

# Waikato Rocks Trust

*The one place for creative Waikato*



**Welcome to our website.**

[Please note. We are in the process of merging all our three websites into one, Waikato Rocks Trust website.]

**By visiting or using this Website You agree to be bound by these Website Terms and Conditions (“Terms”). We may change these Terms at any time and will post the changes on the Website. If You disagree with the changes, then You must stop visiting and using this Website.**

**Music tracks, videos, articles, and photos on this website- Terms and conditions**

- All the music tracks, videos, articles, and photos on this website are the property of the trust, and if not, the owner has given permission to the trust to use them.
- By submitting any music tracks, videos, articles, and photos, you warrant that:
- They are originals and does not breach any third-party intellectual property.
- You are authorised to submit them. (including by any parent or guardian if under the age of 18)
- Anyone from anywhere can stream and listen to the music, watch videos, look at the pictures and read the articles on this website for free via all types of electronic and portable devices including a mobile App.
- The trust has the right to use your submission in promotions, media, and all other activities of the Waikato Rocks Trust.

You agree to this and grant all rights to enable this to occur and no royalties are payable at any time.

#### **Personal information- Terms and conditions**

**No personal information is collected if you are accessing this website to read an article, listen to songs, look at photos, watch a video, look for what is coming up or browse.**

Any personal information such as your name, age, date of birth, gender, mobile number, email ID, company or residential address, the suburb where you live, and your band members' or friends' information, and information gathered when participating in an event, shows, concerts, gigs, and surveys:

By submitting any of the personal information, you warrant that:

- They are your personal information and does not breach any third-party information.
- You are authorised to submit them. (including by any parent or guardian if under the age of 18)

All the personal information you submit will only be used for communication and research purposes to improve our services to our community. Your personal information will never be shared with any other organisations.

By using the Website, You agree to abide by and comply with Our Privacy Policy. By providing your personal information You agree that We can contact you, send You information relating to Our Products and Services by using electronic messages or other means. You may unsubscribe from the electronic messaging services at any time by emailing Us.

The content in this page may be changed or altered at any time without notice. We recommend that you check this page regularly to keep yourself updated.

#### **General Terms**

- We may terminate access to the Website or any of the promotions, services or competitions above at any time without notice. Our No Warranty/Disclaimers and Limitation of Liability will survive such termination.
- By using the Website, You agree to abide by and comply with Our Privacy Policy. By providing your personal information You agree that We can contact you, send You information relating to Our Products and Services by using electronic messages or other means. You may unsubscribe from the electronic messaging services at any time by emailing Us.
- To the maximum extent permitted by law, We expressly disclaim and exclude all representations, warranties, conditions and guarantees, including (without limitation) in respect of quality, merchantability, fitness for purpose, condition, description, manufacture, design or performance whether express, implied by common law, law merchant, trade usage, custom or otherwise or statutory in relation to the Website, or any of the promotions, services or competitions we provide. We may cease to make available any of the Website content.
- Despite anything else contained in these Terms, any liability to You by Us in respect of anything arising from or concerning these Terms, the Website, or any of the promotions, services or competitions that we operate, whether arising in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from any relationship with You ("Our liability") is excluded to the fullest extent permitted by law.

- To the extent that Our liability cannot be excluded by law, or to the extent that the exclusion of Our liability would render these Terms unenforceable, You agree that the maximum amount that You will claim against Us (in total) and the maximum amount that We (in total) are liable to You for is one New Zealand dollar or the next largest amount that would be needed to render these Terms (including these exclusion and limitation provisions) enforceable for Our benefit.