

# WanderSearch New Zealand Website Privacy & Terms of Use Policy

## 1. General

This Website is owned and operated by New Zealand Land Search and Rescue Incorporated (“LandSAR, we, us, our”). By using this website you accept these terms and conditions and our privacy policy as amended from time to time. These terms are governed by the laws of New Zealand and in using this site, you unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand. We reserve the right, at our discretion, to alter our terms and conditions and privacy policy at any time. Changes will take effect immediately once they are published on this website. Your continued use of the website represents your agreement to be bound by the current terms and conditions and your acceptance of any such changes. These terms and conditions were last reviewed in October 2021.

## 2. Privacy

By providing personal information to us, you consent to our collecting, storing, and using your personal information. You have a right under the Privacy Act 2020 to access any personal information held by us to correct or update your personal information. LandSAR enables group members to change or update their personal information, including password, email address and profile information through the Member’s Login portal (“Members Only Area”). We will take reasonable steps to protect personal information that is held by us from unauthorised access, use, disclosure, alteration, or destruction. We will not use, sell or disclose your personal information to a third party without your consent, except in accordance with the Privacy Act 2020. If you provide your email address to us, we may provide you with news, information and updates via email. If you would like to be removed from our email list, please reply with the word unsubscribe in the subject line and we will ensure you are not sent further email correspondence.

## 3. No interference

You must access and use this website in accordance with all applicable laws, and not do anything to interfere with the operation of this website. Without limiting the previous sentence, you must not, and you must not attempt, or assist anyone else to:

- (a) damage or harm this website, or any underlying or connected network or system;
- (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access this website or content featured on it for any purpose; introduce any viruses, content or code to this website that is technologically harmful; or do anything that could disable, overburden, or impair the proper working of this website,

such as a denial of service attack;  
(c) use this website to do anything unlawful;  
(d) facilitate or encourage any violations of these terms;  
(e) solicit log in information or access an account belonging to someone else;  
(f) upload or post any content to this website (or use any of this website content to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable; or  
(g) bully, intimidate, threaten or harass any other user.

#### **4. Passwords and Security**

All users of the Members Only Area are responsible for keeping personal login information safe, private and secure at all times. This means not allowing any other person to use their login information or allowing a copy to be discovered of the login information.

#### **5. Use of Members Only Area**

The Members Only Area must only be used for legitimate LandSAR purposes, in accordance with any instructions issued by LandSAR from time to time. You must not use any information on the Members Only Area for an improper or inappropriate purpose.

Without limiting the foregoing, you may only use contact information on the Members Only Area as is strictly necessary to facilitate legitimate LandSAR missions or other endorsed LandSAR activities. You must not use the Members Only Area to send uninvited or “spam” messaging, to harass or abuse any person or group, or to do anything else that may cause annoyance or inconvenience to LandSAR or any person listed on the Members Only Area. You must not copy or download any information on the Members Only Area unless you have express permission to do so. Without limiting clause 9, if you do not comply with this clause, we may suspend or cancel your access to the Members Only Area.

#### **6. Intellectual Property**

All content, images, documents, forms or user guides and other information (“information”) on this site is our exclusive property (unless otherwise specified) and is protected by copyright and other intellectual property laws. You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, or in any way commercially exploit any such information, in whole or in part other than as is expressly permitted.

#### **7. Third Party Websites**

Our website may contain hyperlinks to websites operated by third parties. We are not responsible for the content of such websites, or the manner in which those websites collect, store, use, and distribute any personal information you provide. When you visit third party websites from hyperlinks displayed on our website, we encourage you to review the privacy statements of those websites so that you can understand

how the personal information you provide may be collected, stored, used and disclosed.

## **8. Exclusions/Limitation of Liability/Disclaimers**

LandSAR is not liable for any damage, loss, cost, claim or expense arising out of or relating directly or indirectly to any information, document, including any agreement, form or user guide accessed via this website or your use of this website, interruption, delay or impairment in the functioning, operation or availability of our website, exposure to or transmission of any computer virus, internet access difficulties in connection with our website, or malfunction in equipment or software your use of or reliance on information contained or accessed through this website. We are not responsible for ensuring that the information that you access or make available through using this website will be private or secure or free from viruses or other harmful things.

We do not and cannot guarantee accuracy or availability of our website and services or that there will be no interruptions or delays in relation to our website or services from network problems, human or technical error, atmospheric, geographic, or topographic conditions. We assume no responsibility for the corruption of any data or information held by us.

## **9. Termination**

We reserve the right to reject or cancel any person's use of this website, without cause or any obligation to discuss the matter with that person. The integrity of the website is dependent upon all users conducting themselves in a responsible and legal manner.

Each term of these terms of use is separately binding. If for any reason any term cannot be relied on, all other terms remain binding.