

MY2CENTS- TERMS AND CONDITIONS

Last updated: 30 April 2018

Definitions:

In these terms:

- a) "we", "us" or "our" means Camorra Data Limited, the owner of this my2cents website. My2cents is operated and maintained on behalf of Camorra Data Ltd by [Camorra Research Limited](#);
- b) "you" means you, the person that has registered to participate in our online my2cents research community surveys, online discussions or focus groups, or is visiting this my2cents website; and
- c) "my2cents website" or "website" means this website (<https://www.my2cents.co.nz/>).
- d) "client" or "clients" means the organisations that engage Camorra Data Limited to undertake research with my2cents members. This currently includes, but is not limited to, the following major banks operating in New Zealand: ANZ Bank New Zealand Limited; ASB Bank Limited; Bank of New Zealand; Kiwibank Limited; Westpac New Zealand Limited and any of their related entities.

Application of these Terms and Conditions:

We welcome you to this my2cents website. These Terms and Conditions apply to your use of this website and your participation in our my2cents online research programme (including its surveys, online discussions or focus groups). The my2cents [Privacy Policy](#) applies in conjunction with these Terms and Conditions. By registering to be a my2cents research community member you agree to be bound by the my2cents Terms and Conditions and you acknowledge that you have read and accepted the Terms and Conditions in these documents. Accordingly, please read these Terms and Conditions and our [Privacy Policy](#) carefully.

Membership of my2cents:

In order to qualify as a member of my2cents you must:

- (a) currently be a customer of a New Zealand registered bank;
- (b) be at least 15 years old; and
- (c) register online at <https://www.my2cents.co.nz/> providing your full name, address and email address and complete an introductory survey, which we will use to determine your suitability for the my2cents research community.

In the event that you do not qualify to become a my2cents research member, any personal information you have provided to us during the registration process and in the introductory survey (such as your name, address and email address) will be deleted and not be further used by us.

Employees of Camorra Research Limited or its contractors are not eligible to become a my2cents community member.

Please refer to our [Frequently Asked Questions](#) for further information in relation to the my2cents research programme.

Ending your my2cents membership:

You may end your my2cents membership at any time by clicking on the "Unsubscribe" link at the bottom of your survey invites or by emailing your request for removal to support@my2cents.co.nz.

We reserve the right to suspend, restrict or otherwise terminate your my2cents membership, at any time, without notice or liability to you.

Once your my2cents membership has ended, any personal information (such as your name, address and email address) will be deleted and not be further used by us. Any aggregated information arising out of your participation in my2cents surveys, online discussions or focus groups may still be kept but neither you, nor your personal information will be identifiable.

By ending your membership with my2cents, you will be removed from the my2cents mailing list and as such no longer receive emails from my2cents.

Use of this my2cents website:

Commented [NA1]: I assume that participants will, at some point, be provided with an opportunity to review and actively accept these terms and conditions (e.g. via tick box).

Commented [nh2R1]: Yes, part of the Introductory Survey

Commented [NA3]: Please update.

Commented [nh4R3]: We'll update when ready to publish

Commented [nh6]: Add link

Commented [ST7]: My personal feeling is that this is far too broad (presumably you would need to view some pages on the website to even find the ts and cs / privacy policy. I think the language in the faqs is more reasonable "By registering to be a my2cents research community member you agree to be bound by the my2cents...".

Commented [nh8R7]: Ts and Cs are in the footer of every my2cents webpage. Wording updated.

Commented [AS9]: Update as per FAQ's

Commented [nh10R9]: Delete out reference to registering online

Commented [ST11]: As per my comment on the privacy policy doc – I think this could be clearer – does this mean they delete / destroy? Otherwise why keep it if they won't use it?

Commented [nh12R11]: Delete data, they won't have completed a survey

Commented [nh13]: New clause

Commented [nh14]: Add link

Commented [ST15]: As above, does this mean the info will be deleted? If so, what's the time frame? If not, why not?

Commented [nh16R15]: As above, survey results retained so we can recreate results, but identifiable info deleted

Commented [AS17]: Should be ok here – we're not specifically stating the address

We provide this my2cents website with reasonable care and skill however we do not warrant or represent that this website will operate on a continuous or fault free basis, or that it will be free of viruses or other harmful material.

The information provided on this website has been supplied by us, unless otherwise indicated. Whilst all reasonable endeavours have been made to ensure that the information supplied is accurate and up to date, errors and omissions may occur.

We do not accept any liability for any loss or damage which may directly or indirectly arise as a result of any advice, opinion, information, representation, error or omission, whether negligent or otherwise, contained on this website, or for any delay or interruption when using this my2cents website.

Participation in surveys, online discussions and focus groups:

As a member of my2cents research community, we may contact you from time to time requesting you to take part in market research surveys, online discussions or focus groups to get your views on a wide array of money/finance topics (e.g. banking products, services, marketing and ideas), but your participation is voluntary.

The surveys and online discussions you will be invited to participate in will be conducted by us or market research professionals we engage for specific projects. If you are invited to participate in a focus group, these will be conducted by our clients or their preferred contractors or agents our clients have engaged to conduct the focus group on their behalf. Focus groups will be held at a time and location advised in the invitation.

Registering, and being approved by us, as a my2cents research community member does not guarantee that you will be invited to participate in any surveys, online discussions or focus groups. The persons selected to participate shall be at our sole discretion based on the criteria provided by the client(s) sponsoring the specific research project.

Privacy:

By registering as a my2cents research member, you consent to your personal information (such as your name and email address) to be provided to financial institutions you tell us you use. In addition, your responses to surveys, online discussions or focus groups will be provided to the client(s) commissioning the survey. Your survey, online discussion and/or focus group responses may be augmented with additional information they have about you for analysis, reporting, modelling purposes.

Any responses you provide to surveys, online discussions and focus groups will only be supplied to the client(s) commissioning the survey, online discussion or focus group. Our clients may also use other contractors and agents for the purpose of assisting them to analyse and report the research conducted on my2cents. The use of your personal information and responses to surveys, online discussions or focus groups by our clients will be covered by the Terms and Conditions, Security and Privacy Policy and statements of each financial institution.

Your personal information may be disclosed to our contractors and agents that assist us to operate, manage and administer my2cents (including, but not limited to, [Camorra Research Limited](#)).

Your contribution and feedback is very important because it will help participating clients identify trends in the market and derive information that will help to improve the products and services they offer to their customers. Your participation in my2cents surveys, online discussions or focus groups is at your discretion.

We will communicate with you by email to your email address, and you consent to us communicating using the contact details you provide to us.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at support@my2cents.co.nz.

Your obligations:

Commented [ST18]: I'm assuming that for each survey / online discussion / focus group my2cents would be specifically listing the sponsoring client / clients? So, for example, could a my2cents community member see that WNZL was sponsoring a particular survey and choose not to complete it?

Commented [nh19R18]: Surveys will be my2cents branded only

Commented [NA20]: IPP 3 requires that agencies are required to take reasonable steps to ensure that individuals are aware of the agency that collects and holds their personal information. If any other entities, aside from Camorra Research Limited, will hold personal information, details of those entities should be provided.

Commented [ST21]: If there are any other specific agencies which will hold / exercise control over information collected (so would be considered to be a 'controller' of personal info under the GDPR model), I think this is something that should be explicitly called out. Where 3rd party suppliers are being used for processing purposes only, but don't exercise direct control over the info, I think there is less of an impetus to specifically list these agencies.

Commented [nh22R21]: None

You must ensure that:

- (a) you will only register for my2cents once;
- (b) you do not use this my2cents website in breach of any legislation or for any unlawful act, fraudulent or improper purpose or do anything to damage or disrupt this my2cents website;
- (c) all information you supply to my2cents is true, complete and accurate in all respects (and if any of your circumstances change resulting in any information you have previously provided to us no longer being true, complete and accurate in all respects you will immediately notify us by email at support@my2cents.co.nz);
- (d) you keep all passwords, logins, usernames and PINs and any other security information that we provide to you, or you otherwise use in connection with my2cents, confidential and you do not disclose the same to any third party (and if you know or suspect any other person has obtained your logins, usernames and PINs and any other security information, you must immediately notify us at support@my2cents.co.nz);
- (e) you do not introduce any harmful information or materials (which includes any spyware, viruses, worms, trojan horses, harmful scripts or codes or any other damaging items which could interfere with this website, our software, hardware, network or computer system).
- (f) All surveys, online discussion or focus groups are to be treated as confidential. You must not disclose, store, copy or distribute any information about the my2cents surveys, online discussion or focus groups without our express permission in writing.

Commented [AS23]: Should be ok?

Commented [AS24]: Not relevant anymore?

Commented [nh25R24]: Maybe change to just 'security information'

You must not in any way whatsoever participate in any of our surveys, online discussions or focus groups with a view to intentionally manipulating or detrimentally impacting the results of those surveys or discussions.

Limitation of liability and indemnity:

To the maximum extent permitted by law:

- (a) any and all liability and responsibility we may have to you, or any other person, under or in connection with your access to, or use of this website or participation in our surveys and online discussions, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise; and
- (b) our liability and responsibility is excluded for any indirect or consequential loss or damage of any kind (including, but not limited to, any loss of opportunity, anticipated savings or unauthorised use).

Disclaimers

To the extent permitted by law, we disclaim all warranties, express or implied in connection with this website.

We are not responsible for any:

- (a) corruption or loss of data or other content which you or any other person may experience; or
- (b) software, network, computer system, hardware, devices or other equipment that may be harmed, as a result of, or otherwise in connection with, your use of this website.

We do not represent or warrant that this website will:

- (a) function uninterrupted, that it will be error-free, that defects will be corrected or that this website, or the server that makes it available, will be free of any virus or other harmful elements; or
- (b) be compatible with any particular computer or mobile device.

Intellectual property:

We own, or otherwise have a licence to use, all copyright and other intellectual property rights in this my2cents website and the information contained in it. Everything on this my2cents website is copyrighted unless otherwise noted. You may not copy, modify, store or display for redistribution to third parties or for commercial purposes any part of this my2cents website without our express permission in writing. Non-commercial personal use of this my2cents website is welcomed, provided that you do not remove any copyright, trademark or other intellectual property contained in the content. Without limiting the foregoing, you acknowledge that any and all surveys, online discussion or focus group responses, data and information provided by you will be our intellectual property.

Commented [AS26]: Should be ok

Upgrades and maintenance:

This website may be unavailable from time to time due to upgrades we are undertaking, errors, defects, maintenance or events that may be outside of our control.

Commented [AS27]: Should be ok

Links:

Any sites linked to this my2cents website are not under our control. We are not responsible for, and make no representations or warranties concerning, the contents of any linked site or any link contained in a linked site. We provide links to you as a convenience only and the inclusion of any link does not imply endorsement, investigation or verification of the linked site by us.

Commented [AS28]: Should be ok

Security:

Please do not at any stage disclose any of your specific bank account, card, online banking or phone banking details in surveys, online discussions or focus groups or in emails to support@my2cents.co.nz. This includes things such as account number, customer number, credit card number, debit card number, pin or password. **We will never request this information from you.**

Prize draw terms and conditions:

The [terms and conditions](#) for any prize will be specified in the survey, online discussion or focus group, invitation email.

Commented [nh29]: Insert link

Changing these terms and conditions:

We may change these terms and conditions at any time by adding to, removing or amending the existing terms. Amendments may take the form of completely new terms and conditions. We will inform you about any changes that we make by posting updated terms and conditions on this my2cents website. Changes will be effective from the date that the updated terms and conditions are posted which is noted at the beginning of these Terms and Conditions.

Commented [AS30]: Should be ok

No transfer:

You may not transfer or otherwise assign your my2cents membership or log in details to any other person.

Governing law:

These Terms and Conditions, and use of this website, is governed by and are to be interpreted in accordance with the laws of New Zealand.

Commented [AS31]: Should be ok

Contact us:

If you have any questions about these terms and conditions or about my2cents generally please contact us at support@my2cents.co.nz.