

Tourism New Zealand

Web Services Terms - www.newzealand.com/travel

Schedule

Your Details

TNZ	New Zealand Tourism Board (trading as Tourism New Zealand)	You insert full legal name	
Contact Name	Patrick Verryt	Contact Name	
Address	147 Victoria Street West PO Box 91 893 Auckland New Zealand	Address	
Phone	+64 9 914 4780	Phone	
Fax	+64 9 914 4789	Fax	
Email	newzealand.com@tnz.govt.nz	Email	

TNZ Website	www.newzealand.com/travel	Your Website	
Content	Travel and tourism information about New Zealand located on the TNZ Website, as selected by TNZ. The following is excluded from the Content: images and interactive feature pages.	Content Page(s) insert URL(s)	
Launch Date			
Expiry Date			

TNZ is a New Zealand Crown entity whose primary purpose is to promote New Zealand as a visitor destination. TNZ operates the TNZ Website, which includes the Content.

If you wish to display the Content on Your Website, please ensure that you have read and agree to the Web Services Terms on the following pages. Insert the information required above in "Your Details", print this Schedule, sign and fill in the details below, and email or fax the Schedule to TNZ. By doing so, you agree to be bound by the Web Services Terms (together with this Schedule, "**this agreement**").

If TNZ agrees to provide you with access to the Content, it will insert the Launch Date and Expiry Date and any excluded content, counter-sign the Schedule and email or fax it back to you, together with a log-on and password for you to access the Content ("**Account**").

Signed for New Zealand Tourism Board (trading as Tourism New Zealand) by:	Signed for [insert your full legal name]
..... authorised signatory authorised signatory
Name:	Name:
Position:	Position:
Date:	Date:

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1. TNZ's Responsibilities

- 1.1 TNZ will supply you with the Content using XML feeds. TNZ will use reasonable endeavours to make the Content continuously available, but cannot guarantee availability. The Content is generally refreshed every 8 hours.
- 1.2 TNZ will provide reasonable assistance to you to address technical and administrative issues relating to your use of the Content.
- 1.3 TNZ will use reasonable endeavours to ensure that the Content is accurate.

2. Your Responsibilities

- 2.1 You will host the Content on the Content Pages in accordance with this agreement.
- 2.2 You may edit the Content (in accordance with this agreement) to make it suitable for the Content Pages, but may not alter the substance or meaning of the Content. You agree to comply promptly with any request from TNZ to amend or remove information from the Content Pages. You will be solely responsible and liable for any changes you make to the Content (other than changes made in accordance with TNZ's instructions).
- 2.3 You may use insubstantial portions of the Content to create teaser content which may be used by you on other pages of your online network than the Content Pages.
- 2.4 You acknowledge that the security of the TNZ Website and Content is important, and will comply with TNZ's security requirements in relation to your Account and accessing, hosting and use of the Content, as notified to you by TNZ from time to time. You will always keep your Account details confidential and will not allow unauthorised persons to use your Account.
- 2.5 If the Content includes any images (for example maps and photographs), you must comply with the Terms of Use for images on <http://images.newzealand.com/>.

3. Licences

- 3.1 TNZ grants you a non-exclusive and non-transferable licence for the Term (as defined in clause 9.1) to:
 - (a) use the Content to create and host the Content Pages;
 - (b) display and distribute the Content to the public; and
 - (c) if you wish, describe the Content as being from or provided by www.newzealand.com.

4. Intellectual Property

- 4.1 You acknowledge and agree that:
 - (a) TNZ owns or is the licensee of all right, title and interest in the Content and the TNZ Website, and you do not acquire any right to these except as licensee under this agreement;
 - (b) you may not represent that you are the owner or creator of the Content;
 - (c) you may not sub-license others to use or host or edit the Content;
 - (d) you may not sell the Content or (other than through selling advertising space on the Content Pages) profit from the Content;

- (e) TNZ is entitled to license any other person to use, reproduce and/or distribute the Content (whether online or any other medium).

4.2 TNZ acknowledges and agrees that you own or are the licensee of all right, title and interest in Your Website (excluding the Content), and TNZ does not acquire any right to Your Website.

5. Warranties

5.1 TNZ warrants that it has authority to enter into this agreement.

5.2 You warrant that:

- (a) the information you have provided in the Schedule is accurate and you have authority to enter into this agreement;
- (b) your use and editing of the Content to create and host the Content Pages will not infringe the intellectual property rights of any person;
- (c) your use and editing of the Content will be intended to promote New Zealand and will not be defamatory or unlawful;
- (d) you will not use the Content in any way that results in monetary loss to TNZ or in any way that damages TNZ's reputation; and
- (e) you will use reasonable skill, care and diligence in creating the Content Pages.

6. Public Announcements

6.1 TNZ may make any public announcement regarding the subject matter of this agreement.

7. Indemnity

7.1 You will defend and indemnify TNZ against all claims, costs, damages, and liabilities, including actual solicitor/client costs, received or incurred by TNZ and related to or arising from:

- (a) a breach by you of your obligations under this agreement;
- (b) any claim that the Content Pages (to the extent created by you) are defamatory, misleading or breach any law or any person's intellectual property rights;
- (c) any damage to TNZ's Website or information technology systems arising from your accessing or use of the Content (for example, any virus or malicious code introduced by you, or any interruption, delay, defect, or failure caused by you).

8. Limitation of Liability

8.1 To the maximum extent permitted by law, TNZ excludes all warranties not expressly set out in this agreement and excludes all liability to you for indirect or consequential loss, damage or corruption to systems, software or data, and loss of profit, business, revenue, goodwill or anticipated savings, however arising, including from TNZ's negligence or the negligence of its agents, employees, or sub-contractors. To the extent that TNZ is liable to you, any liability is limited to NZD 1,000.

9. Term and Termination

9.1 This agreement commences on the Launch Date and will continue until the Expiry Date, and thereafter until terminated on 30 days' prior written notice by either party or otherwise in accordance with this agreement ("**Term**").

9.2 Either party may terminate this agreement immediately by written notice if the other party:

- (a) is in material breach of this agreement; or
- (b) becomes subject to any form of insolvency administration.

10. Consequences of Termination

- 10.1 Upon termination or expiry of this agreement:
- (a) all licences granted under this agreement terminate;
 - (b) you must cease accessing, hosting, editing, displaying or otherwise using the Content.
- 10.2 The provisions related to Intellectual Property, Warranties, Confidentiality, Indemnity, Limitation of Liability and this clause (and any other clause intended to survive) will survive termination or expiry of this agreement.

11. General

- 11.1 **Notices:** Notices must be in writing and sent to the recipient at the address, email address, or facsimile number set out in the Schedule (or any replacement address, email address, or facsimile number notified by the recipient). Notices will be deemed delivered 5 days after posting (if posted), one day after emailing (if emailing, provided that no undeliverable notice has been received by the sender), upon receipt by an employee (if hand-delivered or couriered), or upon confirmation of successful transmission (if sent by facsimile).
- 11.2 **Assignment:** You may not assign or transfer or sub-license your rights or obligations, whether in whole or in part, under this agreement without TNZ's prior written consent.
- 11.3 **Amendments:** TNZ may amend this agreement by posting an amended version at <http://www.newzealand.com/travel/utilities/help/web-services.cfm> and notifying you. You will be responsible for checking the amended version at <http://www.newzealand.com/travel/utilities/help/web-services.cfm>, and if you do not wish to continue with this agreement as amended, you may terminate this agreement by notifying TNZ within 30 days of the date of TNZ's notice to you. Otherwise, you will be deemed to have accepted the amended version.
- 11.4 **Relationship:** This agreement does not constitute either party as an agent, partner or joint venturer of the other party.
- 11.5 **Force Majeure:** Neither party will have any liability for any failure or delay in performing any of its obligations resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, denial of service attack or similar, internet problem, riot, explosion, embargo, strikes whether or any other condition beyond the reasonable control of such party.
- 11.6 **Waiver:** No exercise or failure or delay by TNZ in exercising any of its rights under this agreement or at law will constitute a waiver of that or any other right.
- 11.7 **Further Assurances:** Each party will promptly do every reasonable thing to perform this agreement.
- 11.8 **Entire Agreement:** This agreement (incorporating the Schedule signed by you and TNZ) constitutes the entire agreement between you and TNZ and supersedes all prior agreements and understandings between the parties relating to its subject matter.
- 11.9 **Resolving Disputes:** The parties will endeavour to settle any dispute in a fair, objective and friendly spirit by discussion or by agreed alternative method of dispute resolution, such as mediation. If any dispute is not resolved within a period of 14 days after one party has given written notification to the other party formally requesting resolution of the dispute by an alternative method of dispute resolution, then either party may submit the dispute to an arbitrator appointed by mutual agreement of the parties, or in the absence of agreement, to a single arbitrator nominated by the President of the New Zealand Law Society (or his or her nominee), and any such dispute will be settled in accordance with the provisions of the Arbitration Act 1996. The decision of the arbitrator will be final and binding on the parties.
- 11.10 **Confidentiality:** Each party will keep confidential and not disclose or use any confidential information obtained from the other party pursuant to this agreement, except to the extent:
- (a) agreed in writing by both parties;
 - (b) required by law;

- (c) necessary to provide carry out any obligation under this agreement; or
- (d) that the information is or becomes publicly available without a breach of this agreement or of any law.

Each party will return (or, if requested, destroy) any confidential information belonging to the other party on termination of this agreement or on request.

11.11 **New Zealand Law:** This agreement is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.