



PADDLER PORTAL TERMS AND CONDITIONS

Part 1: Definitions

1. Definitions

1.1 In these Conditions, the following words or phrases have the following meanings:

- (a) **Child or Children** means any person under the age of 18.
- (b) **Conditions** means these terms and conditions of use.
- (c) **CRNZ** means Canoe Racing New Zealand Incorporated.
- (d) **Events** means events listed on this Portal.
- (e) **JustGo** means the JustGo group of companies which include JustGo Technologies Limited (UK) and JustGo Group Limited (UK).
- (f) **Media** means photographs, videos, or audio recordings (in whatever form they may exist) taken of Users whilst participating in Paddling Activities.
- (g) **Paddling Activities** means those paddling activities which fall within the definition of the Sport and within the jurisdiction of CRNZ.
- (h) **Paddling Club** means an organisation which is admitted as a member of CRNZ in accordance with Rule 5 of the CRNZ constitution and **Nominated Paddling Club** shall be the Paddling Club nominated by a Club Member as being the Paddling Club of which they are a member or to which they wish to apply for membership.
- (i) **Paddling Event Organiser** means an organisation or committee of individuals who organise paddling events sanctioned by CRNZ or sanctioned by a member of CRNZ.
- (j) **Paddling Organisation** means CRNZ, a Paddling Club, Paddling Provider, Paddling School, or Paddling Event Organiser.
- (k) **Paddling Programmes** means programmes licensed by CRNZ.
- (l) **Paddling Provider** means any organisation which delivers Paddling Programmes which is not a Paddling Club or Paddling School.
- (m) **Paddling School** means any New Zealand educational establishment which delivers Paddling Programmes to its students or which participates at Events.

- (n) **Portal** means this online membership platform (including its user experience and source code), the use of which is subject to these Conditions.
- (o) **Portal Fee** means transaction fees charged for using the e-commerce facilities of the Portal as advertised on the Portal.
- (p) **Sport** means the sport of canoe racing.
- (q) **User** means a user of this Portal being either a Club Member or a person who participates in Paddling Activities.
- (r) **User Profile** means the personal information provided by a User which stored on the Portal.

Part 2: Portal Terms of Use

2. About the Portal

- 2.1 The Portal is owned and operated by JustGo and licensed to CRNZ for its use as a membership platform.
- 2.2 Whilst JustGo and CRNZ has made every effort to ensure that the Portal provides accurate information, the Portal is provided on an “as is” basis and the information provided is for general guidance only and does not constitute advice of any kind.
- 2.3 Neither JustGo nor CRNZ make any representations or warranties of any kind with respect to this Portal or its contents. Neither party make any representation or warranty about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in the Portal. The information contained in this Portal may contain technical inaccuracies, typographical errors or may be out of date. JustGo and CRNZ’s liability for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 2.4 Neither JustGo, CRNZ, nor any of their directors, shareholders, or employees shall be liable for loss or damage arising out of or in connection with the use of the Portal or reliance on its contents. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 2.5 Notwithstanding this, none of the exclusions and limitations in the clause are intended to limit any rights a User may have as a consumer under the Consumer Guarantees Act or other statutory rights which may not be excluded.

3. Access to Portal

- 3.1 Users agree not to use the Portal for any improper, injurious, offensive or unlawful purpose.
- 3.2 CRNZ may suspend or withdraw the access of a User to the Portal at any time in its sole discretion.

- 3.3 Neither JustGo nor CRNZ give any warranty that access to the Portal will be faultless, immediate, continuous, uninterrupted, or virus free. Users acknowledge that the Portal may be taken offline for maintenance at any time.

4. Intellectual Property and Media

- 4.1 JustGo and CRNZ are the proprietors of their trademarks and logos used on the Portal and Users may not use those trademarks without permission of the trademark owner.
- 4.2 JustGo and CRNZ are also the owners or licensees of the copyright in the Portal, its content and images, and no part of the Portal may be reproduced or may the Portal be reverse engineered without the express permission of the copyright holder.
- 4.3 Users consent to Media being taken of them and expressly waive any right the User may have in such Media.
- 4.4 Copyright in any Media shall belong to CRNZ and Paddling Organisations may use Media for promotional purposes without the User's further consent being necessary.
- 4.5 Users consent to Paddling Organisations using the User's name, image, likeness, and performance in Paddling Activities to promote Paddling Activities.

5. Users to comply with other terms and conditions

- 5.1 All Users agree to comply with any terms, conditions, rules, regulations, agreements, or policies implemented by the Paddling Provider or Paddling Event Organiser in relation to Paddling Programmes or Events purchased through this Portal.

6. Security

- 6.1 The Portal's e-commerce services are provided through a secure website using SSL (secure socket layer) encryption. However, Users acknowledge and agree that Internet transmissions are never entirely secure or private, and that any message or information Users send to or through the Portal (including credit card information) may be read or intercepted by others, even where a website is stated as being secure.
- 6.2 Neither CRNZ nor JustGo shall have any liability for the interception or 'hacking' of data through the Portal by unauthorised third parties.

7. Credit card payments

- 7.1 If a User not using their own credit/debit card to pay through this Portal, the User must ask the permission of the credit/debit card holder before entering the payment details. When a User makes a purchase through this Portal the User is confirming that he/she has obtained the express prior permission of the credit/debit card holder.
- 7.2 CRNZ accept no liability or responsibility for the refusal or reversal of payments which are matters between the User and their credit card provider.

- 7.3 Upon completing a transaction using the Portal, the User will be presented with a confirmation screen verifying the transaction details the User wishes to process. It is the User's responsibility to verify that all transaction information and other details are correct. The User should print the transaction confirmation for future reference. CRNZ shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of providing e-commerce Services or for loss of data or information caused by factors outside of CRNZ's control.

8. Refunds

- 8.1 Refunds of purchases made through the Portal are in the sole discretion of CRNZ.
- 8.2 Refunds made by CRNZ will be less any applicable Portal Fee.
- 8.3 Where a purchase has been made by a credit card, any refund will be credited to the credit card which was used to make the purchase.

9. Privacy and personal information

- 9.1 Users declare that any information, including personal information, submitted through the Portal is true and correct. This User declaration may not be amended. If amended CRNZ may terminate the User's access to the Portal and such amendment may give grounds for termination of a Club Member's membership in accordance with the rules of CRNZ or the Nominated Paddling Club.
- 9.2 Users agree that the personal information the User has provided through the Portal may be provided to one or more Paddling Organisations in accordance with the CRNZ Privacy Policy.
- 9.3 If User information required by the Portal is not provided, any membership application may be rejected and/or the User may not be provided with access to the Portal.
- 9.4 Users acknowledge that Paddling Organisations may also use their personal information for the purposes of providing Users with promotional material from Paddling Organisations' sponsors or third parties. Users may advise CRNZ if they do not wish to receive sponsor or third-party promotional material from Paddling Organisations.

10. New Zealand website

- 10.1 The Portal is targeted at New Zealand residents only. If you are not a resident of New Zealand, then do not use this Portal for information gathering purposes. A User listing their place of residence as part of your User Profile or membership application is representing to CRNZ that the User is a resident of New Zealand. This is a representation on which CRNZ shall rely prior to accepting any offer to purchase goods, services, or membership.
- 10.2 These Conditions are subject to New Zealand law, and the User irrevocably accept the jurisdiction of the New Zealand Courts.

11. Children

- 11.1 The Portal does not sell products to or offer services for Children. If a User is a Child, then the User may use this site only with the involvement of a parent or guardian.
- 11.2 Parents and guardians agree to be responsible for the User's behaviour and agree to accept, in their capacity as parent or guardian, these Conditions and any membership rules to which the User has agreed to comply.

12. Queries comments and complaints

- 12.1 If a User has any queries, comments or complaints about their membership or use of the Portal the User should contact the CRNZ administrator.

13. Variations

- 13.1 CRNZ reserves the right to change prices, events, information on the Portal without notice.
- 13.2 Any changes to these Conditions shall be published on the Portal. Continued use of the Portal shall constitute the User's acceptance of those changes.

Part 3: Participation in Paddling Activities

14. Health and Safety

- 14.1 Paddling Activities can be inherently dangerous and may include the following risks:
- (a) other participants acting dangerously or with a lack of skill;
 - (b) conditions that may be hazardous and that may vary without warning or predictability;
 - (c) organizers, officials, watercourse owners/operators and any agents or representatives of any of them, in charge of an event, being obliged to make decisions under pressure of time and/or events; and
 - (d) a lack of adequate facilities for treatment or transport if a user suffers injury.
- 14.2 Whilst all Paddling Organisations will take all reasonable and practicable steps to ensure Users' safety, all Users agree:
- (a) To assume the inherent risks associated with participating in Paddling Activities
 - (b) To take all reasonable and practicable steps to ensure their own safety including reporting any accident, near miss, or hazard as soon as possible;
 - (c) To familiarise themselves with any hazard warnings displayed at Events, or the premises of Paddling Organisations;
 - (d) To obey any instructions given by organisers, officials, watercourse owners / operators or any agents of them;

- (e) To comply with any rules or requirements applicable to Events or Paddling Programmes;
 - (f) To notify their Nominated Paddling Club, Paddling School, or Paddling Provider of any health condition or injury which may affect the User's participation in Paddling Activities;
 - (g) To use any safety equipment provided.
- 14.3 By applying to become a User, every User declares that they are medically able to participate in Paddling Activities in which they choose to participate. Any change to a User's medical capability must be notified to CRNZ immediately.
- 14.4 All Users consent to receiving any medical treatment that a Paddling Organisation reasonably considers necessary or desirable for the User during their participation in Paddling Activities if the User is unable to make a rational decision about their consent to any medical treatment that they may require.
- 14.5 In consideration of becoming a User, all Users:
- (a) Release all Paddling Organisations from any claims for personal injury or property damage (including claims for special damages) that the User may have or may have had but for this release, arising from or in connection with the User's membership of their Nominated Paddling Club or CRNZ and / or their participation in Paddling Activities.
 - (b) Shall indemnify the Paddling Organisations in respect of any claim by any person arising out of the User's negligence or breach of these Conditions or any rules to which they have agreed to comply.

15. User Protection

- 15.1 Users agree that they will seek to protect all other Users, and particularly Children, from all abuse (including grooming) and shall comply with any policy implemented by CRNZ or their Nominated Paddling Club for the protection of members and Children whether the User is a member of CRNZ or not.