

# SITE TERMS OF USE

Updated 14 July 2022

Discovery NZ Limited and its related entities (“**Warner Bros. Discovery**”) operate a number of websites, social media sites and apps in New Zealand, including threenow.co.nz, newshub.co.nz and discoverycorporate.co.nz (each a “**Site**”). These are the terms that apply when you use our Sites from time to time (“**Terms**”).

## Acceptance of these Terms

If you use a Site, you acknowledge that you accept the Terms and agree to be bound by them.

Warner Bros. Discovery may change the Terms from time to time, so it is worth checking in and reviewing them from time to time. Using any of a Site after the Terms have been changed means you accept the changed Terms.

## Who can use the Sites?

The Sites, and the information on them, are intended for New Zealand residents only, although others are welcome to visit the Sites. Non-New Zealand residents who visit a Site do so of their own initiative and are responsible for obeying their local laws. New Zealand law governs the Sites and these Terms.

If you are a business using a Site, then you agree that the Consumer Guarantees Act 1993 does not apply to your use of the Site or your reliance on the Site.

## Our rights to use your content

Any content you submit to a Site, including text, graphic, audio and video (“**Material**”) must at the time of submission be yours to do with as you wish. By providing the Material to Warner Bros. Discovery through a Site you are declaring:

- you have the right to make the Material available to Warner Bros. Discovery;
- you grant Warner Bros. Discovery a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright, moral and publicity rights with respect to the Material worldwide and/or to incorporate the Material in other works in any media now known or later developed for the full term of any rights that may exist in the Material (including the right to exploit the Material);
- you have obtained any required clearances in relation to the Material (including any
- required consents/releases of people appearing in the Material);
- the Material does not infringe any law and is not defamatory in any way.

If you do not want to grant to Warner Bros. Discovery the rights set out above, do not submit the Material. You indemnify Warner Bros. Discovery against all legal fees, damages and other expenses that may be incurred by Warner Bros. Discovery as a result of your breach of the above declaration.

## Intellectual Property

All content on the Sites is protected by intellectual property rights (copyrights, trade marks or other rights and laws). You need Warner Bros. Discovery’s prior written consent to deal with any content on the Sites.

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## Posting on a Site – rules of engagement

Anyone who posts comments by way of public forum or contributes in any way to a Site must abide by the following rules. If the Site has specific rules or terms to the contributing area those specific rules or terms will apply if there is any inconsistency with these rules.

- Contributions must be civil and tasteful.
- No disruptive, offensive or abusive behaviour.
- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- No advertising.
- No spoilers: material which contains plot developments which have not yet been transmitted on New Zealand television are not permitted.
- Contributions containing languages other than English may be removed unless allowed in the Site's relevant local rules.
- No impersonation.
- No inappropriate (e.g. vulgar, offensive etc) user names.
- No reference to specific URLs (website addresses) unless allowed under the Site's relevant local rules.
- Deliberate misuse of the facility is not permitted. If you persist in doing this, action may be taken against your account, including suspension or termination.

We suggest that you never reveal any personal information about yourself or anyone else in a public forum (e.g. telephone number, home address or email address), and please do not include postal addresses of any kind. If you have a helpful address to share, inform the host of the Site using the 'Contact Us' link, and they will promote it if they see fit.

If you are under 16 years old, please get a parent's or guardian's permission before contributing to the Site.

If you see a comment/posting that you believe to be inappropriate please let us know.

## Disclaimer and Limitation of Liability

You agree that Warner Bros. Discovery will not be liable for your reliance on any information on the Sites (even if negligently provided). You also agree that to the maximum extent permitted by law, Warner Bros. Discovery will not be liable for any damages (direct, incidental, special, consequential, indirect or punitive) resulting from the use of (or inability to use) the Sites. You agree that if held responsible for any damage or loss, Warner Bros. Discovery's total liability to you for all damages, losses, and causes of action (whether in contract, tort - including but not limited to negligence - or otherwise) will not exceed the amount paid by you, if any, for accessing the relevant Site.

You use the Sites at your own risk. The Sites may not always be available, for example, during maintenance or repair. Warner Bros. Discovery endeavours to make sure that the content in the Site is correct, but it is provided "as is" and "as available", without warranties of any kind (either express or implied).

As a user of weather forecast information provided on a Site you acknowledge the uncertainty inherent in forecast predictions. The information is provided "as is" without warranties of any kind, express or implied, including accuracy, completeness, correctness, timeliness or fitness for any

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### **Linked Sites**

The Sites may contain links to external sites. Those sites are not part of the Sites and, unless otherwise indicated, are not under Warner Bros. Discovery's control. No links appearing in the Sites and no external sites linked to the Sites are endorsed by Warner Bros. Discovery and no responsibility is taken for material in them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify Warner Bros. Discovery against any liability arising out of your accessing any linked site.

### **Updating your preferences**

You can update your preferences (i.e. what communications you have provided your permission to) by either clicking on the Unsubscribe link in any of our communications, or by visiting your profile page which is accessible through the "Update Profile" link on the top right of any page (where applicable).

### **ThreeNow**

To access content on the ThreeNow website or app you will need to create a ThreeNow account through the ThreeNow website. Content on ThreeNow may be geoblocked so that it is not available outside of New Zealand. If you access the ThreeNow app through a third party device (such as via a smart TV), you acknowledge and agree that such third party has no liability to you in relation to the distribution, use or performance of the ThreeNow app. You can delete your ThreeNow account by selecting the "Delete Account" link at the bottom of the "Update Profile" page. Once your account is deleted, you will no longer be able to access content on ThreeNow. You are of course welcome to create a new account in the future. Please note that Warner Bros. Discovery may retain certain information relating to your ThreeNow account as required by law or for legitimate business purposes.

### **Privacy Notice**

See our [Privacy Notice](#) for details on how we collect and use your personal information across the Sites.

