



"Terms of Website Use"

TERMS OF MEMBERSHIP/ WEBSITE USAGE

This website and the AMP CUSTOMER VOICE PANEL¹ is operated on behalf of AMP Services Limited (ABN 50 081 143 786) ("AMP") by Vision Critical Pty Limited (ABN 18 134 434 73). This site allows you to become a member of the AMP CUSTOMER VOICE RESEARCH PANEL². If you choose to become a member of the AMP CUSTOMER VOICE PANEL, you do so on the basis of these terms and conditions. If you are not willing to be bound by these terms and conditions you should not become a member of the AMP CUSTOMER VOICE RESEARCH PANEL.

1. Use of this Website and becoming a member of the AMP CUSTOMER VOICE RESEARCH PANEL

- a. Your use of this website indicates your agreement with these terms and conditions.
- b. We may change these terms and conditions at any time without notice to you, so you should re-visit them from time to time. Use of this website after any changes have been made constitutes your acceptance of the terms as amended.
- c. The AMP CUSTOMER VOICE RESEARCH PANEL will operate in accordance with the following processes:
 - i. Once you submit your answers to the joining questionnaire, you become a member of the AMP CUSTOMER VOICE RESEARCH PANEL.
 - ii. AMP may then from time to time send, by email, surveys for you to complete. Completion of these surveys may entitle you to be entered into a competition, the details of which will be made available at the time.
- d. You may not apply to become a member of the AMP CUSTOMER VOICE RESEARCH PANEL unless you are:
 - i. 18 years or over
 - ii. An Australian resident
 - iii. Not yourself, nor is any of your immediate family, an employee of or contractor to AMP, any of its related companies, nor any of their agencies or contractors.
- e. Nothing in these terms and conditions create a relationship of agent and principal or the relationship of employer and employee between you and AMP.

2. Obligations of AMP

- a. AMP has no obligation to send you surveys.
- b. AMP may from time to time contact you, by any of the contact methods disclosed in your AMP CUSTOMER VOICE RESEARCH PANEL joining questionnaire, to ask you some additional questions.
- c. AMP may verify the information which you have provided to it in becoming a member of the AMP CUSTOMER VOICE RESEARCH PANEL.

3. Obligations of the member

- a. You may not have more than one current registration as a member of the AMP CUSTOMER VOICE RESEARCH PANEL.
- b. All information which you provide as part of the process of becoming a member of the AMP CUSTOMER VOICE RESEARCH PANEL or as part of responding to a survey must be:
 - i. Honest and accurate
 - ii. Your own response
 - iii. Genuine e.g. you may not provide intentionally confusing or meaningless answers.
- c. You may not disrupt, and may not aid others in disrupting, the service of AMP or its related companies or any of their agents, including by sending emails to any of them which include a virus or other code or material embedded in it which will have a negative impact on the services or infrastructure of any of them.

4. Termination

- a. AMP may terminate your membership of the AMP CUSTOMER VOICE RESEARCH PANEL at any time and without notice to you for any reason, including in circumstances where you have breached the terms of your AMP CUSTOMER VOICE RESEARCH PANEL membership or associated website usage.
- b. You may terminate your membership of the AMP CUSTOMER VOICE RESEARCH PANEL at any time by unsubscribing from the AMP CUSTOMER VOICE RESEARCH PANEL. This can be done by unsubscribing to any email sent to you as part of the AMP CUSTOMER VOICE RESEARCH PANEL or at any time by email, telephone or in writing, to AMP CUSTOMER VOICE RESEARCH PANEL c/-Vision Critical whose contact details are found by clicking [here](#). The termination will take effect three business days after the receipt of your notice. You can also unsubscribe by logging in to the AMP CUSTOMER VOICE RESEARCH PANEL ([www. https://www.ampcustomervoice.com.au](https://www.ampcustomervoice.com.au)) and clicking on 'Update user info' where you will find the option to unsubscribe.
- c. You may request access to or correction of the personal information provided by you as a member of the AMP CUSTOMER VOICE RESEACH PANEL in accordance with the AMP Privacy Policy (see clause [6]).

5. Intellectual Property Rights

- a. All copyright and other intellectual property rights in the content and materials on this website and materials related to the AMP CUSTOMER VOICE RESEARCH PANEL are owned by AMP unless otherwise indicated. You may not copy, modify, alter, distribute, publish, sell or otherwise use any material on this website or which you receive from AMP in the course of being a member of the AMP CUSTOMER VOICE RESEARCH PANEL in whole or in part, unless you have obtained the prior written consent of AMP.
- b. You warrant that all information which you provide to AMP in response to any AMP CUSTOMER VOICE RESEARCH PANEL survey will be your own (your content) and that you own it and you have the right to use it without restriction and without incurring any obligation (including as to payment) to any other person.
- c. You acknowledge that AMP may use all intellectual property rights in your content throughout the world, in perpetuity, without restriction and free of charge including publication of that material in hard copy publications or in electronic media, using your content in advertising and promotional material for AMP and permitting others to do any of these.
- d. You consent to anything which AMP (or any person permitted to do so by AMP) may do in relation to your content which would otherwise be in breach of your moral rights. This includes that AMP may use your content without attributing you as the source of your content.
- e. AMP may edit your content in its discretion, provided it does not alter the meaning of your content.

6. Personal information

Any personal information collected about you in the course of your use of this website will be used and stored in compliance with the AMP Privacy Policy and the Privacy Act 1988. For the purposes of the AMP Privacy Policy, you and any members of the AMP CUSTOMER VOICE RESEARCH PANEL are customers. For more information about the AMP Privacy Policy, [click here](#). Despite anything in that Privacy Policy, however, the following will apply to information collected about you in the course of your use of this website:

- a. AMP may share your personal information with all persons who assist it in the operation of the AMP CUSTOMER VOICE RESEARCH PANEL from time to time but only for the purposes of the operation of the AMP CUSTOMER VOICE RESEARCH PANEL and related research and analysis and any of those persons may contact you through any of the contact details you have provided to AMP;
- b. Where possible, your survey responses will be analysed, stored and used in an aggregated and/or anonymous form;
- c. Any personal information you share as a member of the AMP CUSTOMER VOICE RESEARCH PANEL will be stored offshore in accordance with the Privacy Policy and the Privacy Act.

7. Confidentiality

You will treat as confidential the content of any surveys or research in which you participate as an AMP CUSTOMER VOICE RESEARCH PANEL member and any other communications between you and us in relation to the AMP CUSTOMER VOICE RESEARCH PANEL.

8. Liability

a. AMP will be under no liability to you in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of your membership of the AMP CUSTOMER VOICE RESEARCH PANEL (including AMP's use of information provided by you in the course of that membership) or your use of this website.

b. You indemnify AMP and its officers, employees and agents against any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of:

i. the publication by AMP or a person permitted by AMP of your content; or

ii. a breach by you of these terms and conditions.

c. For the avoidance of doubt and to the fullest extent permitted by law, Vision Critical excludes all liability for any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of your membership of the AMP CUSTOMER VOICE RESEARCH PANEL (including AMP's use of information provided by you in the course of that membership) or your use of this website.

9. Disclaimer of Warranty

This website and its content are provided "as is" and without any express or implied warranties of any kind, including warranties of title, merchantability or fitness for any particular purpose.

AMP Limited will use reasonable efforts to ensure the accuracy, correctness and reliability of the material on this website (other than third party material). However, AMP Limited does not warrant that this website will operate uninterrupted or error/virus free or that the information on this website is accurate or complete.

10. Governing law

These terms and conditions are governed by the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales