

Website Terms of Use

The Engine Room Community is an online research panel established by Bauer for the purpose of surveying the opinions of Australians for market and social research purposes.

Please read these terms carefully as they apply to your use of this website and all of its contents, and also apply to any associated services, products, software provided by us (the "Website"). By accessing or using the Website you agree to be bound by these terms. In these terms "Bauer", "we", "us" and "our" means Bauer Media Pty Limited (ABN 18 053 273 546) of 73 Atherton Road, Oakleigh, Victoria, Australia.

We may revise these terms from time to time by updating this posting. The revised terms will take effect when they are posted.

Licence to use the content on the Website

- You acknowledge that the Website, the content posted on the Website by us and our users, and the underlying software and technologies used to operate the Website, are all subject to copyright, trademark and other intellectual property rights (collectively, "Intellectual Property Rights").
- We grant you a limited, non-transferable licence to access and use the Website solely for your personal, non-commercial purposes.
- We (or our licensors) retain all right, title, and interest in and to the Website, and nothing you do on or in relation to the Website will transfer any Intellectual Property Rights to you or, except for the licence referred to above, authorise you to exercise any Intellectual Property Rights unless we expressly agree otherwise.
- Except as provided in these terms, permission to reprint or electronically reproduce the Website or any of its contents, in whole or in part, whether by automated or manual means (including through the use of any so-called robot, spider, scraper or similar technology) is prohibited, unless prior written consent is obtained from us.
- We may revoke the permissions referred to above at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice.

Membership

- In order to participate in the online research panel on the Website, you need to be a member.
- In order to be eligible for membership, you must:
 - complete the profiling survey;
 - verify that you are:
 - male or female
 - over 18 years old;
 - living in Australia;
 - have an active email address and consent to receiving commercial electronic messages from Bauer in connection with the Engine Room Community, including invitations to participate in research surveys; and
 - be willing to participate in at least one research survey per year.

- We reserve the right to accept or reject an application for membership in our sole discretion.
- In order to register as a member, you must provide us with accurate and up to date registration information. You must notify us if the information provided on registration is no longer accurate.
- You may wish to nominate a member user name which is different to your real name. However, you must not impersonate the identity of someone else or use a vulgar or offensive member name. In some instances we may require you to provide your real name or other identifying information.
- In addition to registration, you may be required to verify that you are over 18 years old in order to access certain content on the Website. We reserve the right to implement restricted access and age verification mechanisms as we deem appropriate.
- You may cancel your membership at any time by sending an email containing the subject line "Request Removal" to support@the-engine-room.com.au.
- We may suspend, cancel or terminate your membership at any time with immediate effect if we consider you no longer comply with the ongoing eligibility requirements specified in these terms.

Member Prize Draws

- If you are currently registered as a member, we may offer you the chance to participate in the Engine Room Community prize draws and competitions from time to time (collectively, "Member Promotions").
- All Member Promotions will be subject to specific terms and conditions which you must agree to in order to participate, including that you will consent to us publishing your name in the Engine Room Community newsletter in the event you are a winner.

Disclaimer

Except where expressly specified, the content on the Website is provided for your information only. It is not intended as advice and you should not rely upon it as such. You should verify any important information we provide (such as information about health, finances and travel) and seek independent advice prior to making any decisions.

Content you submit via the Website

- Where requested, we encourage you to contribute to the Website by submitting comments, participating in the research surveys and Website discussion forums and quizzes and, where appropriate, uploading information and photos (collectively, "Submissions").
- You retain copyright and any other rights you already hold in any Submissions. By submitting, posting or displaying the Submissions, you give us a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the Submissions in any form.
- You warrant to us that you have all the rights, power and authority necessary to grant the licence of your Submissions above, and that our use of your Submissions in accordance with these terms will not infringe the rights (including Intellectual Property Rights) of any person or entity or breach any applicable law.
- You must not submit, post, display or otherwise contribute to the Website any of the following:
 - any comment, review, message, data, information, text, music, sound, photo, graphic, code or any other material (collectively, "Content") that is false, unlawful, misleading, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing or advocates harassment of another person, threatening, invasive of privacy or publicity

rights, abusive, inflammatory, fraudulent or otherwise objectionable or which discriminates against or vilifies any group or individual or which would be rated R, RC or X by the Australian Classification Board;

- Content that may infringe any trade secret or Intellectual Property Rights of any person or entity;
 - Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including us;
 - unsolicited promotions, mass mailings or “spamming”, transmission of "junk mail", "chain letters," political campaigning, advertising, contests, raffles, solicitations or the promotion of fund raising or charitable causes (unless in response to a written request made by us);
 - Content containing commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes; or
 - private information of any third party, including, surname (family name), addresses, phone numbers, email addresses and credit card numbers.
- You understand that by using the Website, you may be exposed to Submissions that you find offensive, indecent or objectionable, and that, in this respect, you use the Website at your own risk. We reserve the right in our sole discretion and for any reason to pre-screen, review, flag, filter, modify, refuse or remove any or all Submissions from the Website, but we have no obligation to do so, and we will not be responsible or liable for any of the Submissions.
 - You must abide by any community guidelines which may be posted on the Website by us.
 - You acknowledge that each user of the Website is responsible for their own Submissions, and as a result, we have no control over the truth, accuracy or completeness of the Submissions.

Linking to this Website

- We encourage you to provide links to this Website. While you may use the name of the Website in the text of any such link, you may not use any of our logos or trademarks without our prior written consent.
- You must not frame this Website or represent or imply that any part of the Website belongs to anyone other than us.
- If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

General restrictions

In using the Website, you must not:

- violate any applicable laws;
- distribute viruses, corrupted files or any other similar software or programs that may damage the operation of any computer hardware or software;
- disclose any password associated with an account you use to access the Website (and you will be solely and personally responsible for all activities that occur under your account);
- collect or store personal data about other users of the Website;
- use the Website for any purpose that is threatening, libellous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist, indecent or infringing of another person's rights; or

- engage in any other conduct that inhibits any other person from using or enjoying the Website.

Warranties and liability

- You may have rights under statutory consumer protection laws, including the *Competition and Consumer Act 2010* (Cth), which cannot be excluded, restricted, limited or modified. The following exclusions of warranties, and the limitations of liability below, apply subject to any rights you may have under such laws.
- YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:
 - YOUR ACCESS TO AND USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS (AND YOU ACKNOWLEDGE THAT YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE WEBSITE AND THAT YOU ARE SATISFIED AS TO THE SUITABILITY OF THE WEBSITE TO MEET YOUR REQUIREMENTS); OR
 - YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM VIRUSES OR ERROR.
- WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, WARRANTIES, GUARANTEES OR OTHER PROVISIONS THAT ARE NOT CONTAINED IN THE TERMS (WHETHER BASED IN LEGISLATION, THE COMMON LAW OR OTHERWISE) ARE EXCLUDED, INCLUDING ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES AS TO ACCEPTABLE QUALITY, FITNESS FOR PURPOSE, TIMELINESS OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- If any condition, warranty, guarantee or other provision is implied or imposed in relation to the legal agreement between you and us (whether based in legislation, the common law or otherwise) and cannot be excluded (a "Non-Excludable Term"), and we are able to limit your remedy for a breach of such a Non-Excludable Term, then our liability for such a breach of the Non-Excludable Term is limited to one or more of the following at our option:
 - in relation to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.
- SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS, OUR MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN RELATION TO THESE TERMS OR OTHERWISE AS A RESULT OF YOUR ACCESS TO AND USE OF THE WEBSITE IS LIMITED TO \$100. OUR LIABILITY TO YOU WILL ALSO BE DIMINISHED TO THE EXTENT THAT YOUR ACTS OR OMISSIONS (OR THOSE OF A THIRD PARTY) CONTRIBUTE TO OR CAUSE THE LOSS OR LIABILITY.
- SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT ARE WE LIABLE UNDER OR IN RELATION TO THESE TERMS OR OTHERWISE AS A RESULT OF YOUR ACCESS TO AND USE OF THE WEBSITE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS OR DAMAGE OR FOR ANY LOSS OF GOODWILL, OPPORTUNITIES, ANTICIPATED SAVINGS, PROFITS, REVENUE OR BARGAIN.
- The limitations and exclusions above apply regardless of whether the liability arises in contract, tort (including negligence), in equity, under statute, under an indemnity or on any other basis.

- You must indemnify, defend and hold harmless us and our affiliates, and their respective directors, officers, employees, agents and contractors, from and against any loss, damage, liability, cost or expense (including legal fees on a solicitor-client basis) suffered or incurred in connection with a claim brought against any of them, to the extent that such third party claim arises out of your breach of any obligation or warranty in these terms, your breach of or failure to comply with any laws or your misuse or infringement of any rights (including Intellectual Property Rights) of a third party.
- We cannot be responsible for any loss, corruption or interception of data sent to or from the Website that occurs outside of our computer systems (such as those which occur while data is being sent over the internet). We recommend that you install and use up-to-date anti-virus and firewall software on your computer.

Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website.

Links and advertisements

- The Website may contain links to websites operated by third parties or include advertising or promotional material provided by our advertisers. We are not responsible for, and do not endorse, the content or accuracy of any other sites linked to the Website or advertising or promotional material published on the Website. You should contact the relevant third party directly if have any questions.
- In some instances, advertisements will contain offers which you accept by clicking through to an advertiser's website. The advertiser is solely responsible for the offer.
- Where the Website includes products available for purchase, the prices and product description are the responsibility of the retailer.

Privacy policy

In using the Website, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our privacy policy which can be viewed at <http://www.bauer-media.com.au/privacy.htm>, which forms a part of these terms.

General

- If any part of these terms is:
 - held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible; or
 - inconsistent with any applicable law, the inconsistent part is to be read subject to that law to the extent necessary,

and the remainder will remain in full force and effect. These terms are governed by the laws of Victoria, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

- These terms constitute the entire agreement between us and you in relation to the Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral or written, between us and you in relation to the Website.
- Your use of the Website is conducted electronically and we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.

- The word “including” when used in these terms is not a term of limitation.