer systems or networks connected to the Website through any means.
5. harass any individual or harm any individual in any way.
6. collect or store personal data about other users, including email addresses; or
7. violate any applicable local, national, or international law, convention, or regulation.

### 3. Links & advertising

This Website may contain links to external third-party websites. Those websites are not under the control of Girls' Brigade New Zealand who is not responsible for the content or the links contained in those websites.

Neither Girls' Brigade New Zealand or its officers, board members, employees, 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 using your own judgment and at your own risk.

Unless otherwise stated on the Website, neither Girls' Brigade New Zealand or its officers, board members, employees, 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.

4. 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 GBNZ, except as expressly provided in these Terms & Conditions or as permitted by the Copyright Act.

The Girls' Brigade logo and name are the trademarks of Girls' Brigade New Zealand and may not be used without the prior written consent of GBNZ.

5. Disclaimer of warranties & limitation of liability

1. This Website is provided by Girls' Brigade New Zealand on an 'as is' basis without any express or implied warranty of any kind.
2. Girls' Brigade 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. Girls' Brigade New Zealand does not warrant that access 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, Girls' Brigade 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. Girls' Brigade New Zealand will use reasonable efforts to update the Content on the Website, however Girls' Brigade 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 Girls' Brigade News Zealand nor any of its officers, board members, employees, 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 Girls' Brigade New Zealand has been advised of the likelihood of such damages.

If Girls' Brigade 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 Girls' Brigade New Zealand, its officers, board members, employees, for a breach of that term, condition, or warranty, (including any economic or consequential loss) is limited, at the option Girls' Brigade New Zealand

Girls' Brigade 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 Girls' Brigade 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 Girls' Brigade 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 Girls' Brigade 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.