

Westpac Stadium Wi-Fi Policy

Terms of Use

1. **Service:** The Wellington Regional Stadium Trust Inc (“we” or “us”) will provide you with this Wi-Fi network service (“Service”) in accordance with these terms. By using the Service, you agree to comply with these terms. If you do not agree to these terms, our Wi-Fi Service Fair Use Policy (“Fair Use Policy” - please refer to page 5) or our Wi-Fi Service Privacy Policy (“Privacy Policy” – please refer to page 3), do not use the Service. You acknowledge that any breach of these terms may result in suspension, withdrawal or modification of the Service without further notice to you.
2. **Use:** You are responsible for all activities and content accessed using the Service through this connection by you or anyone else (whether or not authorised by you) and you agree to comply with our Fair Use Policy. Use of the Service is at your own risk.
3. **Privacy:** Your information is being collected, it will be stored and used in accordance with our Privacy Policy, and may be provided to our sponsors and other commercial partners.
4. **Service provided as is:** We do not make any promises as to the level or quality of the Service, and you acknowledge that the Service may experience faults or issues including interruption, downtime or low speeds.
5. **You acknowledge as follows:**
 - a) **No security:** like all internet use, data transferred using the Service may not be secure, and you must secure your device and your data against unauthorised access.
 - b) **Network management:** we may at any time, for any reason, apply network traffic engineering methods, such as rate shaping, that may reduce the speed of your connection or your ability to access certain content.
 - c) **Monitoring:** we may monitor your use of the Service.
 - d) We may send you emails relating to the operation of this Service.
6. **Consumer Guarantees Act does not apply to use of service in trade:** If you use the Services in trade, then to the greatest extent permitted by law, the guarantees implied by the Consumer Guarantees Act 1993 shall not apply and are hereby excluded.
7. **Other Consumer Guarantees Act rights maintained:** Except as lawfully excluded under clause 6 above, nothing in these Terms of Use, our Fair Use Policy or our privacy policy shall operate to limit or exclude the rights of a consumer under the Consumer Guarantees Act

1993. This exclusion is for the benefit of us, and also our contractors and business partners who supply parts of the Service or who assist us to provide the Service as if they were us.

8. **Other rights limited or excluded:** With the exception of statutory warranties or guarantees that cannot be excluded, to the greatest extent permitted by law:

- a) All warranties or guarantees applied by law are excluded in relation to the Service, and the Service is supplied without any warranty or guarantee as to the availability or quality of the Service; and
- b) we have no liability for any claim by you or any party claiming through you for any loss caused by any defect in the Service, or by any actual or alleged failure by us to provide services with reasonable care and skill.
- c) We will not be liable to you for any indirect or consequential losses of any kind.
- d) This limitation and exclusion is for the benefit of us, and also our contractors and business partners who supply parts of the Service or who assist us to provide the Service, as if they were us.

9. **Indemnity:** you indemnify us against any loss, damage, liability, expense, cost or charge arising directly or indirectly from or incurred in connection with:

- a) your breach of this agreement or the Fair Use Policy; and
- b) your negligent act or omission.

10. **Suspension:** we may suspend your use of the Service if you breach these terms or our Fair Use Policy. We may cease to offer the Service at any time with no liability.

11. **Changes to terms:** We may change these terms of use from time to time without notice to you.

Westpac Stadium Wi-Fi Service Privacy Policy

This Privacy Policy governs use of your personal information as part of the Wellington Regional Stadium Trust Inc (“we” or “us”) Wi-Fi network service (“Service”). Your use of the Service involves the collection by us of personal information about you, which may include your email address, name, other contact information and technical information about the devices and software you use to access this Service.

We may also collect demographic information, such as your age, gender, preferences, and interests. Information collected by us may be combined with information lawfully obtained by us, our sponsors, advertisers and business that supply other Services using this network (e.g. apps) including vendors at the Stadium.

This information is used by us (and businesses we work with to supply the Service) for the operation of the Service, to maintain quality of the Service, for advertising and promotions, to provide general statistics regarding use of the Service and to assist us to deliver customised content and advertising.

We may also use this information, and give this information to sponsors, advertisers, communications network operators and business partners:

- For promotional purposes.
- To enable them to supply goods or deliver services to you, and to enable them to analyse use of the Service at the Stadium.
- To provide our services for you and others, carrying out market and product research and improvements to our products and services;
- Keep you informed of and conduct, sales and marketing activities in relation to services available to, or planned for, you from us and other people; and
- To exercise any lawful right we or any of our related companies, our contractors, credit reference and debt collection agencies, communications network operators and selected business partners has.

Where possible, information will be obtained directly from you, but otherwise it may be provided from others (with your consent), or generated within or by the systems used to provide our Service. You may decide not to provide information to us. However, if you do not provide it, we may not be able to provide our Service to you.

You may ask to see any information we hold about you and we will provide it as long as we have such information and can readily retrieve it, subject to some exceptions at law. You may also ask us to correct any incorrect information we hold about you. In some cases there may be a charge

associated with providing copies of your personal information and we will advise of these charges before providing you with the information.

Personal information collected in relation to your use of the Service may be stored and processed in New Zealand or any other country in which we or our related companies or agents maintain facilities, and by using our Services, you consent to any such transfer of information outside of your country.

We may revise our Privacy Policy. If that happens, then information collected after we publish that new policy will be subject to the new policy.

Westpac Stadium Wi-Fi Service Fair Use Policy

1. You must not transfer a type or quantity of data which may adversely affect the Service nor access any websites of an offensive, objectionable or illegal nature.
2. We may reduce the speed of your connection or limit your access to websites, or disconnect you if in our view the type or quantity of data you transfer is unreasonable or breaches this policy.
3. Unreasonable use: We may reduce the speed of you connection or disconnect you if you unreasonably download or upload files (e.g. torrents, mp3 and mp4).
4. Breach of this policy: You must not use the Service, attempt to use the Service or allow the Service to be used in any way that involves:
 - Breach of law: you or us breaching, or being involved in a breach of the law.
 - Breach of your conditions of entry into the Stadium.
 - Damage to property or people: directly or indirectly causing damage to property or injury to anyone, including attacking another person's information systems, or harassing, menacing, breaching the privacy of or stalking any person, or attempting to do any of the above.
 - Harm to children: enabling a child to access inappropriate material or to establish contact with a person not otherwise known to you.
 - Discrimination: inciting of discrimination, hate or violence.
 - Obscene, defamatory, offensive, abusive material: sending, display, accessing, making available, publishing, distributing or being otherwise involved in material which is restricted, or prohibited by law or which is likely to be obscene, defamatory, offensive or abusive.
 - Infringing of the rights of others: infringing of any person's rights or puts you in breach of an obligation. This includes breach of intellectual property rights, moral rights or someone else's confidential information.
 - Interfering with Service: interfering with the proper operation of the Service.
 - Unsolicited commercial electronic messages (SPAM): sending or being involved in the sending of SPAM including excessive messages to newsgroups.
 - Virus, denial of service attacks: anything in connection with any program (including a virus, trojan horse, worm, cancelbot, time bomb), or activity (including a denial of service attack), that is designed to allow unauthorised control of, or adversely affect a computer, network or data.
 - Open relay and port probing: accessing or using networks or data without consent (including through open relay, port probing and the use of packet sniffers); and

- Spoofing: forging of header information, email source addresses or other user information.

We may change this Fair Use Policy from time-to-time without notice to you.