

## **1. Terms of Use**

1.1 Welcome to Steven Adams Camps, an online service providing you with information to the upcoming basketball camps. These Terms of Use are intended to set out guidelines under which this website operates and to allow you to have trust in the safe platform we endeavour to provide for you.

1.2 These Terms of Use are the terms on which we offer you access to the website. If you access and use the website (whether by browsing the website, becoming a Steven Adams Camps Member or otherwise), you are deemed to have accepted these Terms of Use and agreed to be bound by them.

1.3 These Terms of Use are subject to change at any time. Any amendments will be effective immediately upon posting of the amended Terms of Use on the website. It is your responsibility to ensure that you are familiar with the latest Terms of Use. By continuing to access and use the website, you agree to be bound by the amended Terms of Use. These Terms of Use were last updated on 18 July 2015

## **2. Use of Website**

2.1 The website makes information available to you as a service, the website and the information are provided on an "as is" and "as available" basis. Your use of the website and the information is done at entirely your own risk.

2.2 We do not give any warranty or make any representation whatsoever with regard to the website and the information. In particular, we do not warrant or guarantee:

- (a) the accuracy of the information, or its suitability for any purpose whatsoever;
- (b) that the website will be free from viruses or other harmful properties;
- (c) that the website will be uninterrupted or available at all times;
- (d) that the operation of the website will be error-free or that errors will be corrected; or
- (f) that any file downloaded from the website or sent to you by the website will be free of viruses or contamination.

2.3 We are not responsible for any adverse consequences arising out of your use of any information contained on the website. To the extent permitted by law, we exclude all responsibility and liability for such information.

2.4 We reserve the right to cease operating, or change the manner of operation of, the whole or any part of the website at any time.

2.5 The website contains links to third party websites, navigating you away from the website. We have no control over any third party website and no responsibility for any content contained in any third party website. We are not liable for any loss or damage suffered by you from accessing, using and/or relying on the content of any third party website. By using any of these links, you acknowledge that you are doing so at your own risk. The inclusion of any link does not imply our endorsement, approval, recommendation or preference of the linked website or any association with the person who runs or manages that website.

2.6 Any dealings with any advertiser appearing on the website are solely between you and the advertiser or third party. We are not responsible or liable for any part of any such dealing or promotion, or for any acts or omissions of the advertiser or third party.

## **3. Unauthorised Use of Website**

3.1 While using the website, you agree that you will not use the website for any purpose that is unlawful or prohibited by these Terms of Use. Without limiting the foregoing, you agree that you will not:

- (a) use the website to send spam, chain letters, pyramid schemes or other unsolicited communications of any kind;
- (b) use the website to abuse, defame, threaten, stalk, harass, breach the confidence of, or otherwise violate the legal rights, of

others;

(c) introduce any viruses, worms, Trojan horses or any other harmful or destructive items into the website;

(d) interfere with or disrupt networks connected to the website;

(e) attempt to modify, reverse engineer or reverse assemble any part of the website;

(f) conduct yourself in a manner that will, or is reasonably likely to, negatively affect the website or other users of the website; or

(g) violate any applicable laws or regulations.

3.2 Any unauthorised use of the website (including, but not limited to, hacking, use of any robot, spider or any other automated device or process) shall constitute a violation of these Terms of Use. It shall also be a violation of these Terms of Use for any individual (or group of individuals acting in concert) to request more than 1,000 pages of the website in any 24 hour period.

#### **4. Intellectual Property**

4.1 The website contains intellectual property that is either owned by or licensed to us, and you agree that you will not assert any claim or interest in or to that intellectual property. The intellectual property includes, but is not limited to, the design, layout, look, appearance, content, software and graphics. Reproduction of any intellectual property is prohibited without our express consent, except as set out in clause 4.2.

4.2 You may retain a copy of any information or material incidental to your viewing of the website for your personal reference but not for any commercial purposes. The information or material, or any parts thereof, may not otherwise be used, copied, reproduced, published, distributed, stored in a retrieval system, incorporated in any other work or publication, altered or transmitted in any form or by any means without our prior written consent.

#### **5. Privacy**

5.1 We may collect and use information about you in the manner set out in our Privacy Policy. The Privacy Policy forms part of the overall Terms of Use of the website.

#### **6. Limitation of Liability**

6.1 To the fullest extent permitted by law, we exclude all responsibility and liability in relation to the website and we will not be responsible or liable for any loss, injury or damage however caused (including to any person or property), including under contract, tort, statute, product liability or otherwise, whether they be direct or indirect, special, incidental or consequential, resulting from your use of the website, the application of information found on the website, in connection with these Terms of Use, in relation to any relationships entered into or purchases made as a result of your use of the website or for any other reason whatsoever.

6.2 Without limiting clause 6.1, we will not be liable to you for losses arising directly or indirectly from any failure, error, interruption, changes, suspension, discontinuance or use of the website.

## **7. Breach of Terms of Use**

7.1 Without limiting any other rights available to us at law or otherwise, if you breach any of these Terms of Use, we may terminate your access to the website, cancel your Steven Adams Camps membership, or take any other action that we believe appropriate.

7.2 You agree to indemnify and keep indemnified us and our officers, directors and employees, and hold such persons harmless, from and against all costs, expenses, loss, proceedings or liabilities brought against or incurred by those persons in connection with your breach of these Terms of Use in any way

## **8. Governing Law**

8.1 This website is controlled from our offices in New Zealand. Those who choose to access this website from locations outside of New Zealand do so at their own initiative and are responsible for complying with local laws.

8.2 These Terms of Use will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and you submit to the exclusive jurisdiction of the New Zealand Courts. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity will not affect the remainder of these Terms of Use which will continue in full force and effect.

## **10. Definitions**

11.1 "we/us/our" are all references to Steven Adams Camps.

11.2 "website" means and includes [www.StevenAdamsCamps.co.nz](http://www.StevenAdamsCamps.co.nz), [www.stevenadamscamps.co.nz](http://www.stevenadamscamps.co.nz) and any page derived from these websites and any page owned by Steven Adams Camps.

11.3 "you/your" are all references to you, as a user of the website.