

WEBSITE ACCESS POLICIES

TERMS OF ACCESS

These are the Terms of Access (the Terms) which apply to all MediaWorks websites (the Site or the Sites). If you use the Sites you acknowledge that you have read and understood the Terms and agree to be bound by them. 'MediaWorks' includes but is not limited to all brands and operating companies controlled by or associated with those entities.

MediaWorks may change the Terms from time to time. Using any MediaWorks Site after the Terms have changed means you accept the changed Terms. The Site, and the information on it, is intended for New Zealanders only, although others are welcome to visit the Site. Non-New Zealanders who visit the Site do so of their own initiative and are responsible for obeying their local laws. New Zealand law governs the Site.

All content on the Site is protected by intellectual property rights (copyrights, trade marks or other rights and laws). You need MediaWorks' prior written consent to deal with any of the Site content.

MediaWorks takes no responsibility for other sites which maybe linked to the Site. If you link to the site it is at your own risk.

You use the Site at your own risk. The Site may not always be available, for example, during maintenance or repair. MediaWorks endeavours to make sure that the content in the Site is correct, but it is provided "as is" and "as available", without warranties of any kind (either express or implied).

You agree that MediaWorks will not be liable for your reliance on any information on the Site (even if negligently provided). You also agree that MediaWorks will not be liable for any damages (direct, incidental, special, consequential, indirect or punitive) resulting from

the use of (or inability to use) the Site. You agree that if we are held responsible for any damage or loss, MediaWorks' total liability to you for all damages, losses, and causes of

action (whether in contract, tort - including but not limited to negligence - or otherwise) will not exceed the amount paid by you, if any, for accessing the Site.

If you are a business using the Site, then you agree that the provisions of the New Zealand Consumer Guarantees Act 1993 does not apply to your use of the Site or your reliance on the Site.

If you breach the Terms in any way you agree to keep MediaWorks fully indemnified against all the consequences of your breach.

While we endeavour to keep information and materials on the Site secure and confidential, we are not responsible for any breach of security which is out of our control. We do not warrant that the Site is completely secure.

We respect your privacy and comply with the Privacy Act 1993. We will ensure that all personal information, if any, stays within the MediaWorks group. We may use such information in relation to providing publications, services and information to you. You are entitled to access the personal information we hold about you, and amend it if it is incorrect.

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Any questions, corrections or comments concerning this site may be reported to NBC UNIVERSAL. Please note, however, that any feedback information, such as questions, corrections, comments, suggestions, ideas and the like regarding the content of this site, or any NBC UNIVERSAL work, shall be deemed to be non confidential and NBC UNIVERSAL shall have no obligation of any kind with respect to such information. Further, NBC UNIVERSAL shall be free to use, disclose, reproduce and distribute such feedback information to others without limitation, and NBC UNIVERSAL shall be free to use, and shall be the owner of, such ideas, concepts, know how or techniques contained in such

feedback information for any purpose whatsoever without compensation to any other party, including, without limitation, developing, manufacturing and marketing products incorporating such information.

The agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any principles of conflicts of law. If any provision

of this agreement shall be unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remained provisions.

This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

PRIVACY POLICY

At MediaWorks we take your privacy seriously. This Privacy Policy sets out generally how we may gather, use, disclose and manage personal information. Personal information means information or opinions about an individual whose identity is apparent or can reasonably be ascertained from the information.

Collection

During the course of dealing with you, MediaWorks will collect basic personal information about you, including but not limited to your name, address and contact details.

We may also request other specific information from you relating to the publications, goods or services that you wish to obtain.

When initiating contact with MediaWorks via mobile phone (ie. including but not limited to sending MediaWorks a text), the phone number from which the text was sent will be stored in a database.

The Site places a cookie on the hard drive of your computer. A "cookie" is a file which allows us to track and target the interests of users. While we recommend that users enable cookies on their browsers in order to enjoy all the features of the Site, the decision

remains in the hands of the individual. (The management of cookies will be MediaWorks NZ Limited).

How we use your information

What information do we collect?

We collect information on our users through registration and use of the website, through cookies, where you choose to disclose data in postings, and when entering sales promotions and competitions ("sales promotions").

A technique called browser fingerprinting may be used by our systems to uniquely identify computing devices, but not individuals. This information is used by our third party advertisers to improve the accuracy of advertising revenue and billing. Unlike cookies, browser fingerprinting does not write, or store, any information on your computing device. While we don't currently use browser fingerprinting, there maybe times in the future where we are required to.

Registration

The minimum information we need to register a user is an email address, a password. We will ask further questions for different services, including sales promotions. Unless stated, all registration questions are compulsory.

We may also ask some further, voluntary questions during registration for certain services so we can gain a clearer understanding of our users. This also enables us to personalise services for our users.

Updating your personal information

We offer a 'Edit details' page (available from each site on the MediaWorks network), where you can update your personal information at any time, and change your marketing preferences. You can get to this page from most pages on the site - simply click on the 'Edit details' link at the top of the screen when you are signed in.

Who we share data with

We will not share your personal information with others for marketing purposes unless you have given us your permission. With your permission we will only share your information with carefully chosen third parties.

Any information which is collected by MediaWorks when you access a third party service is processed under this Privacy Policy. Information collected by third party operators themselves is governed by their own privacy policies.

Please note that we reserve the right to access and disclose personal data to comply with applicable laws and lawful government requests, to operate our systems properly and to protect both ourselves and our users.

We may use service providers to help us run this site or services available on the site. Any third parties who access your data in the course of providing services on our behalf are subject to strict contractual restrictions to ensure that your data is protected, and in compliance with NZ data protection legislation. We may also independently audit these service providers to ensure that they meet our standards.

Use of Cookies

We use cookies for a number of reasons:

1) For statistical purposes to track how many individual unique users we have and how often they visit our website. We collect data listing which of our pages are most frequently visited and by which types of users and from which countries.

2) We use third parties to collect anonymous user information including through the use of cookies (flash and non-flash) and web beacons. Visit http://www.nielsen-online.com/privacy.jsp?section=leg_scs to learn more information about how we use a third party service to collect and use information on MediaWorks websites.

3) Both MediaWorks and third party advertisers will generate cookies to collect statistical data such as whether a user has seen an advertisement and if so, how long ago, how many users have seen an advertisement and how many users have seen it more than once.

4) Placing cookies on your computer means we can serve you adverts that you might be more interested in, and allows us to control the number of times you see them and measure how effective the ad campaign has been. This helps us to keep the site free of charge.

You can turn cookies off but if you do this you may not be able to use as many services on our website and you might see more pop-ups and other intrusive advertising, as we won't be able to limit what you see using cookies. You will however still be able to view editorial content.

By using this site you are agreeing to the use of cookies as described.

Use of Browser Fingerprinting

We may use browser fingerprinting when a third party wishes to accurately track its advertising conversion without using cookies. The technique uses the characteristics of your browser to uniquely identify your computing device but not you as an individual, and hence it is not used to target advertising at an individual.

Browse fingerprinting cannot be controlled by user configured browser settings in the same way as cookies.

By using this site you are agreeing to the use of browser fingerprinting as described.

About our advertising

MediaWorks currently delivers Online Behavioural Advertising (OBA). OBA allows us to deliver targeted advertising to visitors to our website. OBA works by showing you adverts which are based on the type of content you have been reading, and delivering adverts which we believe may be of interest to you.

As you browse MediaWorks websites one of the cookies we place on your computer will be an advertising cookie so we can understand what sort of pages you're interested in. Some of our partners prefer to use browser fingerprinting instead of cookies to uniquely identify your device to improve the accuracy of their advertising billing.

This information we collect about your computer enables us to group you with other computers who have shown similar interests. We can then display advertising to you which is based on these interests. For instance if you have been reading a lot of Food and Drink articles we may decide to show you more adverts based on food and drink.

It's important to remember that none of the OBA techniques we employ use or requires us to collect information like your name, email address, postal address or telephone number.

Behavioural retargeting is another form of OBA which enables us and some of our advertising partners to show you ads based on your online reading away from guardian.co.uk. For example, if you have visited the website of an online clothes shop you may start seeing ads from that same shopping site displaying special offers or showing you the products that you were browsing. This allows companies to advertise to website visitors who leave their website without making a purchase.

We may also want to share behavioural data with other websites. This may mean that when you are on other websites you are served advertising based on your behaviour on MediaWorks, and on MediaWorks you may be served advertising based on your behaviour on other sites.

Behavioural retargeting is another form of OBA which enables us and some of our advertising partners to show you ads based on your online reading away from MediaWorks. For example, if you have visited the website of an online clothes shop you may start seeing ads from that same shopping site displaying special offers or showing you the products that you were browsing. This allows companies to advertise to website visitors who leave their website without making a purchase.

If you want to opt out of receiving online behavioural advertising this does not mean that you will no longer receive advertising when you are using this website. It just means that the advertising you see will not be customised to you.

CONTRIBUTIONS TO THE SITE

Do not endanger yourself or others, take any unnecessary risks while gathering photos, audio and/or video footage - and remember MediaWorks does not condone the infringement of any laws.

Any content you submit to The Site, (including but not limited to text, graphic, audio and video) must at the time of submission be yours to do with as you wish. By contributing the said content you are declaring:

- you have the right to make the work available to MediaWorks;
- you grant MediaWorks a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution;
- the supplied content is not defamatory in any way, shape or form;
- and your contribution does not infringe any law.

Further to the above, by submitting the content you:

- indemnify MediaWorks against all legal fees, damages and other expenses that may be incurred by MediaWorks as a result of your breach of the above declaration;
- and waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

If you do not want to grant to MediaWorks the rights set out above, do not submit your contribution.

When submitting content via mobile phone you are responsible for all mobile data costs incurred. If you are not sure of such costs, MediaWorks insist you check with your mobile service provider before contributing to the Site.

By submitting the content MediaWorks is by no means obligated to publish it.

Rules of Engagement

Anyone who wants to post comments by way of Public Forum on or is to contribute in any way to the Site is to abide by the following rules. If the Site has specific rules or terms to the contributing area those specific rules or terms will apply if there is any inconsistency with the below.

About your submission/s:

- Contributions must be civil and tasteful.
- No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- If you use multiple logins for the purpose of disrupting the community or annoying other users you may have action taken against your account/s.

- No spamming or off-topic material: we do not allow the submission of the same or very similar contributions many times. Please do not re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
- No advertising.
- No spoilers: material which contains plot developments which have not yet been transmitted on New Zealand television and/or radio are not permitted and will be deleted unless submitted in a designated 'spoilers' area.
- Contributions containing languages other than English may be removed unless allowed in the Site's relevant local rules.
- No impersonation.
- No inappropriate (e.g. vulgar, offensive etc) user names.
- You may not refer to specific URLs (web site addresses) unless allowed under the Site's relevant local rules.
- Deliberate misuse of the facility is not permitted. If you persist in doing this action may be taken against your account.

Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, home address or email address), and please do not

include postal addresses of any kind. If you have a helpful address to share, inform the host of the Site using the 'Contact Us' link, and they will promote it if they see fit.

About the law:

You may not submit any defamatory or illegal material of any nature to the Site. This includes but is not limited to text, graphics, video, programs or audio.

Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.

You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

The views expressed in the Public Forum areas throughout the Site are those of members of the public and are not necessarily those of MediaWorks.

If you are under 16:

Please get a parent's or guardian's permission before contributing to the Site.

Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address) in a Public Forum.

If you breach these Rules:

If you fail to abide by the Rules of Engagement (and/or any variations held within the Site) you risk your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of MediaWorks areas in which public contributions are made.

If you post or send offensive or inappropriate content anywhere on or to the Site or otherwise engage in any disruptive behaviour on the Site, and MediaWorks considers such behaviour to be serious and/or repeated, MediaWorks may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.

MediaWorks reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

By contributing to The Site you consent to MediaWorks making contact with you in regards to your submissions in the event that MediaWorks considers it necessary to do so.

Posting comments is not the same thing as complaining to MediaWorks or notifying MediaWorks of a problem.

If you see a comment/posting that you believe to be inappropriate please let us know.