

## **my2cents – TERMS AND CONDITIONS**

**Last updated: 10 September 2021**

### **Words with special meanings:**

In these terms:

- (a) "we", "us" or "our" means my2cents Limited, the owner of this my2cents website.
- (b) "you" means you, the person who 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) "clients" or "client" means the organisations that engage my2cents Limited to undertake research with my2cents members. This currently includes the major service providers of banking, telecommunications, electricity and groceries in New Zealand and any of their related entities.

### **What these terms and conditions cover:**

We welcome you to this my2cents website. These Terms and Conditions apply to your use of this website and your participation in research on my2cents. The my2cents [Privacy Policy](#) applies together with these Terms and Conditions. When you register to be a member of my2cents you will be asked to read and accept the Terms and Conditions in these documents. Please read both the Terms and Conditions and our [Privacy Policy](#) carefully.

### **Becoming a member of my2cents:**

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

- (a) Live in New Zealand;
- (b) be at least 15 years old; and
- (c) complete the introductory survey, and provide your full name and email address. We will use the introductory survey to determine your suitability for the my2cents research community.

If you do not become a member of my2cents, all personal information you have provided to us during the registration process and in the introductory survey will be deleted and not be further used by us.

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

If you would like to know more about my2cents our Frequently Asked Questions are available [here](#).

### **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 sending a request for removal from our [contact us](#) page.

Once you have unsubscribed from my2cents, any personal information that is no longer necessary for maintaining your unsubscribed status 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 will no longer receive emails from my2cents.

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

### **Use of this my2cents website:**

We provide this my2cents website with reasonable care and skill however, 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.

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 the my2cents research community, we may contact you from time to time inviting you to take part in market research surveys, online discussions or focus groups to get your views on a wide array of topics relating to New Zealand service providers (e.g. products, services, marketing, sponsorship and ideas), but your participation is always 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 the 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.

Qualifying 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:**

Your responses to surveys, online discussions or focus groups will be provided to the client(s) commissioning the research. Your survey, online discussion and/or focus group responses may be augmented with additional information they have about you for analysis, reporting or modelling purposes if:

- (a) You have joined my2cents.co.nz through an invitation from the client commissioning the research, which will be an organisation you are a customer, or have previously been a customer of; or
- (b) You have provided express opt-in consent for us to provide personal information (such as your name, email and address) to an organisation you are a customer of.

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 statements of each organisation.

Your personal information may be disclosed to our contractors and agents that assist us to operate, manage and administer my2cents.

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 primarily 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](#).

**Your obligations:**

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 [contacting us here](#));
- (d) you keep all 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 security information, you must immediately notify us by [contacting us here](#));
- (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.

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).

**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.

**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.

**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.

**Security:**

Please do not at any stage disclose any of your specific account, card, or login details in surveys, online discussions, focus groups, in the contact us form, or in emails to support@my2cents.co.nz. This includes things such as account number, customer number, card number, credit/debit card number, pins or passwords. ***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 invitation or within the survey itself.

**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.

**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, are governed by and are to be interpreted in accordance with the laws of New Zealand.

**Contact us:**

If you have any questions about these terms and conditions or about my2cents generally please [contact us](#).