

These Terms & Conditions and Agreement are designed to provide Issue Operators (users of Web Pages) with a fair opportunity to present a robust body of information and opinions. It is also designed to help Issue Operators understand their own responsibilities to present fair, accurate and lawful information in providing a safe Website environment for Users and for Issues.co.nz.

## 1. Terminology and Distinctions:

- 1.1 'Agreement' means the Issue Operator's Agreement with Issues.co.nz relating to the supply of 'Services' by Issues.co.nz on the Website (www.issues.co.nz) and related activities.
- 1.2 'Issues.co.nz' is the business entity and 'Website' owned by FRESCO Advertising Limited, a duly incorporated company having its offices at Level 12, 15 Willeston Street, Wellington, New Zealand.
- 1.3 The 'Issue Operator' is the organisation or person taking responsibility for a set of Web Pages and named in the Agreement as the Issue Operator.
- 1.4 'Web Pages' are groups of Issue Campaign pages which may operate within the Website.
- 1.5 Web Pages are identified with the issues campaign graphic at the top of pages rather than the Issues.co.nz graphics.
- 1.6 Web Pages are made available to 'Issue Operators' to self manage, for a specified term, through the Website 'Content Management System' (known as FlightDeck) and are subject to this Agreement.
- 1.7 The 'Operator Manager' is the person nominated to represent the Issue Operator to Issues.co.nz and has sole responsibility for approving the addition and removal of Campaign Administrators, and authorising expenditure and other activity such as Website promotions.
- 1.8 'Campaign Administrators' are people given a 'Secure Login' to administer Web Pages authorised by the Issue Manager.
- 1.9 'Content' is any information or functional capability that may be placed in the Website by Issues.co.nz, by Issue Operators and by Users.
- 1.10 'Third Party Content' is Content placed in the Website by an Issue Operator and by Users and will not have been placed by Issues.co.nz.
- 1.11 'Issues Content' is Content placed in the Website by Issues.co.nz.
- 1.12 'Users' are visitors to the Website who may leave their own Content.

## 2. Issues.co.nz commitments

- 2.1 This Agreement is for the provision of Service by Issues.co.nz (Web Pages in the Issues.co.nz Website to Issue Operators).
- 2.2 Web Pages and Service shall include at least the items listed in the Agreement at the time of signing under 'Web Pages available at signing' unless otherwise notified in writing.
- 2.3 Web Pages can survive in an archived state (stored for later use) after they have been removed from any searches in the Website. Issues.co.nz gives no guarantees that the original Web Pages and Issues.co.nz web address will be available after 24 months have expired following removal from the Website.
- 2.4 Issues.co.nz shall use all reasonable efforts to provide high quality, reliable Service to the Issue Operator at all times but does not guarantee that Service will be fault free.
- 2.5 Issues.co.nz has no liability for any lack of performance, unavailability or failure of the Services or the Website, or for any failure of Issues.co.nz to comply with these terms and conditions where the same arises from any

cause reasonably beyond the control of Issues.co.nz.

- 2.6 Issues.co.nz reserves the right to review the arrangement made for all free Issues Campaigns after 12 months from the signing of this Agreement, or at any time after that.
- 2.7 Issue Campaigns are given access to all Web Page capabilities that are available at the time of signing this Agreement. Further capabilities will be made available progressively, at the discretion of Issues.co.nz.

## 3. Issues.co.nz rights to operate

- 3.1 Issues.co.nz reserves the right to link from the Website to any Content in any Website areas, including Issue Operator Content, Web Pages and User Content.

## 4. Issue Operator commitments

- 4.1 The Issue Operator agrees that their Web Pages operate under the Website's 'Terms & Conditions of Use', 'Privacy Statement' and any policies relating to user comments or interaction.
- 4.2 The Issue Operator shall take responsibility for all privacy and copyright obligations and provisions within their Web Pages.
- 4.3 The Issue Operator shall use the Content Management System and Secure Login with care and respect, ensuring that no technical damage or interference can occur to the Website, through hacking or other technical intervention.
- 4.4 The Issue Operator shall not knowingly allow or encourage Web Pages to be used for the purposes of unusual or excessive online traffic, which may incur extraordinary traffic charges for Issues.co.nz.

## 5. No Representations

- 5.1 The availability of information on the Website does not constitute a recommendation by Issues.co.nz or any other person.
- 5.2 If the Issue Operator enters into any transaction subsequent to accessing the Website, the Issue Operator does so entirely in reliance on the Issue Operator's own judgement and inquiries and not in reliance on any statements, warranties or representations made to the Issue Operator or to any other person by or on behalf of Issues.co.nz.

## 6. No Endorsements/Issue Operator Risk

- 6.1 Issues.co.nz carries Content potentially relating to any issue and does not guarantee that there will not be issues in conflict with each other within the Website.
- 6.2 Issues.co.nz does not warrant or make any representation about any Content placed by Issue Operators and other Users in the Website or in Web Pages.
- 6.3 The Issue Operator further acknowledges and agrees that Issues.co.nz does not endorse, support, sanction, verify, encourage or agree with any Third Party Content or any User's Content nor assume responsibility for any Third Party Content posted that is threatening, defamatory, obscene, harassing or offensive contained therein, any infringement of third party intellectual property rights arising or any crime facilitated thereby.
- 6.4 The views expressed in the Website may not be the views of Issues.co.nz and Issues.co.nz reserves the right to remove or amend any message but is under no obligation to exercise editorial control.
- 6.5 The Issue Operator acknowledges that the Third Party Content placed in the Website by them is their sole responsibility and Issues.co.nz Content obtained through this Website is at the Issue Operator's own risk.

- 6.6 The Issue Operator understands and agrees that any Content downloaded or otherwise obtained through the use of the Website is done at the Issue Operator's own discretion and risk and that they will be solely responsible for any and all damages to the Issue Operator's computer system or loss of data.
- 6.7 Where the Issue Operator places Content on the Website or into Web Pages, the Issue Operator will ensure that the information is true, accurate and correct at the time it is posted and for the period it remains on the Website.

## 7. Limitation of liability to the Issue Operator

- 7.1 Issues.co.nz shall not have any liability arising from any cause (including the negligence of its employees or contractors) in the provision of the Service. All other liability (whether arising under the Consumer Guarantees Act, any other enactment or otherwise) is excluded to the fullest extent permitted by law.
- 7.2 All liability of any kind (including but not limited to negligence) on the part of any third party network operator, its officers, employees, contractors and agents, however arising in the provision of services by such network operator to Issues.co.nz, is expressly excluded.

## 8. Issues.co.nz withholding service

- 8.1 Issues.co.nz may for any reason and without need for explanation decline to offer Service to any Issue Operator.
- 8.2 Issues.co.nz reserves the right to refuse any Content at any time and to remove material at any time, without need for explanation.

## 9. Termination

- 9.1 Issues.co.nz may, without notice and at any time, terminate the Agreement for any unlawful use of the service or any use by the Issue Operator which causes, or is likely to cause damage to the Issues.co.nz Website or its reputation.
- 9.2 Issues.co.nz may at any time remove, amend and/or vary any of the Issues Content which appears on the Website, and will make every reasonable effort to notify the Issue Operator of this in advance.
- 9.3 Issues.co.nz may at any time cease to operate the Website in whole or in part, and refunds of payment for unfulfilled agreements may be made, at the discretion of Issues.co.nz. If your Web Pages are removed due to breach of our terms and conditions it is at our discretion whether you are eligible for a refund.

## 10. Privacy and Personal Information

- 10.1 The Issue Operator may need to provide Issues.co.nz with private information. That information will be held as confidential in accordance with the Privacy Act 1993.

## 11. Disputes

- 11.1 If the Issue Operator has any dispute with Issues.co.nz as to the Service, the Issue Operator must contact Issues.co.nz in writing at mail@issues.co.nz, or write to PO Box 11034, Wellington and seek resolution of the dispute. Issues.co.nz agrees to seek to resolve all disputes within 60 days.

Issues.co.nz is owned and operated by FRESCO Advertising Limited.

Issues.co.nz, Level 12, Guardian Trust House  
15 Willeston Street, PO Box 11 034, Wellington 6011.

Phone: +64 4 499 4958

Freephone: 0508 447 783 (0508 4 ISSUES)

Email: mail@issues.co.nz