

Bank of Melbourne Online Consumer Panel Terms of Participation

This Agreement is between the User of the *Bank of Melbourne Online Consumer Panel* site (“you”) and Bank of Melbourne- a division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 (“Bank of Melbourne”, “we”, “us” or “our”).

These terms and conditions, together with the Bank of Melbourne Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Bank of Melbourne website ("Conditions") govern your use of and access to the *Bank of Melbourne Online Consumer Panel*.

We may change all or part of the Conditions at any time. If we do, the new Conditions will be posted on the *Bank of Melbourne Online Consumer Panel*. Your subsequent or continued use of the *Bank of Melbourne Online Consumer Panel* will constitute your acceptance of any changes. If you object to any changes to the Conditions, your only remedy is to immediately discontinue your use of the *Bank of Melbourne Online Consumer Panel*.

These terms and conditions of use were last updated on 3 May 2013.

About *Bank of Melbourne Online Consumer Panel*

While we use reasonable endeavours to ensure that the *Bank of Melbourne Online Consumer Panel* is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free. Your access to the *Bank of Melbourne Online Consumer Panel* may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.

Except as expressly provided otherwise in the Conditions, we reserve the right to change or discontinue any website, feature or service (or part thereof) on the *Bank of Melbourne Online Consumer Panel* at any time.

Access

Access to the *Bank of Melbourne Online Consumer Panel* is only allowed to persons who are existing Bank of Melbourne customers and who have been invited to participate and have accepted these Conditions.

When registering as a user, you must provide us with accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information.

You must not register as a user multiple times. You must not impersonate or create a user for any person other than yourself.

We may at any time request a form of identification to verify your identity.

You must ensure the security and confidentiality of your user details (if any), including any username and/or password assigned to you. You must notify us immediately if you become aware of any unauthorised use of your user details. You must not permit your user details to be used by or transferred to any other person.

We reserve the right to, in our sole discretion, suspend or terminate your user access or access to all or any part of the *Bank of Melbourne Online Consumer Panel*, including if we believe you are abusing the services in any way, have breached the Conditions or are no longer an active member.

Your conduct

You must not:

(a) use the *Bank of Melbourne Online Consumer Panel* in breach of any applicable laws or regulations;

(b) use the *Bank of Melbourne Online Consumer Panel* (or Material obtained from the *Bank of Melbourne Online Consumer Panel*):

- to transmit (or authorise the transmission of) "junk mail," "chain letters,"
- unsolicited emails, instant messaging, "spimming," or "spamming";
- to impersonate any person or entity;
- to solicit money, passwords or personal information from any person;
- to harm, abuse, harass, stalk, threaten or otherwise offend others; or
- to sell or recommend financial products other than those issued by Bank of Melbourne or a member of the Westpac Group;
- for any unlawful purpose;

(c) use the *Bank of Melbourne Online Consumer Panel* to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:

- is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
- contains, promotes, or provides information about unlawful activities or conduct;
- is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or
- hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- exploits another person in any manner;
- contains nudity, excessive violence, or sexual acts or references;
- includes an image or personal information of another person or persons unless

you have their consent;

- poses or creates a privacy or security risk to any person;
- you know or suspect (or ought reasonably to have known or suspected) to be
- false, misleading or deceptive;
- contains large amounts of untargeted, unwanted or repetitive content;
- contains restricted or password only access pages, or hidden content;
- .contains viruses, or other computer codes, files or programs designed to interrupt,
- limit or destroy the functionality of other computer software or hardware;
- advertises, promotes or solicits any goods or services or commercial activities
- (except where expressly permitted or authorised by us); or
- contains financial, legal, medical or other professional advice;

(d) interfere with, disrupt, or create an undue burden on the *Bank of Melbourne Online Consumer Panel* ;

(e) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the *Bank of Melbourne Online Consumer Panel* ;

(f) use the *Bank of Melbourne Online Consumer Panel* with the assistance of any automated scripting tool or software;

(g) frame or mirror any part of the *Bank of Melbourne Online Consumer Panel* without our prior written authorisation;

(h) use code or other devices containing any reference to the *Bank of Melbourne Online Consumer Panel* to direct other persons to any other web page;

(i) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the *Bank of Melbourne Online Consumer Panel* or cause any other person to do so; or

(j) delete any attributions or legal or proprietary notices on the *Bank of Melbourne Online Consumer Panel*.

Your Material

By uploading, transmitting, posting or otherwise making available any Material via the *Bank of Melbourne Online Consumer Panel*, you:

(a) grant us (or our agent) a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;

(b) warrant that you have the right to grant the abovementioned licences;

(c) warrant that the Material does not breach the Conditions; and

(d) unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

We reserve the right (but have no obligation) to:

(a) review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and

(b) monitor use of the *Bank of Melbourne Online Consumer Panel*, and store or disclose any information that we collect, including in order to investigate compliance with the Conditions or for the purposes of any police investigation or governmental request.

We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the *Bank of Melbourne Online Consumer Panel* by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the *Bank of Melbourne Online Consumer Panel* simply by facilitating others to post, transmit or otherwise make Material available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.

Use of Content

You agree to:

(a) treat any Material posted on the *Bank of Melbourne Online Consumer Panel*, whether by Bank of Melbourne or other members in confidence and not circulate it outside the *Bank of Melbourne Online Consumer Panel* in whole or in part, by any means whatsoever;

(b) not copy, publish or use any Material posted on the *Bank of Melbourne Online Consumer Panel* unless you have prior written approval granted by Bank of Melbourne on each and every occasion; and

(c) not use in any form of media or publications outside the *Bank of Melbourne Online Consumer Panel* any Material posted on the *Bank of Melbourne Online Consumer Panel* unless you have been granted prior written approval by Bank of Melbourne on each and every occasion.

Notifying us

If you think that the *Bank of Melbourne Online Consumer Panel* has been accessed or used by another user in breach of the Conditions, please email the Administrator customer.insights@bankofmelbourne.com.au as soon as possible. We'll consider whether there are grounds for taking any action, but you won't necessarily be contacted as to our decision.

Intellectual Property

Except where expressly provided otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to Bank of Melbourne. Nothing displayed on the *Bank of Melbourne Online Consumer Panel* should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the *Bank of Melbourne Online Consumer Panel* without the express written consent of the relevant owner.

Third party websites, advertising and activities

We may feature or display links and pointers to websites operated by third parties on the *Bank of Melbourne Online Consumer Panel*. Such websites do not form part of the *Bank of Melbourne Online Consumer Panel* and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the *Bank of Melbourne Online Consumer Panel* entirely at your own risk.

You must not link to the *Bank of Melbourne Online Consumer Panel* from any other website (or otherwise authorise any other person to link from a third party website to the *Bank of Melbourne Online Consumer Panel*) without our prior written consent.

The *Bank of Melbourne Online Consumer Panel* may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by Bank of Melbourne or third parties. These activities may be subject to separate terms and conditions. You participate in any such activities entirely at your own risk. We do not accept and no member of the Westpac Group accepts any responsibility in connection with your participation in activities conducted by any third party.

Disclaimer

You use the *Bank of Melbourne Online Consumer Panel* at your sole risk. If you have a concern about your experience on the *Bank of Melbourne Online Consumer Panel* please report it to us immediately.

Except where expressly stated otherwise, Material on the *Bank of Melbourne Online Consumer Panel* is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

We do not make any representation or warranty that any Material on the *Bank of Melbourne Online Consumer Panel* will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

We will not be liable for loss resulting from any action or decision by you in reliance on the Material on the *Bank of Melbourne Online Consumer Panel*, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software

You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the *Bank of Melbourne Online Consumer Panel* in any circumstance.

Indemnity

You agree to fully indemnify and hold us harmless against any expenses, costs, loss (including consequential loss) or damage that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the *Bank of Melbourne Online Consumer Panel*, including any breach by you of the Conditions.

No waiver

No waiver of any term of the Conditions shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Conditions shall not constitute a waiver of such right.

User Eligibility

By using the *Bank of Melbourne Online Consumer Panel*, you confirm that you:

- (a) are aged 18 years or over or otherwise possess legal parental or guardian consent;
- (b) live in Australia;
- (c) are an existing Bank of Melbourne customer;
- (d) have applied and were accepted to be a User;
- (e) have or will complete the Profiling Survey;
- (f) have an active, permanent email address so as to receive, among other things, invitations to participate in research and our newsletters; and
- (g) will participate in a survey at least once a year, not including the Profiling Survey.

Applicable law

These Conditions shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales Courts to determine any matter or dispute which arises under the Conditions.

Definitions

In these terms and conditions:

"Conditions" means these terms and conditions, together with the Bank of Melbourne Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the *Bank of Melbourne Online Consumer Panel*.

"Material" means text, illustrations, photos, audio, video, any combination of these or other material (including third party content).