

# Website Terms and Conditions of Use

June 2022 Version

## Site Owner

This website is owned and maintained by Connexis a subsidiary of Te Pūkenga – New Zealand Institute of Skills and Technology (collectively **Te Pūkenga**). All references to “we”, “us” or “our” in these Terms are references to Te Pūkenga as defined above.

## Accepting the Terms

These Terms govern the use of our website. By accessing or using a website governed by these Terms, you confirm that you accept these Terms and will comply with them.

## Updating these Terms

These Terms may be revised by giving you notice. You will be notified of any changes by us displaying the changes in the most recent version of these Terms and/or by sending you an email. Any change made applies from the date it is posted. By using our website after receiving notice of any changes to these Terms, you will be deemed to have accepted those changes to these Terms.

## Sign-in and Membership

In order to use certain features of our website you may need to register an account and sign-in. Where that is the case, you may be notified of additional terms that apply either by us displaying those on the website and/or emailing those to you.

## Use of Website

Any use or interaction with our website must comply with all laws, regulations and mandatory rules that apply to you.

You must not use or interact with a Te Pūkenga website in a way that results in any disruption, corruption or damage to any computer software or hardware.

You must not collect, store or use any personal information of other users of our website, unless they've expressly agreed to that.

Any information that you submit over our website must be accurate, complete and not misleading.

## Intellectual Property on the Website

Unless otherwise indicated, copyright in all material available on our website is owned by the New Zealand Government, through its Crown Entities, Education New Zealand (ENZ) and/or us, together with any of their respective licensors.

Any commercial exploitation of the content included on our website is expressly prohibited.

You may copy, store, reproduce and distribute the content included on our website provided that:

- it is not used for any commercial purpose;
- you explicitly acknowledge the content source and copyright status;
- it is not modified in any way; and
- it is reproduced accurately, is not used in any way that may mislead others and is not used in a derogatory manner.

However, this licence does not apply to any logos, emblems and trademarks incorporated on our website, or to any design elements, photography, imagery, video or audio recordings. It also does not extend to any material that is identified as being the property or copyright of a third party (including any of our learners). Those may not be copied, stored, reproduced, distributed, incorporated in any other work or otherwise used, in whole or in part, without our written permission.

We do not take any responsibility for any part of our website that displays the work of learners. Learner's work doesn't necessarily reflect our opinion, policies or procedures and we cannot guarantee its accuracy, authenticity or suitability.

## Availability of our website

We cannot guarantee that our website will be error-free or that you will always have uninterrupted access. Access to our website may be interrupted or restricted for updates, maintenance, repairs or for matters that arise that are beyond our reasonable control.

## Links

Our website may contain links to third party websites that are not under our control. We do not endorse and are not responsible in any way for any information, content or material that is available on third party websites.

You may create a hyperlink to our website from another website but that hyperlink must not be presented in a way that misleads, suggests that we have an association with or endorse anything contained on that website.

## Monitoring

Communications that we have with you (for example, electronic correspondence or telephone calls) due to your access of our website may be recorded for training purposes, to help ensure effective systems operation or for other lawful purposes.

## Unsolicited email

Email addresses that are published on our website should not be considered consent to receiving unsolicited email. Any communication that is sent to an email address that appears on our website must comply with the Unsolicited Electronic Messages Act 2007.

## Privacy

We are committed to complying with the Privacy Act 2020 when collecting, using or dealing with any of your personal information.

Like many websites, we may collect information in connection with your visit to help us improve our website and to provide you with access to certain functionality and services made available through it.

Your access to and use of our website is subject to our Privacy Notice which can be accessed [here](#). It describes how we collect, hold, use, disclose and maintain your personal information, including personal information that is collected through our website. It also describes some of your rights in relation to your personal information

By using our website (including by submitting personal information to us through our website), you acknowledge and agree to our Privacy Notice.

## Disclaimers

### No warranties for information on this website

You agree that your use of, and reliance on, information on our website is entirely at your own risk. You acknowledge that while we endeavour to ensure that the information on our website is accurate, we do not make any representation or warranty that the information provided is accurate or up to date.

All warranties, whether express or implied, as to the accuracy, currency, completeness, fitness for purpose or usefulness of the information contained on our website are excluded to the extent permitted by law.

## Exclusion of our liability

You acknowledge and agree that:

- to the maximum extent permitted at law, any and all liability of us and our directors, officers and employees to you under or in connection with these Terms, or your use of our website is excluded; and
- the exclusion immediately above applies regardless of whether liability arises in contract, tort (including negligence), equity or by statute or other legislation, and whether such liability is for direct, indirect, consequential or punitive losses or damages, or loss of profit, income, data, business opportunity or anticipated savings.

It is up to you to ensure that the computer or device you are using to access our website is secure and that you are protected against viruses, worms, trojan horses, spyware, malware or other items of a destructive or harmful nature.

## Your indemnity to us

You agree to indemnify, and keep indemnified, us and our directors, officers and employees against any and all actions, claims, proceedings, losses, liabilities, damages, costs and expenses (including legal costs) suffered or incurred by any of those persons arising out of or in connection with:

- your use of our website; and
- any breach by you of these Terms.

## Waiver

If you breach these Terms and we don't immediately take action against you, we shall still be entitled to enforce our rights and remedies in respect of any such breach.

## Severability

If any provision of these Terms becomes or is held invalid, unenforceable or illegal (whether partly or in full) for any reason, that provision (or part of that provision) will be severed from the remaining Terms, which will continue in full force and effect.

## Governing law

These Terms, your use of our website, any information contained on it, and any dispute arising out of such use of our website are subject to the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of New Zealand in relation to any dispute that arises in connection with the use of a Te Pūkenga website.