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5. Communication Tools

If you use communication tools available through the Website (including, but not limited to, posting comments on photos in the gallery), you agree only to use such communication tools for lawful and legitimate purposes. You must not use any communication tool for posting or disseminating any material unrelated to the use of the Website, including (without limitation) offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any other users of our website, or material or data in violation of any law (including data or other material that is protected by copyright or trade secrets which you do not have the right to use). When you make any communication on our website using the communication tools that we provide, you represent that you own the content of the communication. NZTR will moderate communications on the Website, however, we are under no obligation to ensure that the communications on our Website are legitimate and we are not able to monitor communications at all times. We reserve the right to remove any communication at any time in our sole discretion. Please report any objectionable information to us at: office@nztr.co.nz.

6. Damage to others

You agree not to introduce into or through this Website any information or materials which may be harmful or offensive to others.

7. Advertisers

Any dealings with any advertiser appearing on the Website are solely between you and the advertiser or other third party. NZTR is not responsible or liable for any part of any such dealings or promotions.



8. Disclaimer

The Website makes information and material available to you as a service. Use of the Website material is at your own risk. NZTR does not represent or warrant that the information or materials (including, without limitation, downloadable forms) will be accurate, complete, uninterrupted, free of errors, defects, viruses or free of other harmful components. NZTR is not responsible for any adverse consequences arising out of the use of information contained on the Website. The material provided on the Website has not been prepared by taking into account the particular objectives, situation or needs of any individual users. It is a general information service only. You should assess whether it is appropriate in light of your own objectives, situation and needs. NZTR does not give any warranty of accuracy or reliability of information contained on the Website to you or any other person. To the extent permitted by law NZTR excludes all responsibility and liability for such material.

9. Privacy and Personal Information

You may be asked to provide personal information in order to register on our Website and to use the services. NZTR has a Privacy Policy, which you can read by clicking [here](#). You consent to the release of your personal information to us and to third parties in connection with the uses contemplated by the Privacy Policy. If you have questions or comments about our Privacy Policy, please contact us at office@nztr.co.nz.

By registering on our Website, you consent to receiving marketing, promotional and other material by way of electronic message from us. You will ensure that all usernames and passwords required to access our Website are kept secure and confidential and you will notify us immediately of any unauthorised use of your password or any other breach of security. You must not transfer your account to another user or maintain more than one account with us without our consent. We may, at our sole discretion, suspend or terminate your account and limit your access to our website.

10. Changes to Terms and Conditions

NZTR may change these Terms or Use at any time by notifying users of the existence of revised Terms or Use through the Website. By continuing to access the Website, you agree to be bound by the amended Terms of Use.

11. Waiver

If at any time NZTR does not enforce any of these Terms of Use or grant you time or other indulgence, NZTR will not be construed as having waived that term or NZTR's rights to later enforce that or any other term.



12. Severability

If any portion of these Terms of Use is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

13. Governing Law

These Terms of Use will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand Courts.

Disclaimers

Disclaimer

The terms and conditions of these races, including the stakes and grading of these races, are indicative only. The Racing Programme Guide (RPG) is the official guide as to the terms and conditions of a race, including the stakes and grading. All races are subject to the Standard Regulations for Race Meeting Regulations, as set out in the RPG, which includes the right for NZTR or the Club under regulations 9.2 and 9.3 at any time to alter the terms and conditions of any race, including the stakes and/or its grading.