

CINZ Terms of use

Introduction

<https://www.conventionsnz.co.nz> (this 'Website') is owned and operated by Conventions and Incentives New Zealand (CINZ) ('CINZ', 'we', 'us', 'our'). These terms of use constitute an agreement made between you, the Website user, ('you', 'your' and us). You must not access or use this Website unless you accept all of these terms of use. By accessing and using this Website you are agreeing that you have read, understood and accepted these terms of use, and agree to be bound by them and that you are authorised to enter into and perform them.

Scope of these Terms and Conditions

These Terms and Conditions cover the site (www.conventionsnz.co.nz)

Your use of this Website

You agree not to use this Website for any purpose that is unlawful or to engage in any conduct that is likely to impair or cause damage to the operation of this Website whether by way of a virus, corrupted file, through use of any software or program, or otherwise. Furthermore you agree not to alter, modify, reproduce, communicate to the public or otherwise deal with the content, software, text, graphics, layout or design of this Website except in accordance with these terms of use.

Your account

In order to access certain information and features offered on this Website, you must create an account. To create your account, you must complete your account registration details in the manner described on this Website (including selecting a username and password which we will use to verify your identity when you use this Website). You must ensure that your account registration details are complete and accurate when submitted to us, certify that the information that you have given is true and correct, and you must keep your account registration details up-to-date. We may at our discretion (at any time and without notice to you) suspend or terminate your account, or your ability to use any features available through this Website.

Your username and password

Your account registration details (including your username and password) are personal to you. You must always maintain the confidentiality of your username and password and not disclose them to any third party. You agree that you are solely responsible for any use of this Website by any person using your username and password and you agree to indemnify us against any claims arising out of your failure to maintain the confidentiality of your username or password. You agree to not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

We will not be liable for any loss that you may incur as a result of someone else using your password or account (whether with or without your knowledge). You agree to notify us immediately of any unauthorised use of your account or any other breach of security.

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Feedback and unsolicited submissions

If you give us feedback about this Website or our products or services, you grant us the right to use that feedback for the purpose of improving our Website or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation in respect of our use of that feedback. If you do send us unsolicited ideas: they will be treated as 'user content' in accordance with these terms of use; and they will be deemed to be non-confidential; and we will not be required to provide any acknowledgement of their source.

Electronic communications

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in

writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our privacy policy. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

Cookies

This Website uses cookies to provide you with a better service.

Disclaimers

We do not give any warranty or other assurance as to the content of material appearing on this Website, its accuracy, completeness, timeliness or fitness for any particular purpose.

To the maximum extent permitted by law, we provide this Website and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

Neither CINZ or our suppliers will, under any circumstances, be liable under the law of tort, contract or otherwise for any loss of income, profits, data or savings or for any indirect, incidental, consequential, exemplary, punitive or special loss or damage of any party (including third parties), however caused, arising out of or in connection with the use of the Website or the reliance on any information on this Website.

If you are using our services for business purposes, you agree that the guarantees provided under the Consumer Guarantees Act shall not apply to those services.

Availability

Your use of this Website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that this Website or any associated services will be error free, without interruption or delay,

or free from defects in design. We will not be liable to you should this Website or the services supplied through this Website become unavailable, interrupted or delayed for any reason.

Malicious code

Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to this Website, we do not guarantee or warrant that this Website, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this Website does not expose your computer system to the risk of interference or damage from malicious code.

Security

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this Website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this Website or any outbound hyperlink.

Changes

We reserve the right to add to, modify, or remove this Website or any information, feature, specification, or other part of this Website (at any time and without notice to you). We reserve the right to change these terms of use from time to time by publishing the changed terms on this Website. You should review these terms of use periodically to be aware of such changes. Your continuing access or use of this Website following such publication shall be deemed your acceptance of the revised terms of use.

Governing law

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.

If you have any questions about the privacy policy and the security of your personal information, please contact:

Sue Sullivan – Chief Executive
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Our privacy policy is governed by New Zealand laws.