

# Child Rescue website terms and conditions updated April 2021

This document outlines the Terms and Conditions of use of the Child Rescue New Zealand website. By using this website you consent to the terms outlined here:

## 1. Definitions and Interpretation

### 1.1 Unless the context requires otherwise, when reading these Terms and Conditions (Terms and Conditions):

“Personal Information” has the same meaning as provided by the Privacy Act 2020, a New Zealand statute, as follows personal

information—

- (a) means information about an identifiable individual; and
- (b) includes information relating to a death that is maintained by The Registrar-General under the [Births, Deaths, Marriages, and Relationships Registration Act 1995](#) or any former Act (as defined in [section 2](#) of the Births, Deaths, Marriages, and Relationships Registration Act 1995)

### 1.2 “We, us, our” means Child Rescue New Zealand, its trustees, employees, servants, and assignees;

### 1.3 “Website/s” means one or more of the following websites: [childrescue.org.nz](http://childrescue.org.nz), [destinyrescue.org/nz/](http://destinyrescue.org/nz/);

### 1.4 “You, your” means you, the person accessing our website/s and/or making use of the services the website/s provide.

## 2. Use of the website/s

### 2.1 By accessing our website/s you warrant and represent to the website owner that you

are legally entitled to do so and to make use of the information made available through the website/s. You should not use our website/s if you do not agree with the terms outlined in these Terms and Conditions. If you have any questions about our Terms and Conditions you can contact us at [enquiries@childrescue.org.nz](mailto:enquiries@childrescue.org.nz).

## 3. Trademarks

### 3.1 The trademarks, names, logos and services marks (Trademarks) displayed on our website/s are registered and unregistered trademarks of the website owner. Nothing

contained on our website/s is to be construed as granting any license or right to use any trademark without the prior written permission of the website owner.

**3.2 Unless otherwise expressly indicated, copyright subsisting in material on our website/s is owned by Child Rescue Charitable Trust or Destiny Rescue International**

#### **4. External Links**

**4.1 Certain parts of our website/s link to external internet sites. The website owner makes no warranties or representations regarding the quality, fitness or accuracy of those other external internet sites to which material is linked.**

**4.2 In using those links to access external internet sites you understand that they are beyond the control of the website owner. Any use of any external links or reliance on the content contained therein is at your own risk.**

#### **5. Warranties**

**5.1 The website owner does not make any warranty, representation or guarantee (whether express or implied at law) regarding the website/s or its content.**

**5.2 While every reasonable effort is made to ensure the content contained on our website/s is accurate we do not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website/s.**

**5.3 You acknowledge that the content of our website/s may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.**

#### **6. Content**

**6.1 The content contained in the pages of our website/s is for general information purposes only. It is subject to change without notice.**

**6.2 You acknowledge that any use of any content on our website/s is entirely at your own risk for which we shall not be liable. It shall be your own responsibility to ensure that any use of our products, services or reliance on the content contained in our website/s meet your specific requirements.**

#### **7. Disclaimer of liability**

**7.1 Subject to any applicable laws to the contrary which cannot be excluded, the website owner is not responsible for any loss or damage (whether direct, indirect or consequential) which may arise either directly or indirectly from reliance on or**

access of any materials or information contained on our website/s or transmitted over our system.

7.2 In particular, neither the website owner nor any third party or data or content provider will be liable in any way to you or to any other person, firm or corporation whatsoever for any loss or damage (whether direct or consequential) of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance of or occasioned from or by reason of non-performance or interruption, or termination of content contained on our website/s.

## 8. Conflict of terms

8.1 If there is any conflict or contradiction between the provisions of these Terms and Conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website

## 9. Severability

9.1 Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalid, illegal, unlawful or otherwise, will in that jurisdiction only, and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

## 10. Applicable laws (choice of venue and forum)

10.1 Use of our website/s will in all respects be governed by the laws of New Zealand regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the New Zealand courts located in New Zealand will have exclusive jurisdiction over all controversies arising under these Terms and Conditions.

## 11. How to Contact Us

E-mail us at [enquiries@childrescue.org.nz](mailto:enquiries@childrescue.org.nz)

Write to us at:

Child Rescue New Zealand  
PO Box 12670  
Penrose,  
Auckland 1642  
New Zealand