

## Website Terms of Use

1. These terms apply to all users of TAB and NZ Racing Board's websites, including the websites [www.tab.co.nz](http://www.tab.co.nz), [www.nzracingboard.co.nz](http://www.nzracingboard.co.nz), and [www.best-bets.co.nz](http://www.best-bets.co.nz) ("Website"). The term "we" refers to New Zealand Racing Board (and "our" or "us" has a corresponding meaning). "You" are the user of the Website or the services on it.
2. By viewing the pages of our Website, you acknowledge that you have read and accepted these terms. If you do not agree to be bound by these terms, please exit from our Website immediately and do not use our Website.
3. We reserve the right to modify these terms from time to time. We will post any changes on our Website. You are responsible for reviewing the amended terms, and your continued use of any of our Website constitutes your agreement to the amended terms.
4. Our Website, any information contained on it, and these terms of use will be governed by, and interpreted in accordance with, New Zealand law. The New Zealand courts have exclusive jurisdiction to hear any disputes concerning matters involving our Website.
5. If any part of these terms is found to be unenforceable, it will not affect the enforceability of the remaining terms.

## Intellectual Property

6. We hold all copyright and other intellectual property rights in our Website and reserve all rights save as provided in these terms. Subject to condition 7, you may electronically reproduce and store the contents of our Website solely for the purposes of viewing our Website, or saving content from our Website, for your own personal (and non-commercial) use. Any copyright notice on that material must be retained on the copy.
7. You must not download, republish, retransmit or reproduce any images (including but not limited to website promotional banners) from our Website.
8. You may not reproduce, adapt, or incorporate anything from our Website in any other work (in whole or in part), including republishing it for any commercial or other purpose, without our express written consent. You also may not display or distribute the content of any of these pages in public or where the content is accessible to the public, including any reproduction in any form on the Internet, without our express written consent.
9. The copyright in all materials (including rights in text, graphics, arrangement and overall design of our Website) displayed or available on our Website either belongs to us or is used by us with permission.
10. Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

## Linking Policy

*Linking to our Website*

11. You must not create a link to any of the pages on our Website without our express consent. You must not link your site or your information in a way that frames our Website or information or tends to imply that your site or another site is associated with, or endorsed by, the TAB, our Website, or us, or that we agree with any of the content posted on your site.
12. If you do create a link to any of the pages on our Website, you acknowledge that you are responsible for all direct or indirect consequences of the link, and you indemnify us for all loss, damage, liability, costs or expense arising from or in connection with the link.

*Following Hypertext Links to other websites*

13. Our Website may contain links to third party websites. We have no control over the content of such websites and we do not make any representations about, nor endorse such websites. The links are provided for convenience and informational purposes only. We are not responsible for the content, validity, accuracy, or the use, of any other website. You should check the terms and conditions applicable to any other websites you use.

#### **Liability Information and Warranties**

14. While we have endeavoured to ensure that the information on our Website is accurate, current and complete, we do not accept liability for any error, misstatement or omission.
15. Your use of our Website is at your own risk. Subject to any terms implied by law which cannot be excluded, we are not be responsible or liable, in contract, tort (including negligence), equity or otherwise for any direct, indirect, incidental, consequential, special, or punitive damage, or for any loss of profit, income or savings, or any costs or expenses incurred or suffered by you or any other person, arising out of, or in connection with, your access to, or use of, our Website or any linked websites.

#### **Technical Issues**

16. We do not give any guarantee that our Website will always be available for access, will be free from error, free from viruses or like technical problems.