General terms & conditions of use of the nztr.co.nz website

The following general terms and conditions of use (the Terms of Use) apply to all users of the nztr.co.nz website (the Website) and to all services provided by or through the Website. By viewing and using the Website you agree to these Terms of Use without qualification. If you do not wish to be bound by these Terms of Use, you should stop accessing and using the Website.

1. Liability

While reasonable care has been taken to ensure the facts stated in the Website are accurate and the opinions given are fair and reasonable, New Zealand Thoroughbred Racing (NZTR) will not, to the fullest extent permitted by law, be responsible for errors or misstatements or be liable, whether in contract, tort (including negligence) or otherwise for any loss or damage however caused (whether direct, indirect, consequential or special).

2. Copyright and Limited Reproduction Notices

The contents of the website are the copyright of NZTR or its licensors. Subject to paragraph 3 below, no part of the Website may be distributed or copied for any purpose and you are not permitted to incorporate the material or any part of it in any other work or publication (whether in hard copy, electronic or any other form). Subject to paragraph 3 below, no part of the Website may be published, copied, reproduced, transmitted or stored (including in any other Website or other electronic form) except that you may print, or download to your hard drive, forms or extracts from the Website only for your own use.

3. Sharing and Social Media

If NZTR expressly provides users with opportunity to ‘share’ certain content from the website on social media (including, for example, facebook, twitter and google+), you agree that you will only share any such content on your personal social media pages through the links provided by NZTR. Unless NZTR has given its prior written consent to you to do so, you may not share any such content on any social media page that in NZTR’s sole opinion is commercial in nature or which advertises, or in any way suggests a connection or association between NZTR or the Website with, any product or service.
4. Linking

The contents of the Website may include links to third party materials (Linked Sites). NZTR will not be responsible for the contents of any Linked Site or liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. These links are provided to you only as a convenience, and the inclusion of any link does not imply NZTR's endorsement of the Linked Site or any association with their operators. NZTR reserves the right to prohibit links to the website and you agree to remove or cease any link upon NZTR's request. You may not frame any part of the Website material by including advertising or other revenue generating material.

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.