



Market Metrics Data Collection Terms and Conditions

for Panel Members

These conditions govern all access concerning joining the Market Metrics Data Collection (Market Metrics) Panel.

Definitions

“site” means any part of the website which links to this page and any other website operated by or on behalf of us;

“use” includes access or use or attempted access or use of any part of the site and includes (without limitation) access to and use of site content, completion and submission of any online form available at or through the site, submission of any email to an email address identified at or through the site, or participation in any chatroom or similar facility available at or through the site;

“we”, “us” and “our” means Market Metrics and its related entities and their respective officers, employees, agents and contractors including (without limitation) site hosts, operators, developers and contributors of site content; and

“you” and “your” means any person who uses the site.

“Market Metrics Data Collection Panel” is a panel where members’ opinions and feedback on a wide variety of subjects are sought through market research surveys, telephone interviews, group sessions and face-to-face interviews.

Conditions of Registration

Registration with the Market Metrics Panel is open to residents of Australia aged 16 and above. If you are under 18, you must obtain your parent’s or legal guardian’s consent before registering as a member. Your parent or legal guardian must guarantee the performance of any obligations you may have under these Terms and Conditions when registering as a member.

Only one account may be maintained per person. Multiple accounts may not use a single email address even if the accounts are for different people.

Market Metrics Panel reserve the right to cancel any accounts without notice.

The information you submit must be accurate.

You warrant that any information you submit to us and our clients including any personal details is and will be true, accurate and complete in all respects.

You agree that the information you submit to us may be stored (including storage by third-party service providers) and used and disseminated for any reasonable purposes associated with Market Research.

Confidentiality

Any information you receive concerning conducting market research by us or our clients is considered private and confidential and should not be discussed with anyone at any time.

Particularly, you must not use, post, or transmit any:

- information or material which damages our reputation or the reputation of any business, or which we consider as likely to damage our reputation or the reputation of any business;



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- material that violates or infringes the rights of any person, including but not limited to the rights of privacy, copyright, trademarks, patents, confidentiality and any other intellectual property, personal or proprietary rights.

If you are found to have committed any of the above acts your registered account will be closed, and you may be prosecuted for any damage, loss or expense directly or indirectly caused by your actions.

Rewards

Online Surveys

Market Metrics members are eligible to earn 'Points' based on the surveys they complete. Points may be redeemed for cash when your account reaches 50 points. Each point is equivalent to \$1. You will need to contact Market Metrics when your account reaches 50 points and request the redemption, this redemption will be paid to you via an eGift voucher emailed to the email address we have on file for you.

All accumulated points are forfeited when a member unsubscribes or is removed from the panel. We reserve the right to remove, replace or change the points required to redeem the eGift voucher without notice.

Paid Discussions

Market Metrics Panel members can be offered rewards by our clients to attend research sessions or participate in Online Surveys. These rewards can be paid in several ways e.g. eGift voucher, EFT payments into your nominated account, cash on the day, Eftpos gift card etc. You will be notified in advance of the type of reward on offer.

To be entitled to the reward offered to you the information you provide us must match the targeting criteria for the research taking place.

If a client defaults on its obligation to fulfil an offer, Market Metrics is not liable to fulfil the offer to you and is not liable for any loss or damage that results from the client not satisfying its reward offer.

If you wish to dispute a reward, you should contact us and describe the nature of the discrepancy. We will notify you of the results of any investigation and any determination made by us is final (without affecting any of your statutory rights).

Screening Questionnaires

It is a condition of your membership that you agree to receive market research surveys from Market Metrics via the Internet, SMS or email.

You will first receive an email notification from Market Metrics which will have a link to the screening questionnaire advising you of the survey with project details, dates, times and payment. You will not be paid or accrue credit or points in any way for completing screening questionnaires. Information that you supply in these screening questionnaires is used by us to determine if you meet our client's criteria for participation in their research project. Payments are only made to you if you agree to take part in the research project and all components of that project have been deemed, by Market Metrics, to be completed.

We reserve the right at our discretion to request verification of or verify on your behalf, any information provided by you.

Inappropriate use and content



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You must not email, post or submit any defamatory, offensive, illegal or inappropriate material or any material that infringes a third party's intellectual property rights or which contains a virus, worm, Trojan horse or other code that manifests contaminating or destructive properties. You must not attempt to modify or damage the site and must not use the site in connection with any mass distribution of email (spam) or denial of service attack. You must not impersonate any person or entity or enter a fictitious name or purport to be authorised to represent any entity if that entity has not authorised you to do so in connection with your interactions with Market Metrics and their clients. You must not cause or permit any other person to engage in any of these activities (e.g. by providing them with access to your computer or by providing password information to them).

We are not liable for defamatory, offensive, illegal or inappropriate content made available to you through Market Metrics and the risk of injury from such content rests entirely with you.

Third-party material

The site may include content or references supplied by users or other third parties ("third-party material"). We do not monitor, and we accept no liability for third-party material. Any opinions, advice, statements, services, offers or other information contained in third-party material is the responsibility of the respective author(s), distributor(s) or providers of that third-party material. We make no representation and give no endorsement of the accuracy, adequacy, currency, suitability, completeness, legality, reliability or usefulness of any third-party material or the identity, knowledge or qualifications of any provider of third-party material. Your access to and reliance on third-party material is entirely at your own risk.

References in third-party material to any specific products, process, or service by trade name, trademark, manufacturer, or otherwise, do not constitute or imply their sponsorship, endorsement or recommendation by us, and such references shall not be used for advertising or product endorsement purposes.

Links to third-party websites

Any links to third-party websites from the site are provided solely as a convenience to you. We make no representation as to the intellectual property rights of any material available on the linked third-party websites. We do not review and monitor any linked third-party websites and we are not responsible for the contents, accuracy, adequacy, currency, suitability, completeness, legality, reliability, or usefulness of any material on any third-party website and accept no responsibility for any broken or redirected links. The presence of such links should not be taken to imply any type of association, sponsorship, endorsement, monitoring, approval of, or responsibility for, the linked third-party website or its content. It is your responsibility to evaluate the content and usefulness of information obtained from other sites. Your access to and reliance on any third-party website is entirely at your own risk.

You acknowledge and agree that we may receive payments or other benefits in connection with links to third-party sites or the inclusion of third-party material on the site.

Links from other sites to the site

Other sites may only link to the site with our prior written permission. Any site that links to the site must link to the relevant home page and must not (a) replicate the site's content; (b) create a browser or border environment around the site's content; (c) imply any endorsement by us; (d) misrepresent its relationship with us; (e) present false information about our products and services; or (f) use our name or logos without our prior written permission.

Viruses

We cannot and do not guarantee or warrant that any files available for downloading through the site will be free of infection or viruses, worms, Trojan horses, or other code that manifests contaminating or



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destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for virus detection, data input and output accuracy and maintaining an appropriate means for reconstructing any lost data.

Copyright, trademarks & limited right to use materials

We or third parties own and retain the copyright, trademarks and other intellectual property rights in the materials found at the site including without limitation web pages, documents, text, designs, graphics, audio, and video. Unless otherwise expressly stipulated by us, you may only use the site for your personal use and may only print or make an electronic copy of information available on the site for that purpose. You must not sell or otherwise commercially exploit any information made available at the site. You must ensure that all copyright notices are retained in any material copied from the site. Subject to this limited right to use materials, you must not use, download, upload, copy, print, display, broadcast, perform, reproduce, publish, license, post, transmit or distribute any materials from the site in whole or in part without our prior written permission. If you breach any of these conditions, then (without limiting your other liabilities) your authorisation to use the site automatically terminates and you must immediately destroy any downloaded or printed materials.

By submitting any material to the site or us in connection with your use of the site, you thereby assign all intellectual property rights in that material to us. You must not submit material to the site if a third party has any intellectual property rights in that material.

Privacy

Privacy of your information is subject to our Privacy Statement which can be found at <https://www.marketmetrics.com.au/privacy/>.

Warranties

We do not attempt to exclude any conditions, warranties, rights or remedies which you may have pursuant to the Trade Practices Act 1974 or other legislation to the extent that those rights and remedies cannot be excluded by agreement ("non-excludable rights").

Subject to any non-excludable rights: (a) the site and its contents are provided on an "as is" basis; and (b) all express or implied conditions or warranties of any kind (including but not limited to any warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses, non-infringement of proprietary rights and the accuracy, adequacy, currency, suitability, completeness, legality, reliability or usefulness of any content or other part of the site) are excluded.

If you find any errors or omissions, please report them to us.

Liability arising from joining Market Metrics

Subject to any non-excludable rights: (a) you join Market Metrics entirely at your own risk; (b) you hereby release us from any claims you would otherwise have against us now or in future arising directly or indirectly from you joining Market Metrics; and (c) in no event will we be liable for any damages whatsoever (including, without limitation, direct, indirect, punitive, special, consequential damages, lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of the use of the site whether based on contract, tort, statute, common law, equity or any other legal theory and whether or not advised of the possibility of such damages. Without limitation, this exclusion of liability applies to any loss or damage caused by any deficiency in site performance and any error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of any material associated with the site or your attempted use of the site.



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Suppose you are entitled to make any claim against us because of non-excludable rights or on any other basis notwithstanding the provisions of these conditions. In that case, our liability to you for the aggregate of such claims (regardless of the basis on which you are entitled to claim from us) is limited to the provision of the information or services again or payment of the cost of providing the information or services again (at our election).

Termination

We reserve the right to terminate the membership and account of any Market Metrics member without prior notice and in Market Metrics' sole discretion. Circumstances in which a member shall be terminated include but are not limited to:

- breaches or violations of the Terms and Conditions or other incorporated agreements or guidelines;
- the existence of multiple accounts for the same member;
- lack of regular participation in the online surveys by a member;
- an invalid email address registered for an account;
- a member responds to emails or surveys that are intended for another person;
- false or fraudulent responses or other fraudulent activity;
- falsified or intentionally misleading personal profile data.

Termination for any reason will result in forfeiture of any accumulated points.

Exclusions

Members and their immediate family members are not permitted to be employed by Market Metrics or by any other Market Research company.

Dispute Resolution

Market Metrics reserves the right to uphold any decision concerning any dispute resolution.

Indemnity

You must indemnify us and keep us indemnified against all claims, liabilities, expenses (including legal fees on a solicitor-client basis) or losses that may be made against or sustained by any of us arising from your breach of these conditions or otherwise howsoever from or in connection with your use of the site.

Governing law

The site is administered by us from offices in Victoria, Australia. These conditions and your use within Market Metrics and any disputes between you and us shall be governed by and construed in accordance with the laws of Victoria, without giving effect to any principles of conflicts of law. Any legal proceedings arising out of or in connection with the use of the site must be commenced in the appropriate court in Victoria. You are solely responsible for ensuring that your use of Market Metrics is not prohibited and complies with your local laws.



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Severance

If any provision of these conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these conditions and shall not affect the validity and enforceability of any remaining provisions.

Changes to Market Metrics content and access rights

We may modify the content, nature, or accessibility of Market Metrics as and when we see fit. These conditions will continue to apply even if you cease to be permitted or able to use the Market Metrics content or sites.

Revision of these conditions

We may revise these conditions at any time by updating this web page. You are bound by such revisions and should therefore regularly revisit this page to review the then-current conditions by which you are bound. Your continued use of the site after a revision of these conditions evidences your acceptance of that revision.