

TERMS OF USE

1 Terms of Use

1.1 These Terms of Use govern Your use of this website located at www.tourismexportcouncil.org.nz and the Tourism Trade Checklist located at www.tourismtradechecklist.co.nz (together, the **Services**) and form a binding contractual agreement (**Agreement**) between You as the user of the Services, and Us, the Tourism Export Council of New Zealand (**TECNZ**).

1.2 You should ensure that You read these Terms of Use carefully and contact Us with any questions before You use the Services. You can contact us by:

Telephone: 027 664 4836

Email: lynda@tourismexportcouncil.org.nz

1.3 By using the Services You acknowledge you have had opportunity to read and understand these Terms of Use and our Privacy Policy and are bound by them. If you do not agree to these Terms of Use or accept our Privacy Policy please do not use the Services.

2 Acknowledgement and Representation

By using the Services you acknowledge and agree that:

- (a) We retain complete editorial control over the Services and may amend, alter or remove content or cease the operation of the Services at any time at our absolute discretion.
- (b) The Services may not operate on a continuous basis and may be unavailable from time to time including for any maintenance purposes; and
- (c) We own all intellectual property rights in the Services and nothing in these Terms of Use constitutes a transfer of any intellectual property rights between You and Us.

3 Links to External Websites

This Services may contain links to other websites (Linked Websites) that are external to TECNZ. While TECNZ strives to provide quality links to useful and ethical websites and takes reasonable care in linking to websites, we have no direct control over the content of the Linked Websites, or the changes that may occur to the content on Linked Websites. It is Your responsibility to make decisions about the correctness, trustworthiness and accuracy of information contained in Linked Websites. Linked Websites do not represent an endorsement or an approval by TECNZ of any material on those websites or any third party products or services offered by, from or through Linked Websites unless we expressly state otherwise. You acknowledge that visiting any Linked Websites is at your own risk.

4 Intellectual Property Rights

If You add any content or supply us with any information to which any third party has moral rights, such as a company logo or image, You must also ensure the third party consents to any act or omission which would otherwise constitute an infringement of those

moral rights. You represent and warrant to Us that You have all necessary rights to give this consent.

5 Warranties

You represent and Warrant to Us that:

- (a) You have legal capacity to enter these Terms of Use;
- (b) You have complied with clause 1.3;
- (c) Any information you disclose to us during the course of business with us, or use of the Services, that may be used to identify you or the organisation you work for, or verify aspects of that organisation, is reliable and accurate and disclosed by you to us in good faith.

6 Liability and Disclaimer

- 6.1 Where you are using the Services for the purposes of a business as defined in section 2 of the Consumer Guarantees Act 1993 (**CGA**) and section 2 of the Fair Trading Act 1986 (**FTA**), you agree:
 - (a) that the Services are supplied by Us and acquired by You in trade;
 - (b) to contract out of the provisions of the CGA and sections 9, 12A, 13 and 14(1) of the FTA; and
 - (c) that it is fair and reasonable that You are bound by this clause 6.1.
- 6.2 If the CGA and the FTA apply, these Terms of Use shall be read subject to your rights under those Acts.
- 6.3 To the extent permitted by Law, we are not liable to You for any representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms of Use.
- 6.4 You agree that the information on the Services is provided to members and other users of our Services for general information only and is not intended to constitute legal, business or professional advice.
- 6.5 TECNZ does not make any warranties about the completeness, reliability and accuracy of the information on the Services. Much of the material on the Tourism Trade Checklist is supplied by other users and cannot be checked by TECNZ.
- 6.6 To the extent permitted by Law, we are not liable to You in respect of loss of data, interruption of business or any consequential or incidental damages, whether caused by any malicious code that may be introduced into your system by use of this Services or otherwise.
- 6.7 To the extent permitted by Law, we are not liable to You for any action you may take as a consequence of using the Services including with regard to your business or any organisation you work for, including as they may relate to any services or activity your business or organisation may provide, risk assessment your business or organisation may undertake, insurance policies your business or organisation may procure, or any changes to your terms and conditions you may make.

- 6.8 To the extent possible, we limit our liability in respect of any claim, at our option in the case the Services to:
- (a) the supply of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.

Where liability cannot be excluded, any liability incurred by TECNZ in relation to the Your of the Services is limited to the extent provided for by the CGA.

To the extent permitted by law, TECNZ will not be liable for any consequential, incidental, indirect or special losses which result from Your use of the Services.

7 General

- 7.1 These Terms of Use terminate if for any reason We cease to operate the Services. We may otherwise terminate these Terms of Use for any reason, on notice to You or if you have breached these Terms of Use in any way.
- 7.2 The Services, and these Terms of Use and Privacy Policy, may be updated from time to time. These changes may come into effect prior to certain information being updated on the Services. While TECNZ will use reasonable endeavours to ensure any information across the Services is kept current and promptly updated to any incorporate changes, and to ensure completeness, accuracy and reliability of all information across the Services, you acknowledge there may be a delay when updating any information found on the Services including Linked Websites.
- 7.3 You must not assign Your rights under these Terms of Use.
- 7.4 If a provision of these Terms of Use is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.5 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 7.6 This Agreement is governed by the laws of New Zealand and each party submits to the jurisdiction of the courts of New Zealand.

PRIVACY POLICY

8 Application

- 8.1 This Privacy Policy applies to all personal information collected by TECNZ.

9 How to contact us about privacy

Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions. You can contact us on:

Telephone: 027 664 4836

Email: lynda@tourismexportcouncil.org.nz

10 Collection and Purpose

- 10.1** We may collect personal information from you in the course of our business with you, or through your use of the Services. This personal information may be collected through telephone, email, mail, fax, through the Services or directly with you in person. For example, we may ask you to provide the following information:
- (a) Name and Job Title;
 - (b) Organisation you work for, company logo, and evidence of registration of business name;
 - (c) Contact information, including email addresses, phone numbers and websites;
 - (d) Demographic information such as addresses, post code, preferences and interests;
 - (e) Information relevant to customer surveys and/or promotions; and
 - (f) Information relevant to the operation of your business, such as products and services you offer, markets you operate within, your insurance information, business plans, risk management plans, and your terms and conditions
- 10.2 We may collect cookies from your computer, information in relation to the communications with our Services, the type of browser you are using and the type of operating system and device you are using and the domain name of your Internet service provider. We may also use web beacons from time to time to monitor behaviour and collect data about visitors to viewing a Services or Linked Services. These processes enable us to tell when you use the Services and customise your experience.
- 10.3 We may collect personal information from you which may be used for marketing, advertising and other general purposes which promote or otherwise benefit the business.
- 10.4 The purpose for which we collect personal information is to provide all our customers and users with the best service experience. Some provision of personal information is optional. In some cases, it may be appropriate for you to provide us with specified types of information to allow us to provide you with the best service experience possible. We may collect personal information for purposes including:
- (a) For application purposes or purposes related to the Services we may provide to you including the Tourism Trade Checklist;
 - (b) To better understand our needs, enabling us to improve our products and services;
 - (c) For internal record keeping;
 - (d) To circulate promotional emails about new products, special offers or other information which we think you may find interesting;
 - (e) Direct marketing;
 - (f) To contact you for market research purposes; and
 - (g) To customise the Services according to your interests.
- 10.5 You may interact with one of our third parties or associated businesses or companies by using our transactional Services, entering a competition or commenting via social media.

We will collect, use and disclose your personal information in accordance with this Privacy Policy and any privacy statement you may receive when you interact with us.

- 10.6 Please contact us, if, at any time, you do not wish to receive correspondence from us, including any correspondence which is delivered to you under a mailing list, and we will stop the correspondence.

11 Disclosure

- 11.1 We customarily disclose personal information only to our third party service providers who assist us. We will only disclose personal information to an unrelated third party with your consent or in accordance with this Privacy Policy. We may disclose personal information including:

- (a) For the purpose of providing services to members;
- (b) To credit reporting agencies and courts, tribunals, regulatory authorities where customers or users fail to pay for goods or services provided by us to them;
- (c) To courts, tribunals, regulatory authorities and law enforcement officers as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights; and
- (d) To third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you. This may include parties located outside New Zealand.

- 11.2 We will notify you if your personal information is collected by any third party that is not our agent, service provider and you may choose to request us to not share that information with that third party. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

12 Access and correction

The Privacy Act and permits you to access and correct the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us on the details set out above. A reasonable charge may be payable for the provision or correction of information. We may refuse to provide you with information that we hold about you in certain circumstances that can arise in when we have an obligation to make that refusal under the Privacy Act or otherwise to a court, tribunal, regulatory or law enforcement officer as may be required under law.

13 Security

- 13.1 We have processes in place to ensure the security of your personal information including in events when it is transferred to our service providers. In addition, we place limitations on access to personal information and your business-related information within our organisation. To the extent that it may apply to us, we acknowledge and ensure our obligations under the Privacy Act are complied with.
- 13.2 Although we employ protocols to ensure the security of your personal information, we cannot guarantee absolutely the security of any information that you transmit to us or receive from us and the transmission of that information is carried out at your own risk.
- 13.3 We have security safeguards in place to protect your personal information against loss, unauthorised access, use, modification, disclosure and other misuse. However, if your information personal information is subject to a notifiable privacy breach as defined in the

Privacy Act, we will notify you and the Privacy Commissioner in accordance with our obligations under the Privacy Act.

- 13.4 Similarly, if you suspect or become aware that your personal information has become subject to loss, unauthorised access, use, modification, disclosure or other misuse you should notify us immediately and assist us in conducting a reasonable and expeditious assessment. Generally, we will promptly investigate your complaint and respond to you in writing setting out the outcome of our investigation and what steps we propose to take to remedy the breach, or other action we propose to take to deal with your complaint. If you do not provide us with notice and assistance, we may not be able to provide a reasonable assessment of the event.

14 Links and transfer out of New Zealand

Our Services are hosted in Australia. If for any reason we change our hosting arrangements to outside New Zealand, then you hereby consent to us transferring all data on the Services (including all personal information) to our hosting service provider overseas. Links are to external entities and are not covered by this policy.

15 Amendments to this Privacy Policy.

This policy may be amended from time to time. Your continued use of our Services following any such amendments will be deemed to be confirmation that you accept those amendments.

16 Complaints

- 16.1 If you believe we have handled your personal information contrary to the terms of this Privacy Policy, you may contact us using the details at clause 9.
- 16.2 If you remain unsatisfied with the way we have responded to your query or complaint, you may complain to the [Office of the Privacy Commissioner](#).