

## Privacy and Security Policy

Media Chaplaincy New Zealand (We/Us/Our) is committed to protecting your privacy.

Please be assured that your information will only be used for the purpose for which you gave it to us. Media Chaplaincy New Zealand will keep your personal information confidential.

Personal information is information about an identifiable individual (i.e. a natural person) (you/your). We do not share or sell information that is held in our database. Your use of our website, [mediachaplaincy.nz](http://mediachaplaincy.nz) (Website) indicates that you accept this Privacy and Security Policy and consent to the collection and use by us of any personal information you provide to Media Chaplaincy New Zealand.

We comply with the applicable privacy laws, including the New Zealand Privacy Act 2020 (Act). You can find out further information about the Act at [www.privacy.org.nz](http://www.privacy.org.nz).

### What personal information we collect

If you choose to provide us with your personal information, it will generally be:

1. Your name, address, phone and email;
2. About your interactions with us;
3. Your computer or network (e.g. browser identifiers, IP address, network information);
4. Your credit card number, name and expiry date and/or bank account details. This is encrypted only if you've told us to retain it. Otherwise the information is not held after your donation has been processed.

### When we collect your personal information

Generally, we will only collect personal information via this Website if:

1. You make a donation to us via this Website, or
2. You contact us (e.g. in person or by phone, email or mail), or
3. You give us any personal information when using any part of this Website

We will ask you when/if we need you to provide further personal information for any reason.

### What we tell you when we collect your personal information

Whenever we collect personal information from you, we will let you know:

1. How to contact us
2. Why we are collecting the information
3. If we are required by law to collect the information
4. The consequences (if any) for you if the information is not provided

### How we use your personal information

We collect the information that we need to receive donations, deliver and improve the services or information that we provide. This includes processing donations, providing receipts and sending you information about services offered by and information available from Media Chaplaincy New Zealand.

### Who will have access to your personal information

Unless we are required to provide your personal information to others for purposes relating to public safety and law enforcement or financial transactions, your personal information provided to us via this Website will only be seen or used by persons working for us, for example, Media Chaplaincy New Zealand staff, mailing houses when we send out communications to our donors and supporters, and ecommerce providers, for donors who have provided their name and credit card details to Media Chaplaincy New Zealand (details may be held by overseas payment providers and will be encrypted).

### Security of your personal information

We take reasonable steps to ensure the security of personal information by storing it in a secure environment. If contract service providers are used they will be bound by our privacy policy.

This Website does not store your information. However, information exchanged via the internet may be accessed and used by people other than those for whom it is intended. If you send us any personal information by email it is sent at your own risk.

### **Changing and accessing your personal information**

If you would like to change the details of your personal information or see your personal information that we hold please contact our office:

Email [info@mediachaplaincy.nz](mailto:info@mediachaplaincy.nz)

If your personal information is wrong, you can ask for it to be corrected. If we consider that the correction is reasonable (and we are reasonably able to make the correction), we will make the correction. If we do not make the correction, we will take reasonable steps to note on the personal information that you requested the correction.

### **Opting out**

If you would like to opt out of receiving future communications from us, please contact us:

Email [info@mediachaplaincy.nz](mailto:info@mediachaplaincy.nz)

### **Cookies**

When you visit our Website a record of your visit is logged. The following data is supplied by your browser:

1. Your IP address and or domain name
2. Your operating system (type of browser and platform)
3. The date, time and length of your visit to the Website
4. The resources you accessed and the documents you downloaded

This information is used to compile statistical information about the use of our Website. It is not used for any other purpose. If you do not want 'cookies' to be used please adjust your browser to disable them.

### **Website traffic**

We use Google Analytics to track visits that are received on our Website. We use this information to track the effectiveness of our Website. Types of data collected include visits, pages that have been viewed and the types of browsers used by our visitors. These statistics will not identify you as an individual. For more information read Google's Privacy Policy.

### **Links to other websites**

When you leave this Website you will be going to websites that are beyond our control. These websites may collect your personal information. Our 'Privacy and Security Policy' does not apply to external links or other websites. We encourage you to read the privacy policies of any website you click to from this Website.

### **Changes to this policy**

We may change this Privacy and Security Policy by uploading a revised policy to our Website. The revised policy will apply from the date it is available on our Website.

### **Contacting Us**

To submit a request, or otherwise contact us in connection with this policy or your personal information, please contact us by email ([info@mediachaplaincy.nz](mailto:info@mediachaplaincy.nz)) for the attention of our privacy officer.

**We'd be happy to discuss any questions you may have about matters of privacy:**

**Email [info@mediachaplaincy.nz](mailto:info@mediachaplaincy.nz)**

## Terms & Conditions

Love It Media owns and maintains this website cba.org.nz (website) and your access and use of the Website is subject to our Terms and Conditions and indicates your automatic acceptance of these Terms and Conditions.

### 1. Ownership

The information, video and audio clips, text, logos, graphics, icons, buttons, images, trademarks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Website (Content) are owned by Love It Media unless otherwise stated.

### 2. Access

In order to use this Website, you need the equipment and connections necessary to access the Internet. You are responsible for:

1. the provision of any access to the Internet/or connection;
2. the payment of any cost associated with such connection or access (such as those charged by an online service or other Internet service provider); and
3. the provision of all equipment necessary for you to make a connection to the Internet, including a computer and a modem, and a web browser.

### 3. Love It Media reserves the right to deny you access to, or use of, all or part of the Website, without prior notice, if you engage in any conduct that Love It Media believes, in its sole discretion:

1. violates any provision of these Terms & Conditions; or
2. violates any rights of Love It Media or third parties; or
3. is otherwise inappropriate for continued access and use of the Website.

### 4. System integrity and user conduct

You must not use the Website to:

1. impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
2. send junk, obscene, indecent, offensive, or threatening electronic mail or 'spam' to people who would not wish to receive mail from you;
3. falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Website;
4. interfere with and/or disrupt the Website or servers or networks connected to the Website, or ignore any requirements, procedures, policies, or regulations of networks connected to the Website;
5. attempt to gain unauthorised access to the Website or computer systems or networks connected to the Website through any means;
6. commit forgery (or attempted forgery);
7. harass any individual, or harm minors in any way;
8. collect or store personal data about other users, including email addresses; or
9. violate any applicable local, national or international law, convention or regulation.

### 5. Links & advertising

This Website may contain links to external third party websites. Those websites are not under the control of Love It Media and Love It Media is not responsible for the content or the links contained in those websites.

Neither Love It Media nor its officers, directors, employees, agents, or related bodies corporate are responsible for the content of any third party websites which may be linked to or from the Website, or the products or services of any third party organisations mentioned or described on this Website or linked to or from this Website. You acknowledge that you enter any third party websites at your own risk.

The Website may contain advertisements or endorsements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. If you choose to acquire goods or use a service advertised by a third party on the Website, you do so using your own judgment and at your own risk.

Unless otherwise stated on the Website, neither Love It Media nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Website, nor do they offer the goods or services for sale or make any other representation whatsoever about them.

#### **6. Intellectual property rights/limited licence to use the Website**

The Content of the Website is protected by copyright, trademark and other intellectual property laws.

You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content without the prior written consent of Love It Media, except as expressly provided in these Terms & Conditions or as permitted by the Copyright Act.

The Love It Media logo and name are the registered trademarks of Love It Media, and may not be used as part of your business or in connection with any goods or services without the prior written consent of Love It Media.

#### **7. Disclaimer of warranties & limitation of liability**

1. This Website is provided by Love It Media on an 'as is' basis without any express or implied warranty of any kind;
2. Love It Media has put in place reasonable security measures to protect the information you provide or obtain when accessing the secure pages of the Website. However, the World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Website may be intercepted, used or modified by third parties.
3. Love It Media does not warrant that access to or use of this Website will be uninterrupted or error free or that the Website or any Content on or accessible through the Website is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful components;
4. Unless otherwise stated, Love It Media does not warrant anything about the reliability, relevance, accuracy, completeness, timeliness, suitability, quality, physical state or fitness for a particular purpose of Content on the Website;
5. Love It Media will use reasonable efforts to update the Content on the Website, however Love It Media does not make any commitment in this regard. You are responsible for assessing the relevance, reliability, suitability and accuracy of the Content on the Website;
6. You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Website or the material on or accessible through the Website;
7. Neither Love It Media nor any of its officers, directors, employees, agents or related bodies corporate shall be liable for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use the material or information available on or accessible through the Website, even if Love It Media has been advised of the likelihood of such damages.

If Love It Media cannot lawfully exclude or modify its liability under a statutory term, condition or warranty, then the term, condition or warranty is deemed to be included in these Terms & Conditions and the liability of Love It Media, its officers, directors, employees, agents and related bodies corporate for a breach of that term, condition or warranty, (including any economic or consequential loss) is limited, at the option of Love It Media to:

1. in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the

payment of the costs of replacing or repairing the goods or acquiring equivalent goods.

## **8. General**

Love It Media may from time to time amend, update, or change the Website or the Content on the Website, including these Terms & Conditions, without prior notice.

These Terms & Conditions constitute the entire agreement between you and Love It Media with respect to this Website.

If any provision of these Terms & Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms & Conditions shall remain in full force and effect. The failure by Love It Media to insist upon or enforce strict performance of any of these Terms & Conditions will not be construed as a waiver of any right or remedy of Love It Media in respect of any existing or subsequent breach of these Terms & Conditions.

These Terms & Conditions shall be governed by the laws of New Zealand and each party submits to the exclusive jurisdiction of the Courts of New Zealand.