



Sky Stadium Wi-Fi Policy

Terms of Use

1. **Service:** The Wellington Regional Stadium Trust Inc (“we” or “us”) will provide you with this Wi-Fi network service (“Service”) in accordance with these terms. By using the Service, you agree to comply with these terms. If you do not agree to these terms, our Wi-Fi Service Fair Use Policy (“Fair Use Policy” - please refer to page 5) or our Wi-Fi Service Privacy Policy (“Privacy Policy” – please refer to page 3), do not use the Service. You acknowledge that any breach of these terms may result in suspension, withdrawal or modification of the Service without further notice to you.
2. **Use:** You are responsible for all activities and content accessed using the Service through this connection by you or anyone else (whether or not authorised by you) and you agree to comply with our Fair Use Policy. Use of the Service is at your own risk.
3. **Privacy:** Your information is being collected, it will be stored and used in accordance with our Privacy Policy, and may be provided to our sponsors and other commercial partners.
4. **Service provided as is:** We do not make any promises as to the level or quality of the Service, and you acknowledge that the Service may experience faults or issues including interruption, downtime or low speeds.
5. **You acknowledge as follows:**
 - a. No security: like all internet use, data transferred using the Service may not be secure, and you must secure your device and your data against unauthorised access.
 - b. Network management: we may at any time, for any reason, apply network traffic engineering methods, such as rate shaping, that may reduce the speed of your connection or your ability to access certain content.
 - c. Monitoring: we may monitor your use of the Service.
 - d. We may send you emails relating to the operation of this Service.
6. **Consumer Guarantees Act does not apply to use of service in trade:** If you use the Services in trade, then to the greatest extent permitted by law, the guarantees implied by the Consumer Guarantees Act 1993 shall not apply and are hereby excluded.
7. **Other Consumer Guarantees Act rights maintained:** Except as lawfully excluded under clause 6 above, nothing in these Terms of Use, our Fair Use Policy or our privacy policy shall operate to limit or exclude the rights of a consumer under the Consumer Guarantees Act 1993. This exclusion is for the benefit of us, and also our contractors and business partners who supply parts of the Service or who assist us to provide the Service as if they were us.
8. **Other rights limited or excluded:** With the exception of statutory warranties or guarantees that cannot be excluded, to the greatest extent permitted by law:
 - a. All warranties or guarantees applied by law are excluded in relation to the Service, and the Service is supplied without any warranty or guarantee as to the availability or quality of the Service; and

- b. we have no liability for any claim by you or any party claiming through you for any loss caused by any defect in the Service, or by any actual or alleged failure by us to provide services with reasonable care and skill.
 - c. We will not be liable to you for any indirect or consequential losses of any kind.
 - d. This limitation and exclusion is for the benefit of us, and also our contractors and business partners who supply parts of the Service or who assist us to provide the Service, as if they were us.
9. Indemnity: you indemnify us against any loss, damage, liability, expense, cost or charge arising directly or indirectly from or incurred in connection with: a) your breach of this agreement or the Fair Use Policy; and b) your negligent act or omission.
10. Suspension: we may suspend your use of the Service if you breach these terms or our Fair Use Policy. We may cease to offer the Service at any time with no liability.
11. Changes to terms: We may change these terms of use from time to time without notice to you.