

## Westfield Customer Research Community Terms and Conditions

Welcome to the Westfield Customer Research Community! We ask all our visitors to read and accept the Terms and Conditions before you can complete the application to become a Member of Westfield Customer Research community.

These terms and conditions and the documents, policies, notices and disclaimers referred to below (together, the **Terms and Conditions**), constitute a legally binding agreement between You and Scentre Group Limited (ABN 66 001 671 496) (**Scentre Group**) regarding access to and use of the Westfield Customer Research community platform.

We do not intend to make changes to our terms and conditions very often, but if we do we will notify You via the Member Hub. Your continued use of Westfield Customer Research community will constitute acceptance of any such changes.

**You** means the person registered to access the Westfield Customer Research community platform.

### 1. Registering an Account

- If You use or intend to access Westfield Customer Research community, You must register a Westfield Customer Research community user account at [www.westfieldresearch.com.au](http://www.westfieldresearch.com.au) (**Account**).
- To do this You must complete the Application including the recruitment questionnaire. You must also have read and agreed to these terms and conditions and our [Privacy Policy](#)
- By completing and submitting an Application you accept the Terms and Conditions.
- We may decide to accept or reject your Application at our discretion. We may change Application requirements from time to time at our complete discretion.
- You must not permit any other person to access Westfield Customer Research community using your Account.

### 2. Your Privacy

- During the Application process and when using Westfield Customer Research community, we will collect Personal Information (as that term is defined under the Privacy Act 1988 (Cth) from time to time) (Personal Information) and behavioural data. Any Personal Information and other information provided by You will be processed by us in accordance with our [Privacy Policy](#)
- Please ensure that You read our [Privacy Policy](#) and any disclosures and consents included in Application, to learn about what Personal Information we collect in connection with Westfield Customer Research community, how we handle it and for what purposes we use it.
- You may access certain Personal Information held by us by logging into your Account, and for more information you can email us at [support@westfieldresearch.com.au](mailto:support@westfieldresearch.com.au)

### 3. Member Participation and Notification

- As a Member of Westfield Customer Research community You will receive email relating to Member participation inviting You to take part in surveys, forums or to provide feedback via the Member Hub.
- You will also receive newsletter updates directly related to activity on Westfield Customer Research community.
- Email messages will be sent to the email address used to create your Account.
- You may opt out of receiving newsletters via the notification preferences within your Account at any time, or by clicking on the 'unsubscribe' link at the bottom of the newsletter emails.
- You may opt out of receiving emails relating to Member participation at any time by closing your Account for Westfield Customer Research community (see 'Closing an Account' below)

#### 4. *Copyright and intellectual property rights*

- Scentre Group is the copyright owner of the content of the Website or is licensed by the copyright owner to use the content on the Website. Except as permitted by the Copyright Act 1968 (Cth), You must not in any form or by any means:
- copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on Westfield Customer Research community;
- perform in public or transmit in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and information retrieval system) any of the information or material on Westfield Customer Research community without the specific prior written consent of Scentre Group;
- alter, decompile, disassemble, reverse engineer or modify any material or information that You receive in connection with, or can be access through, Westfield Customer Research community; or
- use or apply, for commercial purposes any material or information on Westfield Customer Research community, without the prior written consent of Scentre Group.
- All trademarks, brands and names appearing on Westfield Customer Research community are the property of their respective owners. Nothing contained on Westfield Customer Research community is intended to grant any express or implied right to You to use or exploit any patent, copyright, trademark or trade secret information. No trademarks, brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion.

#### 5. *Submitted Materials*

- You hereby assign to Scentre Group your intellectual property rights in any materials or information submitted by You to Westfield Customer Research community (**Submitted Materials**). You must not include any information subject to confidentiality obligations in Submitted Materials.
- To the extent that You have any moral rights (as defined in the Copyright Act 1968) (“Moral Rights”) in relation to the Submitted Materials You hereby grant to Scentre Group an irrevocable and unconditional consent to any act or omission by or on behalf of Scentre Group that would otherwise infringe your Moral Rights in relation to the Submitted Materials. Without limitation to the foregoing You hereby provide Scentre Group with an irrevocable consent to use and modify the Submitted Materials without attribution and to modify the Submitted Materials at Scentre Group’s sole and absolute discretion.
- Under no circumstances are You entitled to any payment if we do use your Submitted Materials for any purpose.
- You must not engage in any activities in connection with Westfield Customer Research community which are unlawful, offensive, abusive, which violate the rights of third parties, or which inhibit other users from using and enjoying Westfield Customer Research community. In particular, You must not upload any content that infringes the rights (including intellectual property rights or rights in relation to confidential information), or is discriminatory or defamatory, of any third party.

#### 6. *Your use of Westfield Customer Research community*

- Your activities on Westfield Customer Research community (including sending, receiving, downloading or printing any material on Westfield Customer Research community) must not:
- introduce any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Information;
- create any liability (civil or criminal) for Scentre Group or any third party provider, cause Scentre Group to lose (in whole or in part) the services of our suppliers;
- violate any law, statute, ordinance or regulation (including, but not limited to, those governing

export control, consumer protection, unfair competition, anti-discrimination or false advertising);

- impose an unreasonable or disproportionately large load on any systems or infrastructure; or
- involve any attempt to access any data or system, service or communication which you are not authorized to access.

#### *Forums & Comments*

- We want Westfield Customer Research community to be an inclusive platform that all members can enjoy. Any comment or forum post that features swearing, bullying, personal attacks (on Westfield Customer Research community team, other Members or any individual), contains a political agenda, are offensive, discriminatory, defamatory, disrespectful of or misleading to other Members will not be tolerated and will be removed as soon as possible.
- We will also remove any content that may put Scentre Group (or You) in legal jeopardy. This includes potentially discriminatory or defamatory comments, material or links posted in potential breach of any third party intellectual property rights and includes offensive profile pictures that contain profanities or indecent imagery.
- Scentre Group does not endorse any threads or posts placed on Westfield Customer Research community and will remove any posts which do not comply with the Terms and Conditions.

#### *7. No Endorsements*

- Westfield Customer Research community may contain links to websites controlled or offered by third parties. These links are provided for your information only; by providing a link, Scentre Group is not endorsing or recommending the products, services or the information contained on those sites and Scentre Group will not be liable for any products and services offered (or their failure) or any information published on these third party websites
- You need to make your own decisions regarding third party products, services and web sites.
- Each website will have its own policies, including but not limited to in respect of privacy and security standards, and You should check these as Scentre Group cannot confirm what standards these third party websites may adopt.

#### *8. Liability*

- To the extent permitted by law, Scentre Group will not be liable or responsible to You for, and You release us from and indemnify us against:
- any loss, damage, liability or claim including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs or damage; or
- any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages, however arising, suffered by You under or in connection with Westfield Customer Research community or the Terms and Conditions, except to the extent such loss, damage, liability or claim is caused by our negligent act or omission.

#### *9. Security*

- We use internet standard encryption technology (**SSL** or **Secure Socket Layer** technology) to encode Personal Information that You provide to us when creating your Account. The closed 'padlock' symbol in the address bar of your browser indicates that You are using an encrypted connection. Click on the 'padlock' to see additional information about the certifying authority and the contents of the SSL certificate.
- When creating an Account for Westfield Customer Research community You will be asked to create a username and password. You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable any Member password, whether chosen by You or allocated by us, at any time, if in our opinion You have failed to comply with any of the provisions of the Terms and Conditions.

- You agree to notify Scentre Group as soon as reasonably practicable of any loss of, or unauthorised disclosure or use of your username or password, or any other breach of security in relation to your Account. You can do this by contacting us at [support@westfieldresearch.com.au](mailto:support@westfieldresearch.com.au)
- You must not use anyone else's username or password at any time. We will not be liable for any loss or damage arising from your failure to comply with these obligations
- Whilst we take appropriate technical and organisational measures to safeguard the Personal Information that You provide to us, no transmission over the internet can ever be guaranteed secure. Consequently, please note we cannot guarantee the security of any Personal Information that you transfer over the internet to us.
- If You are using a computer or terminal in a public location, we recommend that You always log out and close the website browser when You complete an online session for your security. In addition, we recommend that You take the following security measures to enhance your online safety:
  - Keep your Account passwords private. Remember, anybody who knows your password may access your Account.
  - When creating a password, use at least 8 characters, containing both letters and numbers and at least one capital letter. Do not use dictionary words, your name, email address, or other Personal Information that can be easily obtained. We also recommend that You frequently change your password. You can do this by logging into your Account and clicking 'Change Password'.
  - Avoid using the same password for multiple online accounts.

#### *10. Third Party Access and Controls*

- Westfield Customer Research community has been developed and is hosted by our third party provider, Platform One Australia Pty Ltd.
- Scentre Group may provide VCCI and any other third party it engages in connection with Westfield Customer Research community, access to and use of any Personal Information you provide in connection with Westfield Customer Research community.
- For more information in regards to third party access and controls, please refer our [Privacy Policy](#).

#### *11. Closing a Member Account*

- You may close your Account at any time by emailing [support@westfieldresearch.com.au](mailto:support@westfieldresearch.com.au) and requesting that your Account be closed.
- When You close your Account, all Personal information will be deleted from the Westfield Customer Research community platform. Any Member Hub posts that You have made prior to Account closure will remain on Westfield Customer Research community, but your name, email, bio, avatar or any other information which can be used to identify You will be removed.

#### *12. Termination*

- Scentre Group may terminate your access to Westfield Customer Research community at any time at its sole and absolute discretion, including (but not limited to) as a result of You breaching the Terms and Conditions.
- Scentre Group is under no obligation to continue to make Westfield Customer Research community available and may cease provision of Westfield Customer Research community at any time without notice or penalty.

#### *13. Disclaimer*

- You acknowledge that the internet can be an unstable and, sometimes, insecure. At times Westfield Customer Research community may not be available for reasons beyond our control. In these circumstances, we accept no responsibility.
- Without limiting the foregoing, while Scentre Group will use all commercially reasonable

endeavours to ensure that Westfield Customer Research community is reliable, stable, secure and generally available, Scentre Group:

- makes no representation that Westfield Customer Research community will be available at all times or will operate at all times without error;
- expressly disclaims any representations that Westfield Customer Research community will operate on a continual or error free basis; and
- does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk and we are not responsible while such information is in transit. Subject to any non-excludable provisions in the Competition and Consumer Act 2010 and similar State or Territory legislation in Australia:
- we expressly disclaim any implied or express warranties or conditions of any kind, including non-infringement of intellectual property rights relating to information or materials accessible from or on Westfield Customer Research community; and
- we shall not be liable to you for any damage resulting from use of or reliance on the materials or information on Westfield Customer Research community.

#### *14. General*

- You must, at all times, comply with all applicable laws in your use of the Westfield Customer Research community.
- You represent and warrant that You have full power to enter into and perform your obligations under the Terms and Conditions.
- Nothing in the Terms and Conditions is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement.
- We may in our absolute discretion amend, vary, or replace the Terms and Conditions at any time (effective immediately) without giving a reason by posting any amendments, variations or replacement terms and conditions on Westfield Customer Research community and the Scentre Group website (as applicable). You will be bound by the amended, varied or replaced terms and conditions until You close your Account.
- We may assign, novate or otherwise deal with any of our rights or obligations under the Terms and Conditions without obtaining your consent.
- If we fail at any time to insist upon strict performance of any of your obligations under the Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the same, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.
- The Terms and Conditions represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement whether oral or in writing.
- You must not access or copy content from Westfield Customer Research community using any robot, "bot," spider, crawler or other automatic device or manual process, without our written permission, or engage in any activity which interferes with the proper working of Westfield Customer Research community.

#### *15. Enquiries and complaints*

- Should you have any enquiries in relation to Westfield Customer Research community or the Terms and Conditions, please contact us at [support@westfieldresearch.com.au](mailto:support@westfieldresearch.com.au)

#### *16. Governing Law*

- This Agreement is governed by and construed according to the laws of the relevant State and the Commonwealth of Australia. You agree to submit to the exclusive jurisdiction of the courts of the relevant State and the Federal Court of Australia in relation to the Terms and Conditions and your access and use of Westfield Customer Research community.