Terms and Conditions

Welcome to the Your Source Terms and Conditions of Service. Please read the following carefully:

1. Acceptance of Terms and Conditions

The Your Source Web sites (referred to hereafter as 'Your Source') are owned and operated by Kantar Insights Australia Pty Ltd trading as Your Source ABN 84 106 925 866 (referred to hereafter as 'Your Source').

The Service is open for membership to individuals of age 16 years or over, or to minors of age 14 years or over with parental or guardian permission. The Service is open for membership to residents of Australia only. Membership of the Service is conditional upon acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on Your Source (referred to hereafter collectively as 'Terms and Conditions').

The submission of the online membership application constitutes the member's acceptance of the Terms and Conditions. Since the member is bound by these Terms and Conditions, the member should periodically refer to them here.

Your Source reserves the right to vary the specifications, rates, rewards, rules and conditions of any element of the Your Source Service and Network facilities at any time without notice. Your Source reserves the right to vary these Terms and Conditions by providing 30 days notice on this website.

2. Conditions of Membership

Your Source reserves the right to terminate the membership of individuals who violate the following conditions of membership:

- An individual may only apply for **one membership**.
- Each email address can only belong to **one** member.
- The member must provide a valid email address.
- A maximum limit of 6 memberships per postal address applies.
- The member must not send unsolicited email ('SPAM') to strangers to promote Your Source
- An individual must not join nor use this Service on behalf of another individual.
- The member must inform Your Source of any change in the member's personal details, including email address and street address. This can be done through emailing panel@yrsource.com
- Any other reason deemed inappropriate in the reasonable opinion of Your Source.

Your Source also reserves the right to terminate the membership of any individual without cause or reason.

Members of Your Source may receive up to 15 invitation emails per week, to participate in Your Source product evaluations and qualitative research. Your Source does not send its members marketing or advertising material.

A question from a member will be answered within 72 hours (weekdays). If this is not possible, an acknowledgement of receipt will be given including which will include an ultimate reaction time period.

All members eligible for participation in a study will have an equal chance to participate in the study. Invitation to participate will be based on the profile information you have supplied to Your Source.

3.CONFIDENTIALITY AGREEMENT

In taking part in any form of research with Your Source, I will not pass on any *information* about the test to any other person.

"Information" means any information regarding:

- The actual products or concepts being tested (including a physical or visual description, manufacture name or brand name)
- How you participated in the test
- Any questions that you were asked during a test; and
- Any discussion (verbal or non-verbal) you have been involved in during any testing.

Where the research involves taking product home for my household to test, I am registering agreement on behalf of all the household members. This means that all household members are bound to this agreement. I accept I am obligated to communicate the conditions of this agreement to those household members.

In accepting these Terms and Conditions I hereby declare I have further read, acknowledged and accept the terms of the Confidentiality Deed by following the link below.

Your Source Confidentiality Deed

4. Payments to Members

EFTPOS vouchers are used for payment. EFTPOS is a third party company that provides vouchers that can be used as a Bank EFTPOS card with a set value allocated to the card. Your Source is not responsible for any reward given once it is received by the user. All Your Source EFTPOS rewards cards must be activated within 3 months of receiving. An explanatory letter is provided with the EFTPOS reward card advising how long you have to activate the EFTPOS reward card, how to activate the EFTPOS reward card and how long you have to use the EFTPOS reward card once activated. This explanation can also be found at this link: http://members.yrsource.com/faq/

Your Source is not responsible to replace any lost or expired reward card provided.

7. Disclaimer of Warranty

The member acknowledges that it has not relied upon or been induced by any representation by Your Source and Your Source makes no warranty or representation as to:

- the results that may be obtained through membership of the service;
- the accuracy, reliability or otherwise of any information obtained through membership of the service;
- the financial or other rewards which may be obtained through membership of the service;
- the service or network being uninterrupted, timely or error free;
- the goods and/or services purchased or obtained through the service or network, except where expressly indicated.

8. Limitation of Liability

The member releases Your Source and its officers, employees, agents, subsidiaries and affiliates from any claim for loss, damage or liability, including special indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data, in respect of:

- membership of the service;
- the members use of or inability to use the Your Source Network;
- the quality of goods and/or services purchased by the member;
- any dispute with a supplier of goods and/or services.

9. Indemnification

The member indemnifies and keeps indemnified Your Source and its officers, employees, agents, subsidiaries and affiliates against all claims (including third party claims), demands, damages, costs (including legal costs), penalties or suits arising out of or consequential upon the members use of the service or the network.

10. Termination

These Terms and Conditions are effective until terminated by Your Source. Your Source may terminate these Terms and Conditions at any time without notice.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales and of the Commonwealth of Australia. The member submits to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

This statement should be read in conjunction with the Your Source Privacy Statement.

11. Privacy Statement

Your Source understands that you are concerned about your privacy. The Privacy Policy for Your Source is available for you to read at <u>Your Source Privacy Policy</u> or by contacting <u>panel@yrsource.com</u>. We can also provide contact information if you should happen to have a question or complaint related to privacy.