

COUNTRY TV ONLINE SERVICE

TERMS OF USE

1. Overview

- 1.1 Country TV Online is an IPTV live streaming and video on demand subscription service that provides its customers with access to a wide range of television programs and other audio-visual content ("**Content**") streamed over the internet to certain internet connected devices ("**Country TV Online Service**").
- 1.2 The Country TV Online Service is accessed via the website countrytv.co.nz ("**Country TV Website**").
- 1.3 The Country TV Online Service is provided by Country TV Limited ("**we**", "**us**" or "**our**").

2. Application of Terms

- 2.1 These Terms govern your use of the Country TV Online Service, including your use of the Country TV Website. By creating an account to access the Country TV Online Service ("**Account**") you agree to be bound by these Terms. These Terms incorporate and must be read in conjunction with our Privacy Policy (available below) and any additional terms that apply to free trial and other promotional offers (see clause 4.1).
- 2.2 If you do not agree to these Terms, you are not authorised to access and use the Country TV Online Service, and you must immediately stop doing so.
- 2.3 We may change these Terms at any time. We will notify you of any change prior to the date such change comes into effect via email sent to the email address you provided when creating your Account. By continuing to access the Country TV Online Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.

3. Eligibility and Access

- 3.1 To create an Account which will allow you to subscribe to the Country TV Online Service, you must:
 - (a) be at least 18 years of age;
 - (b) provide us with an email address;
 - (c) provide us with the details of a valid credit/debit card ("**Credit Card**"); and
 - (d) have a New Zealand residential address and provide us with your postcode.
- 3.2 To access the Country TV Online Service, you must:
 - (a) set up an Account;
 - (b) have a device that is connected to the internet in New Zealand;
 - (c) subject to the specific terms of any Promotional Offer (as defined in clause 5), pay the monthly Subscription Fee (as defined in clause 5) in accordance with clause 5.

- 3.3 You must provide true, current and complete information in your dealings with us (including when setting up an Account), and must promptly update that information as required so that the information remains true, current and complete.
- 3.4 The person who created the Country TV Online Service account and whose Credit Card is charged (the “**Account Owner**”) has access and control over the Country TV Online Service account. As the Account Owner, you must keep your user name and password secure and not disclose or provide it to any other person. You are responsible for the security of your user name and password. If you suspect that your Account details have been compromised, you must notify us immediately and must change your Account details as soon as practicable. We can terminate your Account or place your Account on hold in order to protect you, us or our partners from identity theft or other fraudulent activity.
- 3.5 To the maximum extent permitted by law, you indemnify us against all loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis, we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses your Account by using your user name or password.
- 3.6 To get the most from the Country TV Online Service, you will require a minimum effective internet line speed of 3.0Mbps for SD content and 5.0Mbps for HD content.

4. **Promotional Offers**

- 4.1 Your access to the Country TV Online Service may include a free trial period or other promotional discount or benefit relating to your Subscription (“**Promotional Offer**”). We reserve the right to offer, withdraw, change, cancel or determine your eligibility for any Promotional Offer in our absolute discretion. Promotional Offers may be subject to additional terms and conditions which shall apply in addition to, and prevail to the extent of any inconsistency with these Terms. We may charge for Promotional Offers based on the then current monthly Subscription Fee if we consider that the Promotional Offer is being abused.
- 4.2 Free trials are open to new subscribers only.
- 4.3 It is your responsibility to know:
- (a) when your free trial period ends; and
 - (b) the current Subscription Fee applicable for the Country TV Online Service.
- 4.4 We will commence billing you the monthly Subscription Fee in accordance with clause 5 of these Terms unless you cancel your Account before the end of the free trial period.
- 4.5 The Country TV Online Service is provided to you during any free trial period on an *as is* basis, and, despite any other provision in these Terms, all conditions, warranties and guarantees in relation to the Country TV Online Service are excluded by us to the fullest extent permitted by law.

5. **Subscription and Fees**

- 5.1 We offer one subscription type for the Country TV Online Service (“**Subscription**”). The monthly Subscription includes access to our online streaming and video on demand services

- 5.2 You must pay us a monthly Subscription fee (“**Subscription Fee**”) that will be charged one month in advance in accordance with this clause 5.
- 5.3 By creating your Account and providing us with the details of your Credit Card, you authorise us to charge your Credit Card the Subscription Fee at the then current monthly rate set out on the Country TV Website.
- 5.4 Your first subscription period starts when:
- (a) you create your Account, or if your Account commences with a free trial period, immediately after expiry of your free trial period; and
 - (b) we charge the first monthly Subscription Fee to your Credit Card,
- and continues to the end of the first full calendar month following the start date.
- 5.5 We do not currently charge for part periods which means that if you sign up part way through a month, the remainder of the current month is complimentary.
- 5.6 After the first subscription period, subscriptions run on a calendar month basis. On or after the 25th day of each month, but before the last day of the month, we will automatically renew your monthly subscription for the following calendar month and charge your Credit Card the monthly Subscription Fee unless and until you cancel your Subscription.
- 5.7 Unless expressly stated otherwise, all Subscription Fees are GST inclusive. To ensure your Credit Card is not being used fraudulently, we may validate your Credit Card with an authorisation transaction of NZD\$1. This will result in the funds available on your Credit Card account being reduced by this amount. These funds are held by your card issuer. It may take some days for the validation amount to be re-adjusted on your Credit Card account.
- 5.8 You must ensure that the details of your Credit Card remain accurate and up to date. You can change your Credit Card details by visiting <https://countrytv.myoasis.co>
- 5.9 We may increase the monthly Subscription Fees at any time by giving you at least one calendar months' notice except where such increase is required by law or any regulatory authority (in which case we will try to give you reasonable notice). Fee increases take effect from the start of the monthly subscription period after the expiry of the notice period. If you do not wish to pay the increased Fees, you may cancel your Account in accordance with clause 8 of these Terms, provided you do so before the effective date of the Subscription Fee increase. If you do not cancel your Account in accordance with this clause, you are deemed to have accepted the Subscription Fee increase.
- 5.10 If we are unable to collect the monthly Subscription Fee from your Credit Card for any reason, including, without limitation, expiration or insufficient funds, you remain responsible for any uncollected amounts and we may suspend or cancel your access to the Country TV Online Service without giving you notice.
- 5.11 If we are able to collect the monthly Subscription Fee from your Credit Card during a period of suspension under clause 5.10 (including without limitation where you provide us with new or updated details of your Credit Card) we will reinstate your access to the Country TV Online Service and your new monthly subscription period will commence on the date we successfully charge your Credit Card.

5.12 Information and communications from us relating to your Subscription and Account (e.g. payment authorisations, invoices, changes in password or payment method, confirmation messages, notices) will be sent to you in electronic form only, for example, via emails to your email address provided during registration.

6. Usage and Your Account

6.1 The Country TV Online Service and any Content that you view or access via the Country TV Online Service are for your personal and non-commercial use only. We grant you a limited, non-exclusive, personal and non-transferable license to access the Country TV Online Service and view available Content through the Country TV Online Subscription video on demand service on a streaming basis.

6.2 Except as expressly authorised under the terms of this Agreement or with our express written consent, you must not download, modify, copy, distribute, transmit, re-transmit, reproduce, display, perform, publish, license, decompile, reverse engineer, create derivative works from or offer for sale or use (except as expressly authorised under the terms of this Agreement) any Content, or any works, subject matter, data, information or other material contained on, comprising, or obtained from or through the Country TV Online Service or Country TV Website.

6.3 You must only use the Country TV Online Service (and view and access Content on the Country TV Online Service) in accordance with our reasonable instructions and all applicable laws, rules, regulations and other applicable restrictions.

6.4 Except for the limited licence granted under clause 6.1 above, all rights in the Content are reserved by us or the licensors of our Content.

6.5 You must not attempt to circumvent, remove or alter the digital rights management and anti-piracy measures employed by the Country TV Online Service.

6.6 You can view and change your Account details, including information about billing and payment by visiting <https://countrytv.myoasis.co>

6.7 You are responsible for all access, data and other costs associated with your internet and mobile usage in accessing and using the Country TV Online Service. Please contact your internet service provider or mobile telecommunications provider for details of your account access fees, data charges and other costs.

6.8 The quality of the display of Content, and the time it may take to commence or resume watching Content, may vary from time to time based on factors including (but not only) your location, internet speed or bandwidth. Not all Content is available in HD. We make no warranties or representations about the quality of your viewing experience or the time it may take to commence or resume viewing, nor that your viewing experience will be seamless or uninterrupted.

6.9 You may stream Content through the Country TV Online Service in New Zealand only (and where internet or mobile data access to the required standard is available). We will use technology to verify your geographic location and prevent streaming outside New Zealand.

- 6.10 The Content on the Country TV Online Service will change from time to time without notice to you. We make no warranty or representation in relation to Content availability and no refunds will be given in relation to Content unavailability.
- 6.11 As a web based service, we may undertake maintenance or upgrades to the Country TV Website from time to time, and there may be unplanned outages to the Country TV Website. Such maintenance, upgrades or outages may affect your ability to access the Country TV Online Service. We will use all reasonable endeavours to limit such incidents.
- 6.12 You must not remove any proprietary notice of us or any of our licensor from the Content, or the Country TV Website.
- 6.13 The Country TV Online Service contains software that may track and capture information about your activity (including information about your viewing habits, information about devices registered to your Account, including unique device numbers, internet protocol addresses, your operating system and other information derived from the hardware configuration of such devices) and will send this information to us. We use this information for purposes including identifying the devices registered to your Account, to confirm your right to use the Country TV Online Service and to otherwise enhance and improve the Country TV Online Service. By using the Country TV Online Service, you consent to the transmission of this information.

7. **Classification**

- 7.1 We will provide classification information within the programme description available on the Country TV Website and on the Country TV Online Service. You accept full responsibility for reviewing all classification information supplied for each piece of Content for the purpose of informing, and where appropriate safeguarding, other viewers of the Content, including children.

8. **Suspension & Cancellation**

- 8.1 You may cancel your Subscription at any time by visiting <https://countrytv.myoasis.co> and clicking the link to remove your credit card details. To cancel with effect from the end of the current monthly subscription period, you must remove your credit card details before the 25th day of the month. If you remove your credit card details on or after the 25th day of the month and your Subscription has already renewed, cancellation will be effective from the end of the following month. If your Subscription commenced with a free trial and you cancel your Subscription during the free trial period, cancellation is effective immediately and your access to the Country TV Online Service will be disconnected immediately. If your Subscription did not commence with a free trial or you cancel your Subscription at any time after the end of your free trial, cancellation is effective at the end of the current monthly subscription period and your access to the Country TV Online Service will be disconnected with effect from the end of the current subscription month providing you remove your credit card details before the 25th day of the month prior to renewal of your Subscription. You will not receive a refund of any fees or other amounts already paid to us when you cancel, except in the circumstances described in clause 8.2 below.
- 8.2 We may cancel your Account or Subscription at any time. Except as set out in clause 8.3 below, if we cancel your Account or Subscription, you will be able to access the Country TV Online Service for the remainder of the current monthly subscription period unless we cancel

your Account during the free trial period (if any), in which case, we will cancel your Account and your access to the Country TV Online Service immediately.

8.3 We may immediately suspend, restrict or cancel your Account or access to the Country TV Online Service:

- (a) where reasonably necessary for security, technical, copyright, anti-piracy or operational reasons;
- (b) if you use the Content or the Country TV Online Service other than for private, non-commercial use, or in a way that is inconsistent with these Terms or the requirements of our content partners or licensors;
- (c) if you breach any of these Terms; or
- (d) if we have reasonable grounds to suspect that your Account details are incorrect, there has been unauthorised access to your Account, or that you have committed or may be committing any illegal or fraudulent activity in connection with your Account.

9. **Intellectual Property**

9.1 All content on or available through the Country TV Online Service (including the Content, and all other works, subject matter and other material comprising or available on the Country TV Website) is our property or, as applicable, the property of our content partners or licensors. That property is protected by, and your use of the Country TV Online Service is subject to, all relevant intellectual property laws.

9.2 We take the infringement of copyright and other intellectual property rights very seriously. We reserve the right to take all steps necessary to prevent the unauthorised copying, distribution, reproduction, transmission, communication or exploitation of the Content.

9.3 Country TV Online is a registered trademark of Country TV Limited. Country TV Online's graphics and logos are trademarks of Country TV Limited. Country TV Online's trademarks may not be used in conjunction with any product or service other than the Country TV Online Service. All other trademarks that appear on the Country TV Website that are not owned by Country TV Limited are the property of their respective owners.

10. **Liability**

10.1 To the maximum extent permitted by law (but subject to clause 10.2):

- (a) the Country TV Online Service and all Content and any other features or functions associated with the Country TV Online Service, are provided "as is" and "as available" with all faults and without warranty;
- (b) we do not make any promises or assurances to you about the Country TV Online Service, or the Content, including without limitation that your use of the Country TV Online Service will be uninterrupted or error-free;
- (c) we make no representations or warranties in relation to the accuracy or completeness of the information, advice or other content available on or via the Country TV Online Service, the Country TV Website and we do not accept any liability in relation to your reliance on such information, advice or other content;

- (d) all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the Country TV Online Service or otherwise in connection with this Agreement are expressly excluded; and
- (e) we will not be liable for any loss or damage (including indirect or consequential loss or damage, loss of profit, loss of revenue, loss of data or loss of opportunity) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use by you of the Country TV Online Service (including the Country TV Website).

10.2 Nothing in these Terms excludes, restricts or modifies any rights that you have under existing laws or regulations and codes, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. The Country TV Online Service comes with statutory guarantees under consumer protection laws that cannot be excluded.

10.3 To the maximum extent permitted by law, you indemnify us and our shareholders, directors, officers, employees, suppliers, content partners and licensors (each an "**indemnified party**") from and against any loss, damage, liability, costs, expenses or other liability the indemnified party suffers or incurs arising out of or in connection with any claim or demand against us by you or any person other than you, which arises from or is connected with:

- (a) our supply, suspension, restriction or cancellation of the Country TV Online Service, your Account or Subscription; or
- (b) your use of the Country TV Online Service, including in connection with any content, information or other material posted on the Country TV Website from your Account, or any other information you provide to us, unless the loss, damage, liability, cost, expense or other liability is caused by the relevant indemnified party's willful default, negligence or breach of this Agreement.

11. **Privacy**

11.1 We collect, store, use and disclose personal information in accordance with our Privacy Policy, located below. By creating an Account, you consent to us collecting, storing, using and disclosing your personal information in accordance with our Privacy Policy.

12. **General**

12.1 We may transfer any or all of our rights and/or obligations under these Terms to any person, firm or company provided such transfer does not detrimentally affect your rights under these Terms.

12.2 You must not transfer any or all of your rights and/or obligations under these Terms to any other person.

12.3 For us to waive a right under these Terms, the waiver must be in writing.

12.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses continue in force.

12.5 These Terms, and any dispute relating to these Terms or the Country TV Online Service, is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

- 12.6 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 12.7 These Terms set out everything agreed by the parties relating to your use of the Country TV Online Service and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

PRIVACY POLICY

INTRODUCTION

Country TV Limited (**we, us, our**) complies with the New Zealand Privacy Act 1993 (the **Act**) when dealing with personal information. Personal information is information about an identifiable individual (a natural person).

This policy sets out how we will collect, use, disclose and protect your personal information.

This policy does not limit or exclude any of your rights under the Act. If you wish to seek further information on the Act, see www.privacy.org.nz

CHANGES TO THIS POLICY

We may change this policy by uploading a revised policy onto the website. The change will apply from the date that we upload the revised policy.

This policy was last updated on 1 June 2018.

WHO DO WE COLLECT YOUR PERSONAL INFORMATION FROM

We collect personal information about you from:

- you, when you provide that personal information to us, including via the website and any related service, through any registration or subscription process, through any contact with us (e.g. telephone call or email), or when you buy or use our services and products
- third parties where you have authorised this or the information is publicly available.

If possible, we will collect personal information from you directly.

You may be asked to provide billing information in relation to the website and any related service, including your billing address and credit card information. We use Payment Express Limited to process credit card transactions. We do not have access to your credit card information. You can view Payment Express Limited' privacy policy at: <https://www.paymentexpress.co.nz/privacy-policy.html>

HOW WE USE YOUR PERSONAL INFORMATION

We will use your personal information:

- to verify your identity
- to assess your application for services
- to provide services and products to you
- to provide you with access to our service
- to market our services and products to you, including contacting you electronically (e.g. by text or email for this purpose)
- to provide you with news, information or advice about our existing and new products and services
- to improve the services and products that we provide to you
- to manage, operate and enhance our products and services
- to personalise and customise your experience
- to conduct competitions or promotions on our behalf and on behalf of selected third parties
- to conduct business processing functions for operation of our website, our service or our business
- for our administrative, marketing (including direct marketing), promotional, planning, product/service development, quality control and research purposes, or those of our contractors, partners or external service providers
- for displaying content and advertising that are customised to your interests, preferences and experiences
- to respond to communications from you, including a complaint
- to conduct research and statistical analysis (on an anonymised basis)
- to protect and/or enforce our legal rights and interests, including defending any claim
- for any other purpose authorised by you or the Act.

DISCLOSING YOUR PERSONAL INFORMATION

We may disclose your personal information to:

- another company in our group
- any business that supports our services and products, including without limitation any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products, mailing houses, couriers, payment and other transaction processors, photographic analysers, promotions agencies, customer support providers, statistical analysis providers, data entry service providers, electronic network administrators, debt collectors, and professional advisers such as accountants, solicitors, business advisors and consultants
- our existing or potential agents, business partners or joint venture entities or partners (including for clarity as part of a corporate transaction such as a merger or sale of shares or assets)
- our sponsors or promoters of any competition that we conduct or promote via our services
- other third parties (for anonymised statistical information)
- any other person authorised by you
- the police, any relevant authority or enforcement body, or your Internet Service Provider or network administrator, for example, if we have reason to suspect that you have committed a breach of any of our terms and conditions, or have otherwise been engaged in any unlawful activity, and we reasonably believe that disclosure is necessary

- as required or permitted by any law (including the Act).

DISCLOSURE OF PERSONAL INFORMATION OUTSIDE NEW ZEALAND

We may disclose personal information to our external service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.

We may disclose your personal information to entities located outside of New Zealand, including the following:

- our data hosting and cloud-based IT service providers
- other external technology partners and service providers.

PROTECTING YOUR PERSONAL INFORMATION

We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse. Unfortunately, no measures can be guaranteed to provide 100% security. Accordingly, we cannot guarantee the security of your information.

You can play an important role in keeping your personal information secure by maintaining the confidentiality of any password and accounts used in relation to our products and services. Please do not disclose your password to third parties. Please notify us immediately if there is any unauthorised use of your account or any other breach of security.

ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION

Subject to certain grounds for refusal set out in the Act, you have the right to access your readily retrievable personal information that we hold and to request a correction to your personal information. Before you exercise this right, we will need evidence to confirm that you are the individual to whom the personal information relates.

In respect of a request for correction, if we think the correction is reasonable and we are reasonably able to change the personal information, 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.

If you want to exercise either of the above rights, email us at onlinehelp@countrytv.co.nz. Your email should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting).

We may charge you our reasonable costs of providing to you copies of your personal information or correcting that information.

We request that you keep your information as current as possible so that we may continue to improve our service to you.

INTERNET USE

While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk.

LINKS

If you follow a link on our website to another site, the owner of that site will have its own privacy policy relating to your personal information. We make no representations or warranties in relation to the privacy practices of any third party website and we are not responsible for the privacy policies or

the content of any third party website. We suggest you review that site's privacy policy before you provide personal information.

OTHER WEBSITES, PLATFORMS, AND APPLICATIONS

The Country TV Online service may be provided through and/or utilise features (such as voice controls) operated by third party platforms, or contain links to sites operated by third parties whose policies regarding the handling of information may differ from ours. For example, you may be able to access the Country TV Online service through platforms such as gaming systems, smart TVs, mobile devices, set top boxes and a number of other Internet connected devices. These websites and platforms have separate and independent privacy or data policies, privacy statements, notices and terms of use, which we recommend you read carefully. In addition, you may encounter third party applications that interact with the Country TV Online service.

COOKIES

We use cookies (an alphanumeric identifier that we transfer to your computer's hard drive so that we can recognise your browser) to monitor your use of the website.

You can control and/or delete cookies as you wish. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit our website and attempt use our services, you may not be able to access certain parts of our website or services, and some functionalities may not work. You can find out more information about how to change your browser cookie settings at <http://www.aboutcookies.org.uk>