

WEBSITE TERMS OF USE

This page (together with the documents referred to on it) sets out the terms which apply to your use of our website <https://cornwallpark.co.nz/> (**Website**) (**Terms**). Use of our Website includes accessing, browsing, or registering to use our Website.

The Website is operated by The Cornwall Park Trust Board (**we, us, or our**). We are a registered charitable trust in New Zealand under trust number 211757 and have our registered office at 203 Greenlane Road West, Greenlane, Auckland, 9999, New Zealand.

By using our Website, you confirm that you accept these Terms and that you agree to abide by them. We reserve the right to change the Terms without advance notice by posting new Terms on our Website. If you do not agree to these Terms, please refrain from using our Website. Please check this page from time to time to take notice of any changes we make to the Terms.

If you have any questions, please contact admin@cornwallpark.co.nz.

ACCESSING OUR WEBSITE

Access to our Website is on a temporary basis, and we may amend the information on, or withdraw or suspend access to, our Website and/or the services on our Website without notice.

You are responsible for arranging your own access to our Website and for ensuring that anyone that accesses our Website through your internet connection is aware of and complies with these Terms. You must not use any part of the materials on our Website for commercial purposes.

We deal with any information we collect from you in accordance with our Privacy Policy <https://cornwallpark.co.nz/our-policies>.

You must not attempt to gain unauthorised access to the server on which our Website is stored or any server, computer or database connected to our Website.

PROHIBITED USES

You may use our Website only for lawful purposes and not in any way that breaches any applicable law or regulation. In addition, you may not use our Website:

for harming or attempting to harm any individual;

to interfere with or disrupt networks connected to the Website or while accessing the Website conduct yourself in a manner that will or is reasonably likely to negatively affect the Website or other users;

to knowingly or recklessly introduce or transmit viruses or other material which is malicious, harmful or which disrupt the current operation of our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack;

to attempt to modify, reverse engineer or reverse-assemble any part of the Website;

to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

to create liability for or cause damage to us in any way.

You will not reproduce, duplicate, copy or resell our Website (or part of it) in breach of any of the provisions in these Terms and will not access, interfere with, damage or disrupt any part of our Website or any equipment or network on which our Website is stored or any software used in the provision of our Website.

LINKING TO OUR WEBSITE AND FRAMING

Our Website must not be framed on any other Website. You may link to our home page only, from a Website owned by you, and only in a manner that complies with clause 0, provided you do so legally. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists and any link must not damage our reputation or exploit it.

We reserve the right to withdraw this permission without notice.

OUR LIABILITY

The materials posted on our Website are intended to provide general information only and are not intended to amount to advice on which you can rely. To the extent permitted by law, we disclaim all liability and responsibility arising from any reliance placed by anyone on such materials.

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy, availability or completeness. To the extent permitted by law, we expressly exclude:

all conditions, warranties and other terms which might otherwise be implied by law;

any liability whatsoever incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

any indirect or consequential loss or damage; and

loss of data, anticipated savings, profits, contracts, business (or business opportunity), income, revenue, goodwill, reputation, or wasted management time.

Nothing in these Terms excludes or limits our liability which cannot be excluded or limited under applicable law.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

In any event, to the extent permitted by law, our total aggregate liability to you under these Terms or in connection with our Website will not exceed NZ\$100 in any circumstances.

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. Please be aware that the privacy policies applicable to those other websites may be different from the privacy policy applicable to our Website.

SOCIAL MEDIA

Our use of social media serves as an extension of our web presence. Social media accounts are public and are not hosted on our servers. Users who choose to interact with us via social media should read the terms of service and privacy policies of these third-party service providers and those of any applications you use to access them.

Comments left by individuals on social media can be read by anyone. Therefore, we strongly advise you not to post any personal information – whether it is yours or not. We reserve the right to remove any comments or personal information.

Any personal information that you provide us via social media is collected by us in accordance with our Privacy Policy and the Privacy Act 2020.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it. Those works are protected by copyright laws and by treaties around the world. All such rights are reserved.

Our status (and that of any contributors) as author of material on our Website must be acknowledged.

You are permitted to print and download extracts from our Website for your personal non-commercial use and for private study or teaching purposes, provided in each case that:

copyright and source indications are also printed and copied;

the extracts are not used as part of any other publication and any intellectual property rights in any modifications made to the extracts are owned by us;

the extracts are not used in a derogatory or misleading way; and

the extracts are not used in a manner which may damage our reputation or otherwise be harmful to us or impair our ability to achieve our charitable objects.

No other use of material in our Website may be made without first obtaining our written permission and without attributing us as the creator and copyright owner in such materials. In particular, you must not do the following unless you have first obtained our written permission:

incorporate any material from our Website in any other work or publication, whether in hard copy or electronic form; or

make any commercial use or publication of any material on our Website (other than as necessary for the purpose of viewing the sites in the course of business).

The photographic, text and other graphic images within any products or publications supplied to you as a result of any request from you may be copyright works and none of them may be copied, reproduced, licensed or otherwise exploited.

If you wish to use any material from any of our Website other than in accordance with terms above, please email your request to admin@cornwallpark.co.nz.

SUSPENSION AND TERMINATION

If we determine that you have breached these Terms, we may take such action as we deem appropriate, including without limitation:

withdrawal of your right to use our Website;

removal of any material uploaded by you to our Website;

initiating legal proceedings or legal action against you; and/or

disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms.

JURISDICTION AND APPLICABLE LAW

These Terms and the use of our Website are governed by the law of New Zealand. You submit to the exclusive jurisdiction of the courts of New Zealand.

COMPLAINT

If you have a complaint about any content on our Website please notify us immediately by emailing us at admin@cornwallpark.co.nz setting out your name, company or organisation name if relevant, contact details (including a postal address, telephone number or email); details of the exact content you are complaining about and details of why you are complaining about that content; and confirmation from you that the information you have provided is accurate, complete and not misleading. Please note, if this information is not provided, we may not be able to respond to or take action on your complaint.