

WDYT Terms of Service

as at 1st July 2019

1. Agreement

- 1.1 These terms of service, along with all other terms, conditions, notices and disclaimers contained on the wdyt.com.au website, including related domains, or the WDYT mobile application (together, the **Site**) form the terms of service (**Terms**).
- 1.2 By using the Site or making an application to become a WDYT member (**Member**), you agree that these Terms apply as a legally binding agreement between you and Researchify Pty Ltd (ACN 633 139 072) trading as WDYT (**we, us**), including any amendments to these Terms that may be made by us in accordance with these Terms.

2. Membership

- 2.1 If we accept your application to become a Member:

- (a) you will be provided with an account on the Site (your **Account**);
- (b) from time to time you will be invited to participate in certain activities, including surveys, email promotions, competitions and other activities that may be determined by us (**Activities**) which may request you to provide certain information or content, such as your opinion, information about you or your experiences, or any other information or content (or any one or more of these, as applicable) on various subjects (**Feedback**); and
- (c) you will be rewarded for your participation in Activities or providing Feedback (as applicable) by earning WDYT reward points (**Points**) in accordance with these Terms.

- 2.2 By applying to become a Member, you represent and warrant to us that:

- (a) you are at least 18 years of age or you have your parent or legal guardian's consent to be a Member and participate in the Activities if you are under 18 years of age;
- (b) you are a permanent resident of Australia; and
- (c) all information supplied by you is and will be complete, true and accurate.

- 2.3 You understand and agree that:

- (a) you will maintain a valid, complete and accurate personal profile for your Account, including all required personal information and updating that profile with any changes to your personal information that may occur;
- (b) if you provide us with Feedback, your Feedback may be disclosed or published by us to third parties at our discretion;
- (c) you will only maintain one Account and shared email addresses will not be used for more than one Account, even if the Accounts are for different people;
- (d) you will not transfer or attempt to transfer Points to any other person or Member;
- (e) you will not email, post or submit any Feedback which contains or encourages defamatory, indecent, menacing, illegal, unsolicited or inappropriate acts, or otherwise brings us or the Site into disrepute;
- (f) you will receive notifications in relation to the Site or Activities, including in the form of emails, messages on the Site and push notifications (**Notifications**).
- (g) you will not publish, send to us or upload to the Site any material which contains any code or software which seeks to contaminate or destroy property of any part of the Site;

- (h) you will keep your Account username and password details secure and will not allow other people to access your Account. If you suspect a security breach has occurred or may occur, you will immediately notify us;
- (i) you will not use any automated means including scripts, spiders, robots, bots, crawlers or the like in connection with your use in any way of the Site;
- (j) we are not under any obligation to send you any Notifications, invite you to participate in any Activities, or to provide you with a set number of opportunities to earn Points;
- (k) we are not responsible to you or to any government authority for any taxes or loss of benefits you may incur or suffer as a result of you being issued with Points;
- (l) in order for you to accrue or maintain Points, you must accept cookies when using the Site and ensure that your firewall or filtering software settings on your computer or device will allow Points to be credited to you;
- (m) we have complete discretion to accept or refuse your application to become a Member and you will only become a Member after we accept your application;
- (n) you assign to us all data and intellectual property rights that arise in connection with your use of the Site and that may exist in your Feedback and warrant to us that no third party owns or has any rights in any of your Feedback; and
- (o) where you have moral rights, as defined in the *Copyright Act 1968* (Cth) or any equivalent rights under the same or similar laws, in your Feedback then you irrevocably waive those rights and consent to us using your Feedback in a way that may otherwise infringe those rights.

2.4 If you do not agree to be bound by these Terms, you must immediately terminate your Account and stop using the Site.

2.5 If you fail to adhere to any of these Terms, we reserve the right to immediately suspend or terminate your Account without further notice.

3. **Points**

3.1 The Notification for each Activity will describe the number of Points that you are eligible to earn by participating in that Activity (if applicable), as well as any other criteria relating to that Activity and the requested Feedback (**Additional Terms**).

3.2 You will NOT earn Points for your participation in any Activity if:

- (a) you do not complete all parts of the Activity;
- (b) you do not provide your Feedback in accordance with these Terms and the Additional Terms; or
- (c) your Feedback is in our view misleading, inaccurate, incomplete, inappropriate or defamatory,

(in any case, this will be **Invalid Feedback**).

3.3 Providing Invalid Feedback may also lead to termination of your position as Member and termination of your Account.

3.4 We will use our best endeavours to credit your account with the Points you earn as soon as possible after your participation in the relevant activity.

- 3.5 Your Points can be accumulated and redeemed for vouchers, prizes and other benefits (**Benefits**) in accordance with any additional terms that may be published on the Site from time to time.
- 3.6 You acknowledge and agree that:
- (a) we have complete discretion to make available, remove and change the Benefits and change the number of Points required to redeem any Benefit; and
 - (b) Points have no value outside the Site and cannot be transferred to any other person or Member; and
 - (c) The minimum Benefits redemption is AUD \$25; and
 - (d) The maximum Benefits redemption in any weekly period is AUD \$100; and
 - (e) if you unsubscribe from any of our communications, close your Account or your position as Member or your Account is terminated by us in accordance with these Terms, you will forfeit all of your accumulated Points.
- 3.7 If you wish to dispute any aspect of the Site, an Activity, or any decision regarding your Invalid Feedback, you should contact us via email at support@wdyt.com.au and provide all details regarding the discrepancy (**Review Request**). We will notify you in due course of any further action or investigation taken by us in relation to your Review Request.
- 3.8 Any initial determination of your Invalid Feedback, as well as any decision to uphold that determination or take any further action following your Review Request is at our sole discretion. Further, any decision or determination made by us after your Review Request will be final.
- 3.9 We will use our best endeavours to ensure that any Benefit validly redeemed by you in accordance with these Terms and any terms on the Site, will be provided to you. However, as the delivery of the Benefit may be provided or controlled by a third party, you acknowledge and agree that we are not liable in any way for any failure to deliver, or any fault or issue with any Benefit.
- 3.10 We may send you Notifications which do not provide you with an opportunity to earn Points, for example third party promotions, competitions that offer incentives other than Points, system updates, bulletins and administrative announcements. An example of this is if you are sent a screening questionnaire to determine whether you match the required criteria to participate in a particular Activity, where this information is not identifiable from your profile.
- 4. Suspension and Termination**
- 4.1 You may terminate your Account with us at any time by following the steps provided on the Site.
- 4.2 If your email address becomes invalid or we are notified that our Notifications are not being received by your email address, we may suspend your Account. In order for us to re-activate your Account, you will need to contact us via the Site to update your email address. You will not be eligible to earn Points while your Account is suspended.
- 4.3 We reserve the right to terminate your Account without prior notice, at our sole discretion, and for any reason, including but not limited to circumstances where:
- (a) your account has been suspended for more than 30 days;
 - (b) you have failed to access the Site for a period of more than 3 months;
 - (c) you breach these Terms or any other terms, agreements or policies referred to in these Terms or contained on the Site, in any way;
 - (d) you use, publish or disclose any information or material which damages, or that we consider has the potential to damage our reputation, or the reputation of any third party; or

- (e) you use, publish or disclose any information or material which infringes our rights or the rights of a third party, such as privacy or intellectual property rights.

4.4 If your Account is terminated (by you or by us), you will cease to be a Member and you will forfeit all of your accumulated Points.

4.5 If we terminate your Account, you will be ineligible to become a Member at any future date.

5. General

5.1 **(Competitions)** In addition to these Terms, all competitions and promotions that appear on the Site and which are run by us or by third parties as notified on the Site, will be governed by the terms of that competition or promotion as they appear on the Site or on the third party's website. Your participation in a competition or a promotion will be taken as your acceptance of the terms and conditions associated with that competition or promotion.

5.2 **(Data Security)** We will use our best endeavours to keep secure any personal information you provide to us in the membership application process. To facilitate the Site, we use third party suppliers including software-as-a-service platform 'Market Cube', and your data and personal information will be shared with, or collected by, Market Cube when necessary. For further details on how we collect and use your personal information, please refer to our Privacy Policy located here: www.wdyt.com.au/privacy.

5.3 **(Confidentiality)** Any information that you receive from us in relation to your Account, the Site, or any Activity, is considered confidential you must not disclose it to anyone.

5.4 **(Third Party Material and Websites)** The Site may contain reference or links to another third party's content (**Third Party Material**). These are for your information or convenience only and we do not monitor, control or accept liability for any Third Party Material. Except as otherwise noted on the Site, any opinions, advice, statements or services contained in any Third Party Material is the responsibility of the respective author and does not constitute a representation or warranty by us as to their accuracy or description. Any use or reliance on these Third Party Materials by you is entirely at your own risk. Where the Site offers advertisements or promotions from third parties, you acknowledge that:

- (a) all third party promotions or advertisements are paid for by the author and do not represent an endorsement or recommendation by us;

- (b) any dealings you have with a third party as the result of any Third Party Material, including any associated terms, conditions, warranties or representations are solely between you and the third party; and

- (c) you agree and warrant to us that we will not be held responsible or liable for any of your dealings with a third party.

5.5 **(Viruses)** We are unable to and do not attempt to warrant that the Site or any downloads available in connection with the Site are free of viruses or other components that result in contamination or destruction of your data, your computer or device. It is your responsibility to ensure that your virus protection software is sufficient and up to date on all electronic sources used to access the Site and we do not accept any responsibility for damage you incur as a result of any virus, worm, Trojan horse or other destructive code contracted through the use of the Site.

5.6 **(Intellectual property)** You acknowledge that we own or have rights to licence all copyright, trade marks and other intellectual property rights in the materials found on the Site. Additionally, you acknowledge that the Site contains proprietary and confidential information which is owned by us or by third parties and which is protected by applicable laws. Unless otherwise expressly authorised by us, you must only use the Site and any of its contents for the purposes of using your Account, and participating in Activities, in accordance with these Terms. You must not use, sell or commercially exploit any of the material on the Site, including by downloading, uploading, copying, printing,

broadcasting, reproducing, publishing or distributing in any other way in whole or in part any of the content on the Site, without our prior written permission.

- 5.7 **(Warranties)** To the extent permitted by law, all express or implied conditions or warranties of any kind (including but not limited to any warranties related to availability for access and use, the products and services advertised, fitness for purpose, freedom from contamination by computer viruses and the accuracy, currency, completeness, reliability, timeliness or usefulness of any part of the Site or Benefits) are excluded.
- 5.8 **(Limitation of liability)** You acknowledge and agree that:
- (a) your use of the Site and participation in Activities is entirely at your own risk. To the extent permitted by law, we will not be liable for any loss or damage you may suffer or incur whatsoever in connection with your use of the Site and participation in Activities, including any direct, indirect, incidental, special, consequential or exemplary damages, even if we have been advised of the possibility of such losses;
 - (b) we are not liable in any way for any third party's inappropriate use of the Site or the publication by a third party of inappropriate content on the site. The risk of any damage to you from such content rests entirely with you; and
 - (c) you may be entitled to remedies that cannot be excluded under the Australian Consumer Law if any services supplied by us to you fail to meet a statutory guarantee. Our liability to you is otherwise limited as set out in this clause.
- 5.9 **(Indemnity)** You agree to indemnify us and keep us indemnified against all actions, claims, demands, damages, liabilities, expenses (including legal fees on a solicitor-client basis) or losses that may be made against us or suffered or incurred by us, in connection with your breach of these Terms or otherwise in connection with your use of, or inability to use, the Site.
- 5.10 **(Severability)** If any clause or part of any clause of these Terms is in any way unenforceable, invalid, or illegal, it is to be read down so that it is enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- 5.11 **(Changes to the Site and these Terms)** We reserve the right, at our sole discretion, to modify the Site, from time to time for any reason, and without notice, including your Account, or change or modify these Terms by updating this web page. You are bound by any revisions to these Terms and it is your responsibility to regularly check this page to review the current conditions by which you are bound. If you continue to use the Site after these Terms have been revised, you will be deemed to have accepted the revised Terms.
- 5.12 **(Nature of Relationship)** Your use of the Site or participation in any Activity is not intended to create a relationship with us of employee, contractor or agent. To the extent permitted by law, you agree that we owe no fiduciary obligations to you as employer or agent or in any other capacity.
- 5.13 **(Governing Law)** These Terms are governed by the laws in force in New South Wales and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales and any courts competent to hear appeals from those courts.