

## WEBSITE TERMS OF USE

### 1. Interpretation

1. In these website terms of use unless the context otherwise requires:

“*Crane Brothers*” means Crane & Sons Limited;

“*Customer*” means the person or entity contracting with Crane Brothers (including the Customer’s successors and permitted assigns) for the supply of goods and services and includes any person acting on behalf of or with the authority of the customer;

“*Privacy Policy*” means Crane Brothers’ privacy policy as posted on the Website and as amended from time to time by Crane Brothers;

“*User*” means a Visitor or a Customer;

“*Visitor*” means any visitor to the Website that is surfing, reading information, using applications or message boards or enters any competition or game run on the Website; and

“*Website*” means the website [www.crane-brothers.com](http://www.crane-brothers.com) (or any similar website) owned and operated by Crane Brothers from time to time.

### 2. Acceptance and Use

- .1 Any use of, or access to the Website and its associated services constitutes the User’s acceptance of these website terms of use and the Privacy Policy without qualification. If you do not agree to be bound by these website terms of use, please do not access and use the Website or continue to use the Website.
- .2 As a condition of the User’s use of the Website, the User warrants to Crane Brothers that it will not use the Website for any purpose that is unlawful or prohibited by these website terms of use and the Privacy Policy. The User may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. The User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

### 3. Intellectual Property and Content Ownership

- .1 The User acknowledges that Crane Brothers is the sole owner (or licensee) of all intellectual property and content (including, but not limited to, all trade marks, brands, trade names, ideas, systems, applications, message and communication facilities, any textual or graphic material, processes and competitions) which is displayed on the Website or relates to any goods and services promoted or offered for sale on the Website.
- .2 Crane Brothers does not transfer any title or rights to the intellectual property or the content (“together referred to as “the Content”) to the User. Unauthorised use of the Content is strictly prohibited and may infringe the rights of such Content. No Content may be reproduced, published or transmitted in any manner without the prior written consent of Crane Brothers. In particular and without limitation, the User may not without prior written permission from Crane Brothers:

- (a) Archive the Content or any part of it;
- (b) Form a database whether electronically or otherwise by systematically downloading or storing all or any of the Content;
- (c) Redistribute or republish the Content; or
- (d) Link to the Website including (without limitation) linking in any way which frames the Website; replicates the Website or misleads any person regarding any association with the Website; or the User’s association with Crane Brothers or otherwise whether implicitly or expressly.

### 4. Crane Brothers’ Liability

- .1 The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Crane Brothers and Crane Brothers is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Crane Brothers is not responsible for webcasting or any other form of transmission of data received from a Linked Site.
- .2 The Website may contain a message/feedback board (“Boards”). Crane Brothers has no obligation to monitor the any submissions made on the Boards. However, Crane Brothers reserves the right to review materials posted to a Board or made in a submission and to remove any materials in its sole discretion. Crane Brothers reserves the right to terminate the User’s access to any or all of the Boards at any time without notice for any reason whatsoever.
- .3 Crane Brothers does not control or endorse the content, messages or information found in any submission by a User and, therefore, Crane Brothers specifically disclaims any liability with regard to the Boards and/or submissions or Users and any actions resulting from the User’s participation in any Board or submission. The views expressed through the Boards or submissions do not necessarily reflect those of Crane Brothers.
- .4 Crane Brothers does not warrant, guarantee or make any representations regarding the security of the Website, or that the Website is free from destructive materials, including but not limited to computer viruses, hackers, spyware, adware or other technical sabotage, nor does Crane Brothers warrant, guarantee or make any representations that the Website will be fully accessible at all times, uninterrupted or error free.
- .5 Crane Brothers and its information contributors and associated service providers do not give any warranty whatsoever, including without limitation, as to the availability, accuracy, completeness, currency or reliability of the information or services made available via the Website and expressly disclaim (to the maximum extent permitted in law) all liability for any damage or loss resulting from the User’s use of, or reliance on the Website or the information provided via the Website. The Website services and information are provided on an “as is” basis.

.6 Crane Brothers shall not be liable in contract, tort (including negligence), or otherwise for any direct or indirect damage, economic loss, or consequential or other loss whatsoever in respect of or arising out of use of the Website, infringement of any intellectual property or any act or omission of Crane Brothers.

**5. Miscellaneous**

.1 If any provision of these website terms of use shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

.2 Crane Brothers may change these website terms of use at any time by changing or removing existing terms or adding new ones. Changes may take the form of a completely new these website terms of use. Crane Brothers will tell the User about any changes by posting an updated these website terms of use on the Website. Any change Crane Brothers makes applies from the date Crane Brothers posts it on the Website.

.3 Crane Brothers may immediately terminate a User's access to the Website without liability if it reasonably believes the User is in breach of these website terms of use or if Crane Brothers wishes to withdraw the Website or any part of it.

.4 These website terms of use and the User's use of the Website will be governed by and construed in accordance with the laws of New Zealand and the User submits to the non-exclusive jurisdiction of the New Zealand Courts.