

Terms and Conditions

1. AGREEMENT AND AMENDMENT

Agreement to Terms

- 1.1 Welcome to the China NZ Year of Tourism 2019 website (the **Website**), owned by the Ministry of Business, Innovation & Employment on behalf of the Crown (**we, our, us, MBIE**). The Website has been established to provide you with information on the China NZ Year of Tourism 2019 initiative (**CNZYOT**) and includes:
- a) the application process, and licensing terms, for use of the CNZYOT logo (the **Logo**); and
 - b) how to register and advertise an event on this Website that relates to CNZYOT.
- 1.2 These terms and conditions (**Terms**) apply to:
- a) any use of this Website;
 - b) any use of the Logo; and
 - c) registration and advertising of an event relating to CNZYOT.
- 1.3 The words, **you, your** or **User**, apply to any person who accesses and uses the Website.
- 1.4 By viewing and using the Website for any purpose, you are agreeing to be bound by these Terms. If you don't like these Terms or don't want to be bound by them, you cannot use the Website, use the Logo or register and advertise a CNZYOT related event on this Website.

Amendment of Terms and Privacy Policy

- 1.5 We may amend these Terms and our Privacy Policy from time to time. If we do, a notification on the "home" page will advise you that there has been an amendment to the Terms or Privacy Policy. The notification will be accompanied by a link to the amended Terms or Privacy Policy. You accept that notice of any amendments will be deemed to be notice to you and your continued use of the Website or Logo indicates your acceptance of those changes.
- 1.6 We shall be entitled to disable the Website either temporarily or permanently for any reason.

2. USE OF THE LOGO

Licence Application

- 2.1 If you want to use the Logo you must apply for a licence by completing the application at the following link [www.cnzyot.govt.nz].
- 2.2 MBIE has sole discretion whether or not to grant you a licence to use the Logo. If MBIE consents to your application to use the Logo, you must comply at all times with the conditions of use set out in this clause 2.

Licence Terms

- 2.3 Subject to MBIE approving your application to use the Logo, in consideration for your promotion of CNZYOT, MBIE grants to you a limited, non-exclusive, non-transferable, non-sublicensable, royalty free and revocable licence to use the Logo in New Zealand and China (as appropriate) in accordance with these Terms.

2.4 You may use and display the Logo:

- a) only in association with CNZYOT for the activities and purpose consented to by us;
- b) in accordance with the Style Guidelines in the correct format, colour, typeface and size;
- c) subject to any earlier termination, for any time period imposed by MBIE;
- d) together with the following copyright statement displayed prominently with the Logo – “© *Ministry of Business, Innovation and Employment 2018*”;
- e) in accordance with any additional conditions imposed by MBIE on your use of the Logo.

Protection of Logo

2.5 At all times in your use of the Logo, you must act in the best interests of MBIE as owner of Logo and in such a way as to preserve and protect MBIE's interest and goodwill in the Logo. Without limiting this obligation, you must not directly or indirectly:

- a) register or use any other trade name, trade mark, or service mark incorporating or based in whole or in part on any of the Logo;
- b) use the Logo as part of any corporate or trade name, as part of prominent signage displaying its business name, or in connection with any unauthorised purpose;
- c) hold yourself out as having any ownership interest in the Logo or dispute the validity, ownership, or enforceability of the Logo;
- d) invalidate, dilute, or otherwise adversely affect the goodwill associated with Logo;
- e) adversely affect either MBIE's interest in the Logo or the goodwill associated with MBIE;
- f) engage in any conduct that would constitute infringement of, or otherwise harm, the intellectual property rights of any third parties; and
- g) engage in any conduct that would constitute infringement of these Terms.

Inspection

2.6 Upon reasonable notice, you must provide MBIE with access to information and your offices during normal business hours (if requested) for the purpose of conducting an inspection of your use of the Logo. You agree to cooperate with MBIE in its inspection.

2.7 MBIE shall conduct any inspection in a manner so as not to unreasonably disrupt your business and shall restrict the scope, manner, and duration of any inspection to that reasonably necessary to achieve its purpose.

Suspension or Termination of Licence

2.8 Your license to use the Logo will be suspended or terminated (at MBIE's option) immediately upon written notice from us if:

- a) you breach any of these Terms;
- b) In our opinion, you have caused damage to occur or it is likely to occur to the goodwill or reputation of MBIE or CNZYOT
- c) MBIE chooses to discontinue using the Logo for any reason.

- 2.9 If your licence to use the Logo is suspended or terminated, you must stop all use of the Logo and remove all instances of the Logo from anywhere you have displayed it, your business and any marketing paraphernalia. In the case of a suspension your use of the Logo may only resume once we have provided you written notice that the suspension has been lifted.

3. ADVERTISING AN EVENT

- 3.1 If you would like to host an event relating to CNZYOT and wish to advertise it on the Website, you must apply by completing the application at the following link [<https://mbie.wufoo.com/forms/w19stwwm0bmoynh/>] and providing a copy of the proposed advertisement in the requested format.
- 3.2 Advertisements for placement on the Website must provide accurate information about the event and not contain anything that:
- a) is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986;
 - b) is defamatory, indecent or is otherwise offensive to a generally held standard;
 - c) might potentially adversely affect CNZYOT's or our goodwill or reputation;
 - d) breaches any right of privacy or confidentiality;
 - e) infringes a copyright or trade mark or otherwise infringes any third party intellectual property rights; or
 - f) breaches any provision of any statute, regulation or bylaw.
- 3.3 If we accept your application, your advertisement shall be placed on a webpage on the Website dedicated to advertising CNZYOT related events. The placement of your advertisement on the Website is not an endorsement of the event by MBIE.
- 3.4 This is a free service and we shall be entitled to remove your advertisement from the Website at any time and for any reason.

4. INTELLECTUAL PROPERTY

- 4.1 Unless otherwise indicated in these Terms or on the Website, we are the exclusive owners of the intellectual property in the Website and its content (including all copyright, trade marks, trade names and design elements).
- 4.2 Subject to any licencing arrangements for the Logo, you cannot reproduce or re-use any of the following for which we are the owner of the intellectual property (whether registered or not), without our consent:
- a) any logos, emblems and trade marks; and
 - b) the design, layout, pictorial and graphical elements of the Website.
- 4.3 You may not use our intellectual property in a manner that is not authorised by these Terms unless you obtain our prior written approval to do so.

5. DISCLAIMER

- 5.1 While reasonable steps will be taken to ensure that the Website is available to Users, the Website will be unavailable from time to time to permit routine and unscheduled maintenance to be undertaken (and potentially for other reasons), and is provided on an "as is" and "as available" basis.

- 5.2 The Website provides a general information service only. The content provided on the Website has not been prepared by taking into account the particular objectives, situation or needs of any individual user. Any use of the Website or its contents is at your own risk and we are not responsible for any adverse consequences arising out of that use.
- 5.3 We, do not accept any liability and make no representations or warranties of any kind, express or implied, as to or in connection with:
- a) the accuracy, adequacy or completeness of the content contained on the Website;
 - b) the suitability of the content on the Website for the User's intended use;
 - c) the operation or availability of the Website;
 - d) the validity of any intellectual property rights in the Logo or Website; or
 - e) the compatibility or suitability for use of the Website with the User's browser or its information technology equipment and systems.
- 5.4 MBIE is not responsible for and has no liability (either direct or indirect) for:
- a) the content of any third party websites linked to the Website. Any links to third party websites are provided for convenience only; or
 - b) any third party events advertised on the Website; and
- their inclusion on the Website does not imply any endorsement, affiliation or verification by MBIE.
- 5.5 All warranties, conditions and representations in connection with the Website, any content on it or links to a third party website, either express or implied, are excluded to the fullest extent permitted by law.

6. INDEMNITY

- 6.1 You will indemnify, defend and hold harmless the Crown, us and respective Officers, from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, resulting from any breach by you of these Terms and your use of the Logo other than in accordance with these Terms.

7. CONTACT US AND DISPUTES

- 7.1 If you want to contact us or have a dispute with MBIE in connection with these Terms, please contact us at cnzyot@mbie.govt.nz.
- 7.2 In the event of any dispute, we will use all reasonable efforts to resolve the dispute. If we can't resolve the dispute to your satisfaction, you may ask MBIE to escalate the dispute to the appropriate MBIE representative.
- 7.3 That MBIE representative will then promptly contact you to try to resolve the dispute. If, following this, the dispute is still not resolved, you may take such action as you consider appropriate, such as commencing legal proceedings.

8. PRIVACY AND OFFICIAL INFORMATION

- 8.1 Our treatment of your personal information is described in our Privacy Policy at [\[www.cnzyot.govt.nz/about/contact-us-2\]](http://www.cnzyot.govt.nz/about/contact-us-2). In agreeing to these Terms, you will be taken to have read and agreed to the terms of that Privacy Policy.

- 8.2 We will treat your personal information in accordance with our Privacy Policy, but you acknowledge and agree that we may be required to release information under the Official Information Act 1982 or other law.

9. GENERAL

- 9.1 These Terms form the entire agreement between us in relation to the use of the Website and Logo. These Terms are governed by and will be construed in accordance with the law of New Zealand and any court proceedings are subject to the exclusive jurisdiction of the New Zealand courts.
- 9.2 If MBIE fails to exercise any right or remedy available to it under these Terms, this shall not prejudice its rights in exercising that or any other right or remedy at any future time.
- 9.3 If any part or provision of these Terms is considered to be invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision.