

Web3NZ Community Partnership Terms and Conditions

Welcome to Web3NZ! Thanks for your interest in becoming a Web3NZ Community Partner. Before we start partnering together, we need you to look through and accept these terms. You can find the definitions used in these terms and conditions below.

If you are interested in becoming a Strategic (paid) Partner, please contact us hello@web3nz.xyz for more information.

By agreeing to become a Web3NZ Community Partner, you agree to the following terms and conditions:

Benefits and obligations of becoming a Community Partner

As a Community Partner you will receive:

- Recognition on Web3NZ's landing page.
- In person event branding via the partners banner graphic.
- A small amount of marketing promotion (quarterly email newsletters and social channels).
- Opportunities to contribute content or talent to webinars and workshops.
- The option to promote and refer to your involvement with Web3NZ in your own marketing initiatives.

In exchange, you will provide the following:

- High resolution logo and hyperlink to website for associated branding.
- Marketing support where appropriate, including through their own digital channels, to help promote Web3NZ Community events.
- Communicate any ideas, opportunities for promotion, content contributions or concerns Partner may have.
- In-kind support such as use of premises (and associated event costs) when hosting the Web3NZ community.
- A dedicated key contact for all Web3NZ content/ activity

Both Callaghan Innovation and the Community Partner, agree to:

- provide Web3NZ to a high standard so as to generate positive interest in, and exposure of, the activities of Web3NZ;
- maintain good public relations for Web3NZ;
- provide a partnership environment which enables both parties to leverage their investment where appropriate;
- not do anything that would devalue the value of the Web3NZ partnership.
- not do, or cause anything to be done which is inconsistent with or detrimental to the good standing, reputation or brand positioning of the other party or its business.

Confidentiality

Unless prior written consent has been obtained, the party in possession of Confidential Information (**Recipient**) belonging to and/or disclosed by, the other party (**Discloser**) will:

- keep that Confidential Information in the Recipient's possession and treat it as confidential;
- not use that Confidential Information for any purpose other than as required or permitted in terms of these terms and conditions; and
- only disclose that Confidential Information on a need to know basis, and shall ensure that those persons are bound by the same obligations of confidence as the Recipient and the Recipient shall be liable to the Discloser for any breach by those persons of these confidentiality obligations.

The restrictions in this section do not apply where disclosure of Confidential Information is required by law or to a government agency or government authority.

Subject to retention of one copy of archival purposes, the Recipient shall, upon written demand by and at the option of, the Discloser promptly:

- return the Confidential Information belonging to the Discloser which is reasonably capable of being returned; and/or
- destroy the Confidential Information, (including copies or reproductions of the same) which is in the possession or control of the Recipient.

Callaghan Innovation and you acknowledge that any breach of these confidentiality obligations may result in damages for which monetary compensation would not be an adequate remedy and that the affected party is entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity.

Intellectual Property Rights

- Background IPR owned by a party will remain with that party. Except to the extent necessary for you to provide the Web3NZ Partnership, you grant no rights in your Background IPR to us.
- Each party grants to the other party a non-exclusive, non-transferable right to use the other party's trademarks on advertising and promotional material for the purpose of the Web3NZ partnership only.
- Any new Intellectual Property Rights arising from, or relating to, Web3NZ will belong to Callaghan Innovation or its nominee.

Privacy

These terms and conditions incorporate our [Privacy Policy](#), which provides further detail on how we may use your information.

Marketing and Publicity

- Unless otherwise agreed between the parties, the party which produces marketing and publicity materials in relation to Web3NZ must pay for those marketing materials.
- Each of us may disclose our relationship with the other, so long as that relationship is not misrepresented. In particular you must not represent that we or the New Zealand Government endorse or approve you or your products or services.

- If either of us intends to make a public statement referring to the other that could reasonably be expected to draw significant attention to the other, we must consult with the other first to the extent we reasonably can under the circumstances.
- Either party may request the other to immediately cease publishing any material which, in that party's reasonable opinion, may adversely affect its business reputation or the promotion of its services.

Term and termination

- You can stop being a Community Partner, at any time, for any reason, by notifying us.
- We will remove you as a Community Partner if:
 - you breach these terms and conditions, and that breach is not capable of remedy by you; or
 - you are no longer trading, are insolvent, enter into liquidation or are otherwise unable to pay your debts when due; or
 - we consider that our continued partnership with you may damage Callaghan Innovation's reputation
- If the Web3NZ project is cancelled or ends, you will automatically be removed as a Community Partner.

Liability

- You agree that we have no liability to you (whether in contract, tort or otherwise) in relation to the Web3NZ services we provide to you, except to the extent that:
 - you suffer direct loss as a result of a breach by us of a written contract (including these terms and conditions); or
 - our liability is not able to be excluded by applicable law (in which case our liability shall be limited to the minimum amount allowed by that applicable law).
- In particular you agree that any Web3NZ services we provide are supplied and acquired for business purposes and we both agree that the Consumer Guarantees Act 1993 does not apply to them.

General

Amendments: We may need to change these terms and conditions from time to time. If we do make any changes, those changes become binding on both of us 14 days after we give you notice in writing of them, or public them on our website (whichever is earlier).

No partnership: The term "Partner" in these terms and conditions is used colloquially to reflect the shared good faith intentions of the parties and nothing in this agreement creates a partnership relationship within the terms of the Partnership Law Act 2019 or otherwise or any agency relationship of any kind and neither party has any authority to act on behalf of the other except as expressly provided in this agreement and neither party may hold themselves out as the legal partner or agent of the other without written consent. Nothing in these terms and conditions will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties.

Law: These terms and conditions will be governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

Notices: all notices given by one party to the other under these terms and conditions must be in writing. Notices from you must be sent to hello@web3nz.xyz. Notices from us will be sent to you using the contact details you have provided to us.

Definitions

References to 'you' or 'your' is to Community Partners, to 'we', 'our', or us is to Callaghan Innovation, and Callaghan Innovation includes reference to 'powered by' Callaghan Innovation units e.g. Web3NZ where applicable.

The following capitalised terms have the associated meanings when used in these terms and conditions:

Background IPR means any Intellectual Property Rights which are owned by, or proprietary to, a party at the date of these terms and conditions or developed or acquired by a party after the date of these terms and conditions but independent of the Web3NZ project.

Confidential information means information that:

- is by its nature confidential;
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
- is provided by either Party, or a third party 'in confidence';
- either Party knows or ought to know is confidential; or
- is of a sensitive nature or commercially sensitive to either Party.

Intellectual Property Rights include, without limitation, all rights in any patent, patent application, copyright, trade mark, design, know-how, trade secret, or Confidential Information, including all such rights or similar rights in any invention, device, material, data, drawing, sample, method, process, text, algorithm, software, get-up, or anything similar, whether or not registered or capable of registration.