



# Website Terms & Conditions

The New Zealand Leaders program is operated by International Leaders Pty Ltd (ABN 58 166 560 774) under license from International Leaders Pty Ltd.

## In this document:

- New Zealand Leaders will be referred to as 'we' or 'us' or 'our'.

### 1. Disclaimer

Please read carefully the terms of this agreement. By accessing this website (and any associated entities' websites app or application (website)), you agree to be bound by the terms and conditions of this agreement. We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained in this Website. The material contained on this website is general in nature. No person should rely on any of the contents of this website without confirming the information directly with us by phone, email or in person.

### 2. Accuracy

Every effort is made to provide information that is accurate. However, we do not warrant or represent the accuracy, currency and completeness of any information or material available on its website. Further, we reserve the right to change information or material on the website at any time without notice, including but not limited to details relating to programs, participants and services

### 3. Copyright

All content contained on this website is Copyright of International Leaders Pty Ltd unless otherwise noted.

### 4. Disclaimer of Liability

The user assumes all responsibility and risk for the use of this website and the Internet generally. We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained in this site. Under no circumstances, including negligence, shall anyone involved in creating or maintaining this website be liable for any direct, indirect, incidental, special or consequential damages, or loss of profits that result from the use or inability to use the website and/or any other websites which are linked to this site. Nor shall they be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained via the website; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or failure of performance, communications failure, theft, destruction or unauthorised access. States or Countries which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.

### 5. Conduct

Visitors agree to use the website only for lawful purposes and are prohibited from posting on the website any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

### 6. Disclaimer of Endorsement

Hyperlinks or references to any products, services, or websites of third parties or other information by trade name, trademark, supplier or otherwise does not constitute or imply its endorsement or recommendation by us.

### 7. Leaders Resource Centre

Access to the Leaders Resource Centre is subject to the key clauses in any applicable Membership, Sponsorship or Partnership agreement with us in addition to the clauses noted on the login page. You agree to observe and maintain the confidentiality of all security features relating to use of the Website (including passwords, access arrangements etc) as notified.

### 8. Indemnity

You agree to indemnify us (including employees and agents) for any loss suffered or liability incurred by us (including employees and agents) arising from any unlawful, unauthorised or improper access or use of the website or any breach of these terms by you or your employees, contractors or representatives.

### 9. Hyperlinks to Other Websites

The Site may contain hyperlinks to other sites on the internet. We are not responsible for the accuracy, legality, security, decency of material or copyright compliance of any websites we provide a hyperlink to.

### 10. Security of Information

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

### 11. System security

(a) You must not, and you must not permit any other person to:

- violate or attempt to violate any aspect of the security of the website;
- modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of the Website, or any software used on the Website.

(b) You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include:

- accessing data unlawfully or without consent;



# Website Terms & Conditions Contd.

- (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- (iii) attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
- (iv) forging any header information in any email or newsgroup posting.

(c) You will indemnify us (including any related entities) in relation to any liability incurred and for any damage, cost or expense, whether direct or indirect, caused by your breach of these terms, including this clause.

## 12. Cookies and data

(a) Our website uses "cookies" as a fundamental interaction with your internet browser. Cookies enable us to provide you with superior, customer-oriented service. A cookie is a small text file placed on your computer by our web server. A cookie can later be retrieved by our website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.

(b) We use cookies on our website for various purposes, including where you access specific content on our website or related sites. Therefore, if you wish to make full use of our website, it is recommended that you accept cookies. Cookies may also be used to collect and use information for a range of purposes, including; to maintain and improve the operation of our Website, to track user preferences and requirements and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.

(c) Third party sites such as social media sites may also use cookies. You should refer to their respective terms of use and privacy policies for details.

## 13. Social media

Where we provide or host social media pages or where you refer to us on social media and reference any matters identified on our website, the following provisions shall apply:

(a) You are fully responsible for the social media site content you submit. We shall not be liable in any way for such social media site content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted to you or any other social media site user. We may screen and/or remove and/or request that the third-party operator of any social media site or website remove any social media site content without notice for any reason whatsoever.

b) You agree that:

(i) you will not submit any social media site content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children, misleading or deceptive, or otherwise unsuitable for publication.

(ii) you will obtain prior consent to the submission of your content from all persons who appear in (for example, in photographs) or have any rights in relation to any content;

(iii) your content will be your own original work;

(iv) your content shall not contain viruses or cause injury or harm to any person, entity or device;

(v) you will comply with all applicable laws and regulations, including without limitation, those governing copyright content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems; and

(vi) you agree to indemnify us for any loss, damage or expense, whether direct or indirect (and including consequential loss) we and/or any of our related entities may suffer in relation to any breach of the above terms.

## 14. Governing law

(a) The website is operated from Australia. We make no representation that the content and materials on the website are appropriate for use in other locations.

(b) These terms and conditions and your use of the website are governed by the laws in force in Queensland, Australia. By using the website, you agree to submit to the jurisdiction of the courts of Queensland, Australia.

## 15. Variation

We may vary these website terms and conditions at any time without providing you with notice. You acknowledge that changes will be effective immediately upon publication on the website. If you do not accept the revised terms and conditions, then you should leave or cease to access the website.