

Terms and Conditions

Use of this site is provided by Tearfund New Zealand subject to the following Terms and Conditions:

- All participants agree to adhere to all the rules and terms and conditions of the Tearfund Poverty Cycle challenge.
- All participants must take responsibility for their own fitness and safety when taking part in the challenge and their own actions and inactions. It is the responsibility of the participant to manage and ensure their own health and safety.
- Participants release the organisers, their officers, volunteers, employees, sponsors or any party associated with the challenge of all liability, financial or otherwise, for any direct or indirect loss, injury or death which might be sustained from any intended or actual participation in this challenge or its related activities.
- Any funds raised by participants do not include previous donations or pre-existing agreements to support Tearfund.
- All fundraising activities undertaken by participants must adhere to relevant local and national government regulations.
- All deposits and donations made by a participant, a company or a supporter are non-refundable.
- Team and Individual profile pages will be on the Tearfund Poverty Cycle website for the duration of the campaign.
- Entrants agree that images and interview material taken at the event or uploaded to online fundraising pages may be used by Tearfund in future promotions.
- Any legal action related to the challenge will be taken in New Zealand courts under New Zealand law.

WAIVER AND RELEASE FROM LIABILITY

I accept that the activities suggested by the Tearfund Poverty Cycle or activities I choose to take part in to fundraise for the Tearfund Poverty Cycle (which include but are not limited to: physical activity, exercise, road cycling, swimming, running, walking, gym activity and trekking) inherently involve risks and potential hazards. The risks and hazards include but are not limited to: road safety, personal safety/injury, water safety and personal equipment failure.

I agree that by registering as a Poverty Cycle participant and undertaking activities of my choice, I accept responsibility for managing risks and hazards associated with the activities I am taking part in. I also confirm that all persons taking part in any challenge with me have been informed about the terms of this waiver and in undertaking the activities, have similarly agreed to accept that there are risks and hazards associated with the activities and to accept the terms of this waiver.

I accept that it is reasonable for Tearfund to assume I have accepted these terms and conditions by registering as a participant on povertycycle.org.nz and undertaking fundraising activity.

I accept that Tearfund reserves the right to withdraw any person from the activity who in Tearfund's opinion is likely to endanger themselves or others. I also accept that Tearfund reserves the right to remove my registration for any reason if it becomes concerned for my safety or the safety of any other person.

I certify that I am physically fit and able to participate in the Poverty Cycle and that the activity I have chosen to perform is within my capabilities and I have not been advised otherwise by a qualified medical person.

I understand that under New Zealand law the accident compensation scheme provides only limited assistance to visitors to New Zealand who suffer personal injury. I acknowledge that Tearfund strongly recommends that all visitors to New Zealand should have full insurance covering any personal injury and loss or damage to property, they might suffer, including medical treatment cover.

To the extent permitted by law I hereby release, waive, discharge and hold blameless Tearfund and all persons entities and contractors connected to Tearfund from any and all liability for death, disability, personal injury (including mental injury), property damage, property theft, loss of personal equipment and all other risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, as a consequence of me carrying out the activities for the Poverty Cycle. I note that this exclusion is subject to any rights or remedies I may have under the Consumer Guarantees Act 1993.



I hereby consent to Tearfund making, taking, collecting, retaining and using photographic images, audio or video recordings of me and/or my minor children (if applicable) undertaking the activities (hereafter the Images) and making available and publishing the Images for the purpose of education, research, training, marketing, promotion and/or advertising. The Images may be cropped, altered, transformed or reproduced in any way, in any current or future media (including, but not limited to, print, television, cinema, internet, YouTube, signage, and offline or online social media) and I waive any right to inspect the final form of the Images. I understand that I will not receive payment or any other compensation in connection with these Images and Tearfund's use of the Images and that I waive

my rights of any kind that I have or may have in the Images. I agree to release Tearfund from any and all liability that may or could arise from the creation, taking, use or publication of the Images. Tearfund agrees to handle the Images in accordance with the Privacy Act 1993 and the terms of this waiver.

I agree that this waiver is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns and that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.

For more information about Tearfund as a charitable entity, visit the Charities Register at www.charities.govt.nz

Privacy Policy

The Internet offers the chance to collect information about site users. This information can be personally identifiable information or aggregated information. However your privacy is important to us at Tearfund and we want to be sure that you understand the terms and conditions relating to the way in which we collect information and the use of that information. This Privacy Policy tells you what information we collect, what we do with it and your rights to view, correct or change it.

The Office of the Privacy Commissioner (<http://www.privacy.org.nz>) provides further details of the New Zealand Privacy Act and how it protects personal information in New Zealand.

The information we collect:

Tearfund operates the website povertycycle.org.nz. As part of our operations we may gather certain types of information about the users of our sites:

- **Personally Identifiable Information.** This is provided by you when you register for services that we may offer. Examples of these services include email newsletters.
- **Aggregated Data.** This information is generated by our systems as they track traffic through our sites. This information does not identify you personally and is not linked to the personally identifiable information that you may have provided

Who we share this information with:

We will not share the information that we collect with any third parties.

The information may be hosted with a service provider. Our agreements with them protect the information that we collect from any use by them that we have not authorised. Your personally identifiable information may be shared with third parties when we believe in good faith that we are required to do so by law.

What else we do with the personally identifiable information:

We have collected this information in order to provide the best possible service to you while you are visiting our sites.

To this end we may use the information that you provide for the following purposes:

- To verify your identity if you need help with

a forgotten password or you are having login problems with one of our site services

- To process any transactions that you might make on our site
- To help provide any other services that you have requested
- To offer the most relevant information suitable to you and your interests
- For any marketing, promotional, publicity, direct marketing or market research that we might undertake
- For any other purposes for which you have given permission

What about cookies?

A cookie is a small file that resides on your computer and is recognised by our server when you visit our sites. A cookie does not provide us with any personally identifiable information. It does provide details of your Internet Provider (IP) address, the computer platform that you use (eg Mac or Windows), the browser that you use (eg Microsoft Explorer or Netscape) and what domain you are accessing our sites from.

With this information we can do the following:

- Track traffic patterns to our site
- Ensure that the most relevant content is being shown
- Allow you to enter certain site member services without having to log in each time you visit

If you would rather we did not use cookies with you, you can refuse them by turning them off in your browser and/or deleting them from your hard drive. You will still be able to visit our sites.

What about our advertisers and business partners?

This Privacy Policy only relates to our sites. You should be aware that we are not responsible for the practices of our advertisers or business partners. Our site may contain links to other sites. You should check their privacy policies before providing personally identifiable information to them or any other third party.

**Opting in and opting out:**

You will always have the option to opt in to certain services and to opt out of those services at any stage. This means you may change your mind at any stage about participating in any of our services. Out of respect for the privacy of our users, we present the option to not receive these types of communications. Customers can unsubscribe via the unsubscribe mechanism at the bottom of each email.

Can we change this policy?

In order to reflect the fact that our business is growing constantly, we reserve the right to change this policy at any time. We will notify site users of any changes to the Privacy Policy.

Your right to access your information:

The New Zealand Privacy Act of 1993 gives you the right to access and correct this information. To find out more about how to do this, please contact us at enquiries@tearfund.org.nz.

For more information about Tearfund as a charitable entity, visit the Charities Register at www.charities.govt.nz