# **Swimming New Zealand**

## **General Website Terms of Use**



These Terms of Use apply to your use of this website. Your use of this website signifies your acceptance of these Terms. The words "we" and "our" where used in these Terms of Use mean Swimming New Zealand.

### 1. Exclusion of Liability

- 1.1 Whilst Swimming New Zealand has made every effort to ensure that this website provides accurate information, the website is provided on an "as is" basis and the information provided is for general guidance only and does not constitute advice of any kind.
- 1.2 We make no representations or warranties of any kind with respect to this website or its contents. In particular, we make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this website. The information contained in this site may contain technical inaccuracies, typographical errors or may be out of date. Our liability for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 1.3 Neither we, nor any of our Directors, members, employees or affiliated organisations shall be liable for loss or damage arising out of or in connection with the use of this website or reliance on its contents. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 1.4 Notwithstanding this, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded.

#### 2. Intellectual property

- 2.1 We are the proprietor of the Swimming New Zealand trademarks used on this website and their get-up and you may not use them without our express permission.
- 2.2 We are also the owner or the licensee of the copyright in this website, its contents and images and no part of this website may be reproduced without our express permission or the permission of the copyright holder.
- 2.3 Please note the on-sharing of content from the Swimming NZ website by member regions and clubs is permitted without seeking permission.

#### 3. New Zealand website

3.1 - These Terms are subject to New Zealand law and you irrevocably accept the jurisdiction of the New Zealand Courts.

#### 4. Children

4.1 - If you are under 18, you may use this site only with the involvement of a parent or guardian.