

## Website Terms and Conditions

The Website and the Website Services are provided by Sell It Media Limited (“we”, “us” or “our”). These Terms and Conditions (**Terms**) affect your legal rights and obligations. In these Terms “you”, “your” and “Website user” means the individual accessing and using the Website, or the organisation on whose behalf you do so.

### 1. Acceptance of Terms

- 1.1 By accessing or using, or continuing to access or use, the Website or the Website Services you agree you have read, understood and accept these Terms and agree to be bound by all applicable laws governing the Website and the Website Services. If you do not agree to be bound by these Terms and such laws, please do not access or use the Website or the Website Services.
- 1.2 If you are aged under 18 years of age, you must have a parent or guardian who is at least 18 years old upload Media and these Terms will then apply between us and that parent or guardian. References to “you”, “your” and “Website user” will mean that parent or guardian.
- 1.3 We, at our sole discretion, may amend these terms and conditions from time to time without prior notice. You are responsible for ensuring you have read the most up-to-date version as your continued use of the Website represents your agreement to be bound by these Terms.

### 2. Definitions and Interpretation

- 2.1 In these Terms, and in addition to the definitions set out above, unless the context otherwise requires:

**Bidder** means a Website user who makes a bid on a Media listing, whether or not the bid is the winning bid;

**Business Days** means any day other than a Saturday, a Sunday or a New Zealand public holiday (as defined in the New Zealand Holidays Act 2003);

**Buyer** means, in relation to a Media listing, where the reserve price for that Media listing is met, the Website user who places the highest bid on that Media listing;

**Footage** means digital motion picture and/or sound footage, recording or images, or any other type of digital file capture of an event, including films and videos;

**Licence Fee** means, in relation to a Media listing, the amount payable by the Buyer to the Seller under the relevant Media Licence and is the amount of the Buyer’s winning bid for that Media listing;

**Media** means any Footage uploaded to the Website and listed for auction on the Website;

**Media Licence** means the copyright licence agreement available [here](#);

**Seller** means, in relation to a Media listing, the Website user who uploads their Media to the Website for the purpose of listing that Media for auction;

**Venue Fee** means the amount payable to us by the Buyer for the use of the Website as a venue and is calculated at 25% of the Licence Fee of each Media Licence obtained by the Buyer;

**Website** means this website and any other website owned by us;

**Website Services** means any of the services offered by us through the Website, including providing functionality for the online auction of Media.

2.2 **Interpretation:** In these Terms, unless the context otherwise requires:

- 2.2.1 headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of these Terms;
- 2.2.2 expressions defined in the main body of these Terms bear the defined meanings in the whole of these Terms;
- 2.2.3 another grammatical form of a defined word or expression has a corresponding meaning;
- 2.2.4 the singular includes the plural and vice versa;
- 2.2.5 a reference to:
  - (a) a statute is to a New Zealand statute and includes all regulations, orders, bylaws, codes and notices made under or pursuant to such a statute and includes references to all amendments to that statute whether by subsequent statute or statute passed in substitution for the statute;
  - (b) dollars or \$ is a reference to United States of America (**USD**) currency;
- 2.2.6 The use of the words including, includes and include followed by a list of items or matters do not in any way limit the generality of the subject matter which goes before them or to which they refer.

3. **Provisions relating to the Website**

- 3.1 The Website, its content, features and functionality are either owned by us, the people we licence such material from, or the provider of such material and are protected by New Zealand law. Any material provided by a third party may be governed by a different jurisdiction and subject to the laws of that jurisdiction. No right, title or interest in or to the Website or any content, features or functionality on the Website is transferred to you. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may also violate copyright, trademark and other laws.
- 3.2 Subject to these Terms, we grant to you a non-exclusive, non-transferable, limited right to access our Website, to view the Website content and to use the Website Services for the purposes of submitting Media or participating in an online auction in relation to Media. Website users may only view listed Media (to the extent we make viewing it available) for the purpose of bidding or deciding whether or not to bid on that Media.
- 3.3 Except as provided above (or under a Media Licence between the Seller and the Buyer), you are not permitted to copy, reproduce, alter, modify, create derivative works, publicly display, broadcast or stream any content from our Website or any Media without our prior express written permission.
- 3.4 You are not permitted to do or use anything that interferes or, may interfere, with our Website, including introduce any virus, malware or other similar malicious code, modify, frame or reproduce our Website, or create a link to our Website (other than the homepage or where we expressly permit you to do so).

#### 4. **Our services**

- 4.1 The Website acts as a venue where persons who have captured newsworthy media footage can list such footage and media companies or news professionals can bid on it.
- 4.2 We do not act as an agent for any Website user in the auction of listed Media, the sale or purchase of the licence to Media, nor do we participate in any way in any transaction between the Buyer and Seller, other than to provide a venue through which Bidders and Sellers can bid on and sell licences to Media and Website functionality to enable the Buyer and Seller to complete obligations arising from an online auction.
- 4.3 On completion of an online auction an agreement on the terms set out in the Media Licence arises directly between the Buyer and the Seller. We are not a party to the Media Licence.
- 4.4 The Website functionality includes a delivery process, but we do not act as an agent of either party in relation to that process. Where a Buyer pays via PayPal, we simply pass on the amount of the payment due to the Seller that is received by us through PayPal to the Seller, but we do not act as an agent in so doing.
- 4.5 You accept we are not party to any transaction between the Buyer and the Seller and agree not to involve or attempt to involve us in any dispute relating to the Media Licence (including as to the payment or any failure to pay the Licence Fee). Our obligations are solely as set out in these Terms.

#### 5. **Registration of an account**

- 5.1 An account is not required to list Media on the Website.
- 5.2 To bid on Media listings you must first register an account. Bidding by a non-registered person or organisation is not permitted.
- 5.3 Registration is only available to media companies and news professionals. You must be at least 18 years old to register, whether for yourself or on behalf of your organisation. Organisations must register an account for each individual who will bid on its behalf. We reserve the right to refuse registration for any reason whatsoever. You must provide any information as to eligibility, proof of identity, or which is required to enable us to meet any legal obligations that may be requested by us during the registration process.
- 5.4 You warrant that the information provided in creating your account is accurate and correct. You must maintain and update your information to ensure it is correct at all times.
- 5.5 You (or your organisation) are responsible for the activity that occurs on your account. You must keep your account log in details and password secure and confidential and must not share them with any other person or permit any other person to use or access your account, including any other person within your organisation. Other persons in your organisation must use their own account.
- 5.6 You must immediately notify us of any unauthorised use of account details or passwords or any other breach of security by a Website user (or in relation to their access) or any other unauthorised access to the Website or Website Services.
- 5.7 We reserve the right to determine whether the use of your account breaches these Terms. We may, without prior notice and at our sole discretion terminate or suspend your account (including the accounts of any other individuals within your organisation) for any breach of these Terms (in our reasonable opinion), if we consider it necessary to protect the Website, the Website Services or the security of our technology systems delivering the Website or the Website Services, or for any other reason.

5.8 From time to time we will send you electronic mail relating to your account, transactions and Media listings that may be of interest. The electronic mail will contain instructions on how to unsubscribe from receiving such electronic mail if you no longer wish to receive them.

## 6. Licences in respect of the Media

6.1 By submitting the Media to the Website for listing the Seller grants to us a worldwide, non-exclusive, royalty-free and transferable license to use, reproduce, display (including to make available online), publish, or electronically transmit the Media in connection with the Website and Website Services. If the Media is licensed to a Buyer as a result of a successful auction, the licence granted by this clause 6.1 for that Media shall be suspended for the period of the relevant Media Licence.

6.2 If the reserve price for listed Media is met, the Seller must grant the Buyer an exclusive worldwide licence to use, reproduce, display, publish, distribute, broadcast, stream and transmit that Media on the terms set out in the Media Licence. The period of the licence shall be stated in the Media Licence, but must be for no more than 12 months from the date on which that Media is made available to the Buyer for download.

6.3 Where the Buyer holds an exclusive worldwide licence to any Media, the Buyer grants to us a worldwide, non-exclusive, royalty-free and transferable license to use, reproduce and display the Media in a library of sold content on the Website, accessible only by Bidders and only in a watermarked form that is not able to be downloaded. This non-exclusive licence shall only be for the period of the licence under the Media Licence for that Media.

## 7. General obligations relating to the use of the Website

7.1 By using the Website and the Website Services to list or bid on Media you warrant that:

7.1.1 you are at least 18 years old and able to enter a legally binding contract;

7.1.2 if you are using the Website and the Website Services on behalf of an organisation, you have the authority to bind that organisation.

7.2 You must not access the Website and the Website Services if you have no legitimate reason to do so.

7.3 When accessing the Website and the Website Services you must:

7.3.1 make all submissions, bids or communications through the Website and the Website Services in good faith;

7.3.2 ensure your access to the Website and the Website Services:

(a) complies with all relevant laws; and

(b) does not infringe our rights or the rights of any third parties, or inhibit or restrict other Website user's use of the Website and the Website Services.

7.4 When accessing the Website and the Website Services you must not:

7.4.1 list or bid on Media if to do so would cause us to be in breach of any laws in any country;

7.4.2 violate the security of the Website or the Website Services, or interfere, damage or harm, or attempt to interfere, damage or harm the Website or the Website Services, or any system connected to the Website or the Website Services;

- 7.4.3 use any automated system, including without limitation, robots, spiders, or offline readers to access, acquire, copy or otherwise monitor the Website, any Website content or any listed Media;
  - 7.4.4 reverse engineer or decode the Website or the Website Services, or study the Website or the Website Services for the purpose of developing any software that is intended to replicate the functions of the Website;
  - 7.4.5 download or attempt to download any Media, except Media to which you are the Buyer under the Media Licence for that Media;
  - 7.4.6 obtain or seek to obtain information from the Website that has not been made publically available.
- 7.5 You must provide true, accurate and complete information when using the Website and the Website Services or providing any information to us.

## 8. **Obligations of Sellers**

- 8.1 By submitting Media to the Website you warrant that:
- 8.1.1 the Media is a true and accurate recording of real life events and has not been altered in any way; and
  - 8.1.2 you own the Media or have the necessary licences, rights or consents to submit the Media to the Website and enter into and comply with a Media Licence agreement with the Buyer.
- 8.2 By submitting the Media to the Website you agree to the terms in the relevant Media Licence.
- 8.3 The parameters relating to the auction for the Media you have listed will be set automatically by the functionality of the Website and Website Services. The starting price and reserve price for the auction will be set at USD50. The bid increments shall start at USD50 and shall increase automatically as the bid price increases as determined by the Website functionality. The period of time the auction runs for will be set automatically by the Website functionality. The functionality of the Website may allow the Seller to alter certain parameters, and the default parameters will apply if you do not change them before the auction starts. Where no option exists to amend the parameters, the parameters determined by the Website functionality shall apply. You must provide any other information required by the Website to enable an auction for the Media.
- 8.4 An auction is successfully completed if the reserve price for the Media Licence in relation to your Media has been met by the time the auction closes. In such a case you agree to license the copyright in the Media to the highest bidder on the terms set out in the Media Licence. You may only licence the copyright in the Media to a bidder who is not the highest bidder if the highest bidder fails to make payment of the Licence Fee and you first terminate the Media Licence with the highest bidder.
- 8.5 All Media must comply with all relevant laws. You must not list any illegal, offensive or objectionable Media, including Media that is defamatory or pornographic. You must not list any Media that requires examination and classification under the New Zealand Films, Videos and Publications Classification Act 1993 or any other relevant legislation, or which by law requires the consent or approval of any regulatory authority to be viewed. You accept that we may disclose your personal information (including a copy of the Media you have attempted to list) to the relevant authorities if we consider you are in breach of this clause.
- 8.6 All Media submitted to the Website may be subject to a moderation process by us. If we determine the Media to be in breach of these terms, or otherwise not suitable for listing (in our

sole discretion), the Media will not be listed. We also reserve the right to remove any listed Media from the Website at any time and for any reason whatsoever.

- 8.7 You must not make multiple listings containing the same Media. To maintain the quality of the Website we reserve the right to limit the amount of listings from any one Website user.
- 8.8 You must not list your phone number and/or email address or any other personal contact information in the description of the Media.
- 8.9 You must not submit Media that contains the Intellectual Property of a third party unless you are legally entitled to do so.
- 8.10 If you submit Media to the Website you must do so with the intention of proceeding to an online auction and completing the transaction through the Website if the reserve price is met. You must not:
- 8.10.1 advertise or distribute your Media through any other forum; or
  - 8.10.2 complete a transaction relating to the Media outside of the Website.
- 8.11 You must not manipulate the price obtained for the Licence Fee for your Media by shill-bidding, or through any other interference with the auction process or otherwise.
- 8.12 You confirm the information provided in support of your Media listing is accurate and complete.
- 8.13 You agree to your information, including your name, email address and payment details being shared with the Buyer on the successful completion of the auction. Any of the Buyer's information we share with you must only be used to perform your obligations or exercise your rights in relation to the transaction arising from the auction.
- 8.14 If your Media is successfully sold at auction the Website will notify you via electronic mail. Your details will be sent to the Buyer so the transaction can be completed. In the case of any issues relating to payment or the Media Licence you must contact the Buyer directly. You may only contact us for a payment issue if the Buyer has used the PayPal payment process provided by us and we have not passed the payment to you.
- 8.15 You consent to us receiving the Venue Fee from the Buyer in relation to the successful auction of your Media.

## 9. **Obligations of Bidders**

- 9.1 You must only bid on Media in good faith. As a Bidder, you must only place a bid if you have the intention to complete the transaction with the Seller at the bid price entered and to pay the Venue Fee to us. A bid cannot be retracted.
- 9.2 You acknowledge that the total amount that you will have to pay if you are the successful bidder for any Media is the amount you bid (the Licence Fee) plus the amount of the Venue Fee (and any applicable taxes).
- 9.3 By placing a bid you:
- 9.3.1 confirm you have the legal right to complete the transaction; and
  - 9.3.2 agree, in the event of winning the auction, to be bound by the terms of the relevant Media Licence.

- 9.4 If your bid is successful you must complete the transaction in accordance with clause 11 and the terms of the relevant Media Licence.
- 9.5 You must not bid on a listing of Media by your organisation, or by a friend, relative or someone known to you so as to manipulate the price of the listing.
- 9.6 We may remove bids that we consider do not comply with these Terms.
- 9.7 You agree to your information, including your name and email address being shared with the Seller on completion of the auction. Any of the Seller's information we share with you must only be used to perform your obligations or exercise your rights in relation to the transaction arising from the auction.
- 9.8 If you are the winning Bidder the Website will notify you via electronic mail. Your details will be sent to the Seller so the transaction can be completed. In the case of any issues relating to payment for the Media Licence you must contact the Seller directly.

## 10. **Delivery of Media**

- 10.1 Where the auction of Media is successful, delivery of that Media to the Buyer shall occur from the Website in accordance with functionality made available by us.
- 10.2 The Media will be delivered to you by the Website functionality making the Media available to you for download from the Website. This will occur automatically when the auction for the Media is won by the Buyer. The Website will generate an electronic mail to you setting out the download process. The electronic mail may contain a link to download the Media. The Media will be available for digital download only.

## 11. **Payment**

- 11.1 We charge a Venue Fee for the use of the Website as a venue through which the Buyer and Seller can bid on and sell licences to Media. A Venue Fee arises each time there is a successful auction in relation to listed Media. The Venue Fees are as follows:
- 11.1.1 for Sellers, no fees are charged;
- 11.1.2 for unsuccessful Bidders in any auction, no fees are charged;
- 11.1.3 for Buyers, the Venue Fee will be calculated as an amount equal to 25% of the Licence Fee for the Media for which the Buyer was the successful bidder. The Venue Fee is in addition to the Licence Fee that the Buyer pays to the Seller.
- 11.2 We reserve the right to amend the Venue Fee charged for the use of the Website and Website Services and who must pay it at any time. Any changes to the Venue Fee only apply to Media listed after the date of the change.
- 11.3 The Buyer must pay the Venue Fee directly to us. You may pay the Venue Fee to us by direct debit to our nominated bank account (details of which are contained in a notification electronic mail from the Website) or by using PayPal. The Venue Fee (including any relevant taxes) is not refundable.
- 11.4 If your bid is successful you must pay for the Media Licence as soon as possible and no later than 24 hours of the auction closing. You may elect to pay for the Media Licence by either:
- 11.4.1 direct debit to the Seller's nominated bank account; or
- 11.4.2 where it is offered by us, payment to us via PayPal (by credit card or use of a PayPal account) for us to pass the payment on to the Seller.

- 11.5 You may only make payments by credit card via PayPal, to the extent that PayPal permits payment by credit card. Payments made via PayPal shall be subject to PayPal's [terms and conditions](#). A payment service fee also applies. If you elect to pay the Licence Fee to us via PayPal, you must also pay the Venue Fee using PayPal. While we may facilitate payment for Media by enabling payments via PayPal, we are in no way involved in the transaction itself and are in no way responsible for any amount due to the Seller. Our only obligation is to pass the amount received by us from PayPal from the Buyer on to the Seller when we receive it from PayPal.
- 11.6 If you elect to make payments via PayPal you will be required to also pay a payment service fee equal to 50USD + 4.71204% of the total transaction price (the total transaction price being the Licence Fee + the Venue Fee + the 50USD).
- 11.7 We may refuse the use of PayPal to make a payment for any reason. In such a case the Buyer must pay the Licence Fee (to the Seller) and the Venue Fee (to us) by direct debit.
- 11.8 We are not responsible for protecting Buyers and Sellers from credit card fraud or any fraudulent use of a PayPal account.
- 11.9 If you elect to pay by direct debit you will need to pay the Licence Fee to the Seller and the Venue Fee to us separately.
- 11.10 Unless otherwise stated, all auction amounts for Media listings shall be listed in USD (including any reserve prices). Taxes in relation to the Licence Fee shall be as set out in the Media Licence.
- 11.11 The Venue Fee is inclusive of goods and services taxes and any other sales, value added or similar taxes, but exclusive of any taxes or any other amounts that the Buyer is required by law to deduct or withhold.
- 11.12 The Venue Fee must be paid to us in full without any deduction or withholding. If you are required by law to make any deduction or withholding from, on, or in relation to, any amount paid or payable to us under these Terms, you must gross up the payment due to us so that we receive a net amount equal to the amount that we would have received had no deduction, withholding or payment been made.

## 12. **Disclaimers**

- 12.1 You acknowledge and agree that your use of the Website and Website Services, participation in an auction of listed Media and the entry into a Media Licence with another Website user is at your own risk. Where you are a Seller:
- 12.1.1 you also acknowledge and agree that:
- (a) the Website will release the Media to the Buyer when the auction is won by the Buyer; and
  - (b) payment of the Licence Fee is in USD;
- 12.1.2 you accept the risk that the amount of USD paid by the Buyer may differ from the amount you are expecting once it is converted by your bank into local currency and that your bank may deduct a fee relating to receipt of the payment and/or the conversion from USD to your local currency; and
- 12.1.3 you accept the risk of non-payment by the Buyer and that in such a case you will need to recover the amount of the Licence Fee from the Buyer directly. We are not liable to you for the non-payment of the Licence Fee by the Buyer.



- 12.2 You acknowledge that, even if you are the Buyer of Media, the rights you obtain from the Seller under the Media Licence may be subject to laws that may include the rights of fair dealing and/or fair use of the Media by persons who may have been unsuccessful Bidders or may not have been involved in the auction process.
- 12.3 While we have taken care to ensure information on the Website is correct, we give no undertakings, representations, or warranties in relation to the content of the Website or the Media listed on the Website, including as to ownership, content, legality or accuracy of the Media, or the ability of the Website users to complete transactions. You are solely responsible for any actions you take in reliance on the content of the Website or any auction of listed Media.
- 12.4 The Website is provided on an “as available” basis. While we will use our reasonable endeavours to ensure the availability of the Website and Website Services, we do not warrant that:
- 12.4.1 the Website and Website Services will be uninterrupted, timely, secure, or error-free;
  - 12.4.2 the quality of any services, information, or other material provided to you through the Website and the Website Service will meet your expectations; or
  - 12.4.3 any errors on the Website or in relation to any Media will be corrected.
- 12.5 We reserve the right to remove any listing of Media or any bid, or suspend, discontinue or restrict access to the Website or the Website Services for any reason whatsoever without notice or liability. We reserve the right to change, correct or remove any error on the Website or in relation to any Media, including if such a change results in a change to a bid or any starting or reserve price for a Media Licence.
13. **Our liability is excluded**
- 13.1 To the maximum extent permitted by law, we are not liable or responsible to you or any other person for any direct, indirect or consequential loss, or any exemplary, incidental, special or punitive damages or any loss of profits, revenues or business opportunities that you may suffer or incur as a result of your access or use of the Website or the Website Services or any bid on an auction or which otherwise arises in connection with the Website or the Website Services. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 13.2 Without limiting the above exclusion, to the maximum extent permitted by law, we will not be liable or responsible to you or any other person for any loss or damage you suffer or incur in connection with:
- 13.2.1 the Website or the Website Services being unavailable (in whole or in part) or performing slowly;
  - 13.2.2 any error in, or omission from, any information made available through the Website or the Website Services;
  - 13.2.3 any misconduct, unlawful or fraudulent behaviour of a Website user;
  - 13.2.4 any reliance placed on any information made available through the Website by you, or by anyone who may be informed of any of its contents; and
  - 13.2.5 any exposure to viruses, malware or other malicious code when you access or use the Website, the Website Services or in any electronic mail sent to you by the Website.

13.3 You are responsible for ensuring the process by which you access and use the Website, the Website Services and electronic mail sent to you by the Website protects you from viruses, malware or other malicious code.

13.4 To the maximum extent permitted by law, we exclude all warranties that may be implied into these Terms by statute or otherwise. You agree that the New Zealand Consumer Guarantees Act 1993 does not apply where you use the Website or the Website Services for the purposes of your business.

#### 14. **Indemnity to us**

14.1 You indemnify us against any losses, costs (including solicitor and client costs), expenses, demands or liability, whether direct, indirect, consequential, or otherwise, which we may suffer or incur, and whether arising in contract, tort (including negligence), or equity or otherwise, in respect of any third party claim that the Media infringes the Intellectual Property of that third party, any breach of these Terms by you, or arising out of your use of the Website and the Website Services.

#### 15. **General**

##### 15.1 **Notices:**

15.1.1 Any notice given pursuant to these Terms will be sufficiently given if it is in writing and delivered in accordance with this clause 15.1.

15.1.2 Notices may be delivered to us at our address or email address as set out in these terms, or such other address as may be notified:

**Sell It Media Limited**

PO Box 2446

Wakatipu

Queenstown 9349

Attention: CEO

Email: [hello@sellit.media](mailto:hello@sellit.media)

15.1.3 Notices may be delivered to Sellers by us at the email address entered by the Seller at the time of listing the Media for auction. Notices may be delivered to Bidders (including Buyers) by us at the email address entered by the Bidder at the time of account registration.

15.1.4 Any notice or other communication under these Terms will be taken to be duly given or made:

- (a) in the case of delivery in person, when delivered;
- (b) in the case of delivery by post, two Business Days after the date of posting if posted to an address in the same country, or seven Business Days after the date of posting if posted to an address in another country;
- (c) in the case of electronic mail, at the time the sender's email system records that the email was successfully dispatched to the named recipient, provided that the sender's computer system has not received an automated response that the email has not been delivered. Where such delivery or transmission occurs after 5.00 pm on a Business Day or on a day which is not a Business Day, delivery will be deemed to occur at 9.00 am on the next following Business Day.

- 15.2 **Force majeure:** We have no liability for any failure of the Website or Website Services, or any failure to comply with these terms and conditions if such a failure is due to an act, event or cause which is beyond our reasonable control, including acts of God, war, sabotage, riot, national emergency, fire, lightening, flood, cyclone, earthquake, landslide, storm, explosion, power shortage, strike or other labour difficulty.
- 15.3 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.
- 15.4 **Severance:** If any provision of these Terms becomes invalid or unenforceable that provision shall be severed from the remaining Terms and the remaining Terms will continue if full effect.
- 15.5 **Not an Auctioneer:** While these Terms and the Website refer to the use of an auction process in relation to Media, we are not an auctioneer, under the New Zealand Auctioneers Act 2013 or otherwise.
- 15.6 **Governing law and jurisdiction:** These Terms, and your use of the Website and the Website Services, shall be governed by and construed in accordance with New Zealand law, and you agree that the Courts of New Zealand have the non-exclusive jurisdiction to hear and determine any proceedings brought in relation to these Terms, and your use of the Website and the Website Services. If you access the Website or the Website Services from a country outside New Zealand you do so at your own risk and are responsible for compliance with local laws and regulations.
- 15.7 **Privacy:** We collect, use and disclose personal information about you as outlined in detail in our Privacy Policy.