

# Rosie's Calf Club: Terms and Conditions

Thank you in advance for your interest in Rosie's Calf Club. We want to make sure that you have a great time playing the game and that your calf is well looked after. In order to qualify to play Rosie's Calf Club, you must accept the following terms and conditions. If you don't understand these terms, you should review them with your parent, guardian or teacher. Parents, teachers or guardians who give permission for their kids to adopt a calf also need to adhere to these terms.

## About Rosie's Calf Club.

Rosie's Calf Club has been created by DairyNZ and is part of Rosie's World ([rosiesworld.co.nz](http://rosiesworld.co.nz)). The purpose is to help children learn about dairy farming.

## Follow the rules!

These terms and conditions (let's call them "Terms" for short) apply to all and any use of Rosie's Calf Club and any postings, emails or other communications made to or using Rosie's World or any services run by DairyNZ ("Submissions"). If you use Rosie's Calf Club, or let your kids use it, you agree to be bound by these Terms. Parents, guardians or teachers you agree that your kids will follow the Terms too.

## Who Owns Rosie's Calf Club?

DairyNZ owns all materials that appear on this website ("Content"), including any trademarks, trade names, slogans, logos, designs, graphics, pictures, images, text, content, images or other materials, including all copyright, trademark, patent, moral rights and other intellectual property rights thereto. All such rights of DairyNZ are hereby asserted and reserved. When you adopt a calf, you understand and agree that the materials are created from content provided to you by DairyNZ and that DairyNZ continues to own that material.

## Using Rosie's Calf Club.

DairyNZ does not promise that you will always be able to access your account, your calf, or other information on the site. When you use Rosie's Calf Club, you must follow the rules, including in your Submissions. You may not make any unauthorized use of the Content, including using Content in a way that is likely to cause confusion among consumers, using Content in a commercial manner, or otherwise infringing on DairyNZ's rights.

## What are the "Rules"?

DairyNZ reserves the right (at its absolute discretion) to edit or delete any Submissions to this website or temporarily or permanently suspend any user's access to and use of this website at any time.

No Submissions you make to this website can be vulgar, abusive, offensive, defamatory, objectionable or otherwise unlawful.

## Going offsite... be careful out there!

From time to time, we may provide links to third party websites. Those links are provided as a service to our users. We do not sponsor or endorse those third parties, nor do we control their activities. DairyNZ is not responsible or liable for any third party websites that may be linked to this website.

## Personal Information.

From time to time DairyNZ may ask for or you may choose to submit personal information on [rosiesworld.co.nz](http://rosiesworld.co.nz). Information you submit will be used as described in our Privacy Policy.

## What is our Privacy Policy?

We will never share any personal information that you provide with any third parties unless those third parties:

- (1) are engaged by us to maintain the technical functioning of our website or web service, or to fulfill a request made by a user;
- (2) are restricted in their access and use of personal information only to the extent necessary to maintain the technical functioning of the website or web service, or to fulfill a request made by a user; and have promised to keep the personal information that they access confidential.

## What information are we collecting?

In almost all activities, the information we collect is non-identifiable (such as first name only and age). However, we will sometimes ask for information such as the user's name and age, or teacher's email address so that they may play games or join clubs etc. We must have your consent in order to use the email address and other personal information in the way we mention above.

We only ask for information that is necessary to enable each website visitor to use the site satisfactorily.

### How safe and secure is this?

We treat the security of personal information as a matter of great importance. However, due to the nature of the internet it is not possible to guarantee absolute security for the personal information that we collect and use. We have in place technical and physical measures that provide an appropriate level of security for the nature of the personal information that we process via this website.

We want to make this site a place where families can play and learn together and where teachers are happy to have their students interact, learn and play. We are committed to protecting the safety and wellbeing of students and we continually work to ensure that our data collection practices conform to all applicable laws.

### Warranty.

DairyNZ provides and maintains Rosie's Calf Club for personal entertainment and educational purposes, on an "as is" and "as available" basis. DairyNZ gives no warranty in connection with Rosie's Calf Club, including that Rosie's Calf Club will work for a particular purpose. DairyNZ does not promise that the site will always be available, or that it will work perfectly.

### Liability.

To the maximum extent permitted by law, DairyNZ excludes liability for any loss or damage of any kind arising out of your use of Rosie's Calf Club, or any information, materials or other items you obtained from us, including without limitation any direct, indirect, punitive or consequential damages whether or not such arises out of any problem you notify to DairyNZ. You agree to indemnify and hold harmless DairyNZ against all liability it may have in respect of and arising out of your use of Rosie's Calf Club and your Submissions.

DairyNZ shall have no liability to pay any money by way of compensation.

### Termination.

DairyNZ shall be entitled to terminate this Agreement and immediately remove, cancel or suspend access to and use of Rosie's Calf Club for any reason including if you break these Rules or these Terms.

Questions? All questions, comments or enquiries should be directed:

- by email to: [rosie@rosiesworld.co.nz](mailto:rosie@rosiesworld.co.nz) or
- by post to: Rosie the Cowbassador  
Rosie's World  
DairyNZ  
Private Bag 3221  
Hamilton 3240  
New Zealand

### Unsolicited Information.

Any non-confidential and non-proprietary information which you may send to us will be considered as owned by DairyNZ.

### Linking to Rosie's Calf Club.

Anyone linking to Rosie's Calf Club must not imply or suggest affiliations to Rosie's Calf Club or DairyNZ that do not exist and the link may not refer to or portray Rosie's Calf Club or DairyNZ in a false, misleading, derogatory or otherwise offensive manner.

### Miscellaneous.

DairyNZ acts as principal on its own account and not as agent for you or any other person. If DairyNZ does not enforce any provision of this agreement such will not be considered a waiver of any provision or right. In the event that any part of these Terms is held to be unenforceable, such part will at DairyNZ's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect. Use of [rosiesworld.co.nz](http://rosiesworld.co.nz) and these Terms are subject to the laws of New Zealand, which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licenses and conditions of use and shall be construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

### Check Back for Updates.

DairyNZ may make alterations to these Terms from time to time. These changes shall become effective immediately upon posting them on this site.