

CHRISTCHURCH CITY COUNCIL
SMART CHRISCHURCH TERMS OF USE

Effective from 25 June 2019

1. INTRODUCTION

- 1.1 Smart Christchurch:** Christchurch City Council (referred to in these Terms of Use as **we, us** and **our**) provides the Smart Christchurch website (referred to in these Terms of Use as **Site**) for the purposes described in these Terms of Use.
- 1.2 Application of Terms of Use:** These Terms of Use set out the basis on which we provide, and on which you may access and use, the Site. You are deemed to have confirmed your acceptance of these Terms of Use by accessing and using the Site. You will not be able to use the Site if you do not accept these Terms of Use.
- 1.3 Privacy:** The way in which we use personal information is explained in, and governed by, the Smart Christchurch Privacy Statement (<https://smartchristchurch.org.nz/content/uploads/2020/03/Smart-Christchurch-Website-Privacy-Statement.pdf>). By using the Site, you accept, without limitation or qualification, the terms outlined in the Smart Christchurch Privacy Statement (<https://smartchristchurch.org.nz/content/uploads/2020/03/Smart-Christchurch-Website-Privacy-Statement.pdf>).
- 1.4 Hosting of the Site:** The Site is hosted by our hosting provider and made available to you via an internet browser.

2. PURPOSE OF THE SITE

- 2.1 Smart Christchurch Programme:** The purpose of the Site is to provide information to the public about the Smart Christchurch programme, including (but not limited to):
- (a) providing news and updates about current Smart Christchurch projects and initiatives, allowing users to keep up to date with progress; and engaging with the Smart Christchurch programme through the “Contact” page;
 - (b) providing information about innovation activities, challenges, expos and events organised by the Council (**Innovation Events**), and providing application forms which potential exhibitors and sponsors can use to submit information to apply to take part in these Innovation Events (each an **Application**); and
 - (c) allowing us or members of the public to:
 - (i) submit challenges for which innovative solutions are being sought (**Challenges**); and
 - (ii) allowing members of the public to submit solutions (**Solutions**) to those Challenges,via the “**Innovation Hub**” (each a **Submission**).
- 2.2 Access to the Site:** You may access the Site by:
- (a) accessing and browsing the Site as a guest (**Guest**); and/or

- (b) creating and registering an account (**Account**) on the Site by completing the registration process provided on the Site, which includes the creation of login details and a profile (**Registration**).

Registration is required in order to submit a Challenge or Solution.

2.3 Innovation Event Applications: We will review all Applications and will determine at our sole discretion whether to extend an invitation to you to participate in any Innovation Event as an exhibitor or sponsor. If you have submitted an Application, we may contact you using the contact details provided by you to request any additional information to support the Application and to assist us in our determination.

2.4 Moderation of Submissions: We will review all Submissions prior to the Submissions or information from the Submissions being published on the Site. In respect of all Submissions, we reserve the right at our complete discretion to:

- (a) decline the Submission, in which event the Submission and/or information from the Submission will not be posted on the Site;
- (b) require you to amend the Submission, and if the amended Submission is resubmitted and approved by us, post the amended Submission and/or information from the amended Submission on the Site; or
- (c) request that you provide further information and/or amend the Submission, and if on receipt of the further information and/or amended Submission the amended Submission is approved by us, post the amended Submission and/or information from the amended Submission on the Site.

2.5 No endorsement: Notwithstanding the review of the Submissions by the Council, you acknowledge and agree that the Submissions which are published to the Site, and any information from or related to any Submission have been created by the submitting party, and that the publication of the Submissions or any information from or related to any Submission on the Site (which are not our own Submissions) is not in any way an endorsement by us of those Submissions or their contents.

2.6 Removal of Content: We, at our sole discretion and without notice, reserve the right at any time to remove any content (including any submissions by any third party) from the Site and to deny any user access to this website or any portion of it.

3. OUR RESPONSIBILITIES

3.1 Access to the Site: Subject to these Terms of Use, we will use reasonable endeavours to ensure the Site is available other than when we need to suspend or restrict access to the Site in order to carry out maintenance, or for operational or technical reasons. We do not guarantee that your access to, or use of, the Site will be uninterrupted, error-free or virus-free.

3.2 Security: We will do everything reasonably within our power to prevent unauthorised use or disclosure of the personal information about you that we hold in accordance with the Smart Christchurch Privacy Statement. However, we do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk. You are responsible for ensuring the security of the personal information held on your computer, mobile or other device.

4. YOUR USE OF THE SITE

4.1 Use of the Site: You may access, view, reproduce and print the content on this Site, provided that:

- (a) you only use that content for informational, non-commercial purposes, and any reproduction includes a prominent acknowledgement of our rights in the relevant content; and
- (b) you must obtain our prior written permission before using any of our trade marks or logos, or any other trade marks and logos on the Site, including registered or unregistered trade marks of us or our licensors.

4.2 Your Responsibilities: You agree to:

- (a) only submit information in relation to a Registration, an Application or a Submission that properly relates to the relevant Registration, Application or Submission (as applicable);
- (b) take reasonable steps to ensure that all information provided to the Council, including all information contained in any Registration, Application or Submission is complete, accurate, and up to date;
- (c) create and hold only one Account on the Site (but you can use the Site as a Guest at any time);
- (d) keep any username and password for your Account secure and confidential and you will be responsible for all use of the Site through your username and password, and on your Account; and
- (e) comply with all applicable laws when accessing and using the Site.

4.3 Prohibited Acts: You agree that when using and submitting information to the Site (whether in a Submission or otherwise) you will not:

- (a) abuse, threaten, harass, stalk, defame or otherwise violate the legal rights of other users of the Site;
- (b) publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information;
- (c) upload files that contain information or software protected by intellectual property laws unless owned or controlled by you or used by consent of the owner;
- (d) upload files that contain viruses, corrupted files, worms, or any other software or programmes that may cause damage to the computers of the Council or other users of the Site; and
- (e) advertise, or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.

5. INTELLECTUAL PROPERTY AND CONTENT

- 5.1 Your Content:** If you provide or contribute any content or other materials to us and/or to this Site via any Registration, Application or Submission, by submitting that Registration or Application, or making that Submission to the Site you warrant that:
- (a) you have the necessary rights, power, consent and authorisation required to submit the Registration or Application, or to make the Submission, and to grant us rights to the content of that Registration, Application or Submission, in accordance with these Terms of Use; and
 - (b) your Registration, Application, or Submission does not contain any content which infringes on another person's intellectual property or which is offensive, obscene, defamatory, discriminatory, inappropriate or contrary to any applicable laws (including the Harmful Digital Communication Act 2015). In the event that you breach this clause, without limiting any of our other rights or remedies, we may remove the relevant content from the Site.
- 5.2 Licence to use Your Content:** If you contribute any Submission to the Site, you grant us a worldwide, royalty-free, sub-licensable, perpetual, irrevocable, non-exclusive, transferable licence to use, copy and modify that Submission or any part of that Submission, including the right to make the Submission (or any part of the Submission) available for display, distribution, disclosure and publication on the Site (subject to the Smart Christchurch Privacy Statement <https://smartchristchurch.org.nz/content/uploads/2020/03/Smart-Christchurch-Website-Privacy-Statement.pdf>) and the right to use and display any trademarks and logos included in the Submission. All rights, title and interests in anything created as a result of the Submission, is and remains our property.
- 5.3 Updating Content:** We may update, amend, or delete any content on the Site at any time and for any reason, including if you ask for us to correct content in connection with your details, or for a violation of these Terms of Use.

6. LIABILITY AND DISCLAIMERS

- 6.1 Liability Exclusions:** To the fullest extent permitted by law, we will not be liable for any errors and omissions, nor for:
- (a) any direct or indirect, incidental, special or consequential loss or damage;
 - (b) any loss of data, profits, revenue, business or goodwill; or
 - (c) any damage to your device or the data held on your device,
- arising out of or in connection with the use of the Site or the data contained on it.
- 6.2 Limitation of Liability:** If notwithstanding the above, we are found to be liable to you for any damage or loss which arises as a result of your use of the Site, our liability (whether in contract, tort or otherwise) will not exceed [**\$50.00**].
- 6.3 Warranties Excluded:** To the fullest extent permitted by law, we disclaim and exclude all representations, warranties and conditions, whether express, implied or statutory, relating to the Site, other than those representations, warranties and conditions identified expressly in these Terms of Use.

6.4 Consumer Guarantees: Notwithstanding any other provision of these Terms of Use, nothing in these Terms of Use limit any rights you may have under the Consumer Guarantees Act 1993 (**CGA**), provided that if you are in trade (as defined in the CGA) and are using the Site in trade, you agree that the provisions of the CGA do not apply.

6.5 Disclaimer: In respect of the information provided on the Site:

- (a) the information is for general information purposes only and has not been prepared by taking into account the particular objectives, situation or needs of any individual users; and
- (b) although we try to ensure that content is current, accurate and complete, and we will take action within a reasonable time, to correct any error or inaccuracy that is brought to our attention, we do not guarantee that the content will be current, accurate or completed when you access it,

and accordingly, use of information and material contained on the Site is at your own risk.

7. SUSPENSION AND TERMINATION

7.1 Suspension of Operation: We may withdraw or suspend the operation of the Site, or cease to provide and/or update content to the Site, with or without notice to you, if we have reasonable grounds for doing so, including for security, legal or business reasons.

7.2 Suspension or Termination of Access: We may suspend and/or terminate your right to access and use the Site, with immediate effect at any time, including where you have not complied with these Terms of Use. We will use all reasonable endeavours to notify you if we do so, except where we are prohibited from doing so under applicable law.

8. THIRD PARTY WEBSITES AND SERVICES

8.1 Third Party Sites: The Site may contain links to third party websites. These websites have not been prepared by us and are not controlled by us. They are provided for your convenience only, and do not imply that we check, endorse, approve or agree with those third party websites.

8.2 Third Party Services: We use, from time to time, third party features, products and services on the Site, which may be available for you to use through the Site. Use of such third party products and services are subject to compliance with the terms and conditions of the third party owners of the relevant features, products or services. The third party terms and conditions may, amongst other things, govern the ownership, use of, and access to the third party features, products or services.

9. MARKETING AND COMMUNICATIONS

Where you have provided us with your details for the purpose of receiving information about Smart Christchurch projects and initiatives, you consent to us sending you information about such projects and initiatives, including marketing or promotional communications about our services and products from time to time. You may unsubscribe from any marketing or promotional communications by following the unsubscribe facilities in the communications that we send to you.

10. AMENDMENTS

10.1 Amendments to these Terms of Use: We may from time to time amend these Terms of Use (at our absolute discretion) by providing notice of the amendments on the Site. You should check these Terms of Use from time to time to check for any amendments. By continuing to use the Site after any such amendment, you are deemed to have agreed to the amended Terms.

11. GENERAL

11.1 Assignment: Your rights and obligations under these Terms of Use are personal to you and you may not assign or otherwise transfer any of your rights or obligations under these Terms of Use to any other person without our prior written consent. We may assign or transfer any or all of our rights or obligations under these Terms of Use at our sole discretion.

11.2 Force Majeure: Neither you or us will be liable for any breach of these Terms of Use, if and for so long as this breach is a direct result of circumstances beyond the breaching party's reasonable control.

11.3 Waiver: No waiver by you or us of your or our (as applicable) rights under these Terms of Use will be effective unless it is in writing.

11.4 Governing Law and Jurisdiction: These Terms of Use are governed by the laws of New Zealand, and any related disputes will be resolved by the New Zealand courts.

11.5 Entire Agreement: These Terms of Use and the documents and information referred to in these Terms of Use record the entire agreement between you and us relating to the Site.

11.6 Severability: If any provision of these Terms of Use is or becomes invalid or unenforceable, that provision will be deemed deleted from these Terms of Use. The invalidity or unenforceability of that provision will not affect the other provisions of these Terms of Use, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

11.7 Contacting Us: If you have any questions about these Terms of Use or the Site, please find the details to contact us at smartchristchurch@ccc.govt.nz or you can call us on 039418999.