

# TERMS OF USE

## Introduction

This website is owned and operated by World of WearableArt™ Limited (which is a New Zealand company registered under number 1152036) (“**WOW™**”, “**us**” “**we**” or “**our**”).

Thank you for visiting our website. These Terms of Use, our Privacy Policy and Cookie Policy (“**Terms**”) apply to your general use of our website. Please note that we have separate terms that apply when purchasing items through our website (located here: <https://www.worldofwearableart.com/store/terms-shipping/> ) and also when registering with WOW and/or entering any edition of the World of WearableArt Awards (located here: <https://www.worldofwearableart.com/comp-terms-conditions/> ).

If you do not agree, or at any time cease to agree, with the Terms, please stop using our website. Otherwise, your continued use of our website constitutes your agreement to these Terms.

## Use of Website

In using and accessing our website you agree not to:

- use our website directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms;
- post or transmit any material unlawfully or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends or restricts any person, or which prevents any other user from using or enjoying our website or which is false, misleading or deceptive in any way;
- submit for posting or otherwise distribute any material in any way which violates, plagiarises or infringes upon the rights of any third party, including but not limited to any copyright or trademark law, privacy or other personal or proprietary or moral rights;
- knowingly provide registration or other information that is not truthful;
- engage in any other conduct that may harm or damage our website or any of its users or which might otherwise constitute a breach of the Terms.

## Content

All information, recommendations and other content (“**Content**”) that appear on our website are governed by the Terms. Unless otherwise stated, all intellectual property rights (including copyright) in the Content on this website are owned or controlled by us or our licensors.

Your use of our website does not provide you with any right, title or interest in this website or the Content other than as expressly set out in these Terms.

You are permitted to make copies of, and otherwise use the Content contained in, any parts of this website where you are expressly authorised to do so (for example through ‘share’ or

'download' icons or calls to action which will appear on the relevant pages). You must not use any part of the Content for any other purposes without obtaining a written licence from us. For the avoidance of doubt, you are not permitted to copy, download or otherwise use any photographs or other footage appearing on our website unless expressly authorised otherwise.

The Content is made available for information purposes only and should not be relied upon. WOW provides no assurances as to the accuracy or completeness of any Content. WOW is not liable for any loss or damage (whether direct or indirect) that you may suffer as a result of the use, or non-use, of any such Content or this website and this includes any damage resulting from the failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

### **Links to other Websites**

We may provide links to third party websites for your information. We have not reviewed the content of these websites nor are we responsible for their content. We accept no responsibility for your use of, or your reliance of any information contained on, any websites accessible from our website.

### **Indemnity**

You agree to indemnify us from and against any actions, claims and liabilities arising out of or relating to your breach of these Terms or any unlawful use of our website.

### **Privacy**

By accessing and using this site you agree to be bound by our Privacy Policy, which forms part of the user terms, and you agree that any personal data (including, without limitation, contact details such as your name, address, telephone number, email and any other data that may be used to individually identify you) that you submit or make available to WOW through our website will be processed in accordance with our Privacy Policy. Accordingly, you should review the Privacy Policy in addition to these Terms of Use.

### **Termination**

We reserve the right to suspend, limited, cancel or disable your access to our website without prior notice: (i) if we reasonably believe that you or someone authorised by you breaches any of the Terms; (ii) if we consider necessary due to technical or security issues; (iii) if we are requested to do so by a government or law enforcement agency; or (iv) if it is otherwise considered necessary by us at our sole discretion. We are not required to provide any reasons for a decision to suspend, limited, cancel or disable your access to our website.

### **General**

These Terms may be changed from time to time with any such changes effective upon posting of the revised Terms. We encourage you to regularly check these Terms for any such changes.

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

These Terms are governed by the laws of New Zealand and all disputes or claims in relation to these Terms will be subject to the exclusive jurisdiction of the New Zealand courts.

**Last Updated: 29-Aug-2018**