

TERMS AND CONDITIONS

MAKE-A-WISH NEW ZEALAND GENERAL TERMS

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MAKE-A-WISH NEW ZEALAND GENERAL TERMS

This section sets out the terms that apply to your use of the Make-A-Wish New Zealand website and the Make-A-Wish New Zealand mobile. Your continued use of our Services indicates to Make-A-Wish New Zealand that you agree with these General Terms, as updated from time to time. We may change these General Terms from time to time, so please check back regularly.

Content created by Make-A-Wish New Zealand

Make-A-Wish New Zealand owns or licenses from third parties all of the trademarks, copyright and other intellectual property that exists in the Services. You must not copy or reproduce in any form any of the graphics, logos or other materials from our Services unless you have our specific permission. For the avoidance of doubt, you have our permission to download material from the Downloads page on our website, subject to the restrictions noted on that page.

Content posted by you

Any content that you post to our Services (eg photos, videos and comments) is your responsibility, and you must make sure that you have the necessary rights to post that content (eg by obtaining permission of copyright owners if necessary or by obtaining permission to use personal information of third parties). By posting any content, you also give Make-A-Wish New Zealand a non-exclusive, transferable, royalty-free worldwide right to use and reproduce that content.

Third-party copyright infringement

Make-A-Wish New Zealand follows the provisions of the Digital Millennium Copyright Act and other relevant copyright legislation as applicable. If you believe that someone else is using your copyright or trademark without your permission, please contact us at info@makeawish.org.nz to report the infringement.

Respect the Wish Community

Stay respectful by adhering to the following:

You must not collect user's content using automated means.

You must not interfere with our website, upload viruses or other malicious code

You must not bully, intimidate or harass anyone

You must not post any content that infringes or violates someone else's rights, or otherwise violates the law, or that is discriminatory, hateful, pornographic, threatening or violent.

Make-A-Wish New Zealand's disclaimer

Make-A-Wish New Zealand takes great care with its Services and we endeavour to keep them accurate, error-free, and free of any offensive material. However, you use the site at your own risk and Make-A-Wish New Zealand will not be liable for any costs or losses you incur through your use of our Services. Whilst we may include on our Services links to third-party websites or resources, Make-A-Wish New Zealand is not responsible for such third parties and you use those websites or resources at your own risk.

Hosting a Make-A-Wish New Zealand Event

By registering to host a Make-A-Wish New Zealand Event/Activity, including any community-style Event, you accept that you are responsible for the organization and running of the Make-A-Wish New Zealand Event, which includes acquiring any necessary permits, permissions and/or insurance required to host such an event. There may be risks and dangers inherent to a Make-A-Wish New Zealand Event, and by choosing to host it you understand and accept that Make-A-Wish New Zealand will not have any liability in relation to any injury, damage or loss incurred in connection with your Make-A-Wish New Zealand Event.

Participating in a hosted Make-A-Wish New Zealand Event

You acknowledge that if you participate in a Make-A-Wish New Zealand Event of any sort, you do so at your own risk and that Make-A-Wish New Zealand will not have any liability in relation to any injury, damage or loss you suffer as a result.

Your Fundraising

Any challenges, events and activities (including any challenges you set for yourself) should only be undertaken with consideration given to your existing physical health, any medical conditions you may have and advice from appropriate health professionals. The information provided on this site, and any linked sites, is not a substitute for medical or professional care or advice, particularly in relation to suitability or safety. Make-A-Wish New Zealand will not have any liability in relation to any injury, damage or loss related to your involvement in a challenge or activity.

Make-A-Wish New Zealand Event RSVPs and Tickets

If you attend an official Make-A-Wish New Zealand Event, you will need to comply with any additional terms in the RSVPs, on the tickets and/or as notified to you by Make-A-Wish New Zealand prior to or at the Make-A-Wish New Zealand Event.

Refunds

If you have made a donation in error, Make-A-Wish New Zealand is happy to refund you provided you notify Make-A-Wish New Zealand as soon as possible and following receipt of your donation. If you wish to request a refund, then please contact us using the contact details in the Contact Us section of the Make-A-Wish New Zealand website.

Make-A-Wish New Zealand's rights

Make-A-Wish New Zealand may remove any content posted by you or prevent access by you to our Services at its entire discretion. Any failure by Make-A-Wish New

Zealand to enforce our rights under these General Terms is not a waiver and we remain entitled to enforce our rights.

Corporate Networks

If you are signed up to a corporate network page, and the page indicates such, Make-A-Wish New Zealand may share your personal information with that corporate entity, in order to enable corporate benefits to flow to Make-A-Wish New Zealand, or to you as an individual.

Address and Phone contact

If you have shared your address and phone number with Make-A-Wish New Zealand, we may contact you via those channels, however, you may opt-out at any time. Please see our [privacy policy](#) for further details.

Google and Apple Login

If you choose to sign up for Make-A-Wish New Zealand with Google, Make-A-Wish New Zealand may collect and receive your Google ID, email, name and photo URL. If you choose to sign up for Make-A-Wish New Zealand with Apple Login, Make-A-Wish New Zealand may collect and receive your name associated with your Apple ID and email address. Please see our [privacy policy](#) for further details

Entities and governing law

The Make-A-Wish New Zealand entity and relevant law governing these General Terms depends on the country in which you live:

If you live in the UK or a country that forms part of the EEA (except for Germany), these General Terms form an agreement between you and Make-A-Wish New Zealand Europe, subject to the laws of England and Wales;

1. If you live in New Zealand, these General Terms form an agreement between you and the Make-A-Wish New Zealand Foundation New Zealand, subject to the laws of New Zealand;

PAYMENT SERVICES PROVIDERS

Payment gateway services provided by Stripe.

PRIVACY POLICY

Please see our [privacy policy](#)