

Terms and Conditions for use of New Zealand Winegrowers Media Hub

These terms and conditions govern the use of the New Zealand Winegrowers Media Hub (Media Hub) from the New Zealand Winegrowers website. All of the Images and Editorials on the Media Hub are owned or licenced to New Zealand Winegrowers.

Provided that you comply with these Terms, NZW grants you a non-exclusive, royalty free, non-transferable licence to use this Footage.

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These terms and conditions may be amended by NZW without notice from time to time. Amendments will be effective at the time the amended terms and conditions are posted on this website. You are responsible for ensuring you are aware of the current terms and conditions.

All due care and attention has been exercised in the preparation of the information contained in this document.

Use of Editorial Content

Editorial content may be used verbatim or edited by media to tell a NZ Wine story or used to promote NZ wine.

Use of the Images

The images must be used to promote New Zealand wine and must not be used in paid advertising or marketing unless prior written approval has been given by NZW.

You agree not to alter, modify, reproduce, or otherwise deal with the Images except in accordance with these Terms and Conditions.

NZW (or where NZW holds a licence, the owner of the Image) must be appropriately credited as the source of the Images.

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All images and editorial content in the Media Hub is protected by copyright and other laws of New Zealand, and other similar laws and international conventions abroad.

No inappropriate use of Images

Other than the use agreed in these Terms and Conditions or consented by New Zealand Winegrowers you must not use the images or editorial content in the Media Hub in a way that may harm the reputation of NZW or New Zealand wine.

To the maximum extent provided by law, the Images are provided on an “as is” basis without any warranties, representations or guarantees of any kind (whether express, implied, statutory or otherwise).

The information contained in this document is provided strictly on the basis that NZW and its officers, employees and agents disclaim any liability of any kind arising from the use of the Images, and for any loss and/or damage that may arise from reliance on the information presented therein.

Use of the Images are at your own risk. NZW will not, under any circumstances, be liable for any losses you may suffer directly or indirectly in connection with:

- the use of, or inability to use, the Image; or
- any action or decision taken as a result of accessing or using the Image/s.

NZW may, in its absolute discretion, remove access to the Media Hub at any time.

If NZW contacts, you and advises that the Images must no longer be used you must immediately cease usage of the Images in all forms.

If you are acquiring the Images from NZW for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply, and it is fair and reasonable to be bound by this exclusion.

Governing Laws

These Terms and Conditions shall be governed by the laws of New Zealand.

Acceptance

Downloading and/or using the Images will be deemed to be your acceptance of the Terms.

Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in effect to the maximum extent possible.