

# Nine Nation Membership Terms & Conditions

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The Nine Nation program at [www.ninenation.com.au](http://www.ninenation.com.au) is owned and operated by ninemsn Pty Ltd ABN 33 077 753 461 (**Nine Nation/we/us**).

**PLEASE READ THESE MEMBERSHIP TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AS A NINE NATION MEMBER. BY BECOMING A NINE NATION MEMBER AND USING THIS SITE YOU ARE AGREEING TO BE BOUND BY THESE MEMBERSHIP TERMS AND CONDITIONS, WHICH TOGETHER WITH OUR PRIVACY POLICY, FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND NINE NATION.**

If you do not agree to these Membership Terms and Conditions and the terms of our [Privacy Policy](#), you must not register to become a Nine Nation member.

We may update these Membership Terms and Conditions at any time. The most recent version of these Membership Terms and Conditions will always be available on this site. Your Nine Nation membership and your continued use of this site will constitute your acceptance of the most recent version of these Membership Terms and Conditions.

Your use of this site is also governed by the site's [Terms of Use](#).

## 1. Membership

You must be an Australian citizen or permanent resident aged 16 years or older to be a Nine Nation member.

By becoming a Nine Nation member, you acknowledge and agree that you may receive from us newsletters and updates as well as invitations or offers to participate in various activities that we conduct on behalf of our clients or on our own behalf, including to:

- participate in surveys, focus groups or other discussions
- submit content to Nine Nation
- provide feedback on various products and services, or
- enter competitions or participate in incentive activities.

We may send you these newsletters, updates, invitations and offers via a number of methods including but not limited to email, SMS and post.

By participating in these activities, you may also receive the opportunity to earn an entry or entries into one of our promotions (see sections 5 and 6 below). We may also contact you if you are awarded a prize or receive an incentive or reward as a result of your participation in these activities or entry into our promotions.

**You acknowledge that all information contained in research surveys, focus group activities, requests for feedback on products or services and other activities is strictly confidential and both the questions asked of you and your responses must not be disclosed to any other party or published elsewhere.**

## 2. Registration and Sign In

In order to access and participate in certain Nine Nation products and services, you must:

- register as a Nine Nation member, or
- if you are already a Nine Nation member, sign in with your Nine Nation membership details.

Membership is specific to you. Membership is free but conditional upon you giving us accurate up to date registration information including a current and valid email address and other requested details. You must not create or maintain more than one membership account with Nine Nation.

You agree to provide current, complete, and accurate information in the registration section of this site and to keep this information up to date. You also agree to provide current, complete, and accurate information in any screening or eligibility questions we may ask you.

As part of your Nine Nation membership, you may be requested to provide an alternate email address and questions and secret answers, which we may use to help verify your identity and assist in resetting your password. You may also be asked to create an additional security key for some of our services requiring additional security.

To help protect your privacy from other users when commenting in forums, we recommend that you nominate a member user name which is different to your real name. 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 or contact details (for example when you sign in to Nine Nation, change your member profile information or submit feedback to us in connection with a survey).

We may refuse to accept your registration request and/or terminate your membership at any time in our absolute discretion and without notice to you, including if your registration information is inaccurate or incomplete, you do not participate in any of our activities or if you use your membership to annoy other users or disrupt or misuse our services in any way.

### 3. Your Information

We may collect, use and disclose information received from you or collected through your registration to and use of this site (including responses and comments submitted on this site and other submissions in response or in connection with our activities) and associate it with your membership in accordance our **Privacy Policy**.

By registering as a Nine Nation member, you consent to our collection, use and disclosure of this information in accordance with our **Privacy Policy**.

If you decide to provide us with sensitive information (such as information relating to your racial or ethnic origin, membership of political bodies, religions, trade unions or other professional or trade association, sexual preferences, criminal record or health), we will only use and disclose this information for the purpose for which it is provided or a directly related purpose, unless permitted by law or you otherwise agree.

### 4. Unauthorised Use

You must keep your sign in, password and membership details secure and must not disclose them (including any user name and/or password we give you) to anyone else. You must notify us immediately if you suspect or become aware of any unauthorised use of your details or any unauthorised use of your Nine Nation account.

You agree that you will not commit or attempt to commit:

- fraudulent acts
- acts that may manipulate or tamper with the functioning of this site, a survey or a promotion, or
- other activity on this site in a manner that conflicts with these Membership Terms and Conditions, this site's **Terms of Use** or the terms of our activities.

You agree that you will not provide or submit false information and will not and will not attempt to tamper with or manipulate any of our activities in any way.

### 5. Activities

In addition to these Membership Terms and Conditions, you must comply with the terms and conditions of each of our activities in which you participate as specified on the invitation and/or the activity page, which include but are not limited to:

- you satisfying any eligibility criteria required to participate in an activity
- you completing all responses in and to an activity accurately and honestly to our satisfaction, and
- you submitting your responses to an activity before the close date for the activity, and if the activity also has a quota of responses, before that quota is reached.

We may in our absolute discretion refuse to allow you to participate in any of our activities at any time.

### 6. Promotions

We may, from time to time, offer rewards or incentives to our members through prize draw or other promotions on some of our activities.

Some activities may include the ability to earn an entry or entries into one of our promotions if you meet certain criteria including participating in the activity. Any opportunity to earn an entry or entries into a promotion will usually be detailed with the activity and generally, in order to be eligible to earn an entry or entries into the promotion, you must:

- participate in the relevant activity
- comply with these Membership Terms and Conditions and with any other specific terms and conditions for the relevant activity as set out in the invitation and/or on the activity page, and
- comply with the terms and conditions for the promotion, which usually will be included as a link or described on the activity invitation or page and hosted on this site.

Fulfilment of rewards or incentives through promotions is subject to their specific terms and conditions.

We reserve the right to refuse to award to you an entry or entries into a promotion if:

- you do not respond to the activity invitation or your response to the activity is partially completed

- we consider that your activity response is completed inaccurately or dishonestly, or
- you have not complied with these Membership Terms and Conditions or specific terms and conditions of the relevant activity or promotion.

We may also, from time to time, offer members research surveys hosted by independent third party partners. Where a prize draw, reward or incentive is offered in connection with participation in these research surveys, the decision and responsibility to honour the reward or incentive will be the responsibility of the third party partner at their discretion.

We will not be responsible if we are unable to notify you in the event you are awarded any prize, reward or incentive because you have deleted or changed your contact details or your contact details are not current, accurate or complete.

If you wish to terminate your Nine Nation membership and you have entered a promotion in connection with your membership, you may not be eligible to receive any prize, reward or incentive in the promotion. Termination of your Nine Nation membership will result in all of your entries into any promotion in connection with your membership being deemed invalid.

## 7. Intellectual Property

This site includes services and content that are the intellectual property of Nine Nation or any of our related bodies corporate, partners or licensors. You may use our content by downloading and storing limited copies for your personal use only. You may not otherwise reproduce or redistribute or use our content or services in any way unless you have our express permission.

The Nine Nation trade marks belong to our related body corporate, Nine Entertainment Co. Pty Ltd. The trade marks of our partners belong to them. Nothing contained on this site is to be construed as granting any licence of or right to use any trade mark on this site. Use of all trade marks displayed on this site requires the express permission of the relevant trade mark owner.

## 8. Your Contributions

We may encourage you to submit your own personal contributions on certain parts of this site (for example by submitting written feedback, comments or other content or by participating in discussions with us and/or other members of our online communities) (**Your Contributions**).

By submitting Your Contributions, you promise that Your Contributions are:

- your own work and do not include any material which is the copyright of someone else, and
- on-topic and constructive and not contributed with the intention of disrupting our online communities or causing harm or offense to anyone or manipulating or tampering an online process.

You give to us free of charge perpetual permission to use Your Contributions in any way we want to on any website or mobile site, application, products or services in any media (including but not limited to social media) worldwide, including editing, licensing, modifying or adapting Your Contributions for operational, editorial or other reasons. We may also redistribute Your Contributions to third parties who may use it in any manner we may use it.

Copyright in Your Contributions remains with you and the permissions you give us do not restrict you from using Your Contributions except where Your Contribution incorporates, references or uses our information that is to be kept confidential, in which event you must not publish or disclose Your Contribution elsewhere for as long as that information is not publicly known (see your confidentiality commitment in section 1 above).

We generally show your member name with Your Contributions, however you acknowledge and agree that it is not always possible for us to attribute you as the author of Your Contributions and consent to our use of it (or a part of it that may or may not be modified) without attributing you as the author or creator.

Your Contributions may or may not be pre-screened and there may be a delay before they appear on this site. We may choose not to use Your Contributions or remove part or all of Your Contributions from this site in our absolute discretion. We reserve the right to moderate, hide or delete any of Your Contributions (including any photos, posts or comments on this site).

If you have any questions about Your Contributions, please contact us at: [support@ninenation.com.au](mailto:support@ninenation.com.au).

### Prohibited Contributions

It is your responsibility to ensure that Your Contributions do not breach any applicable laws or rights. Without limiting this obligation, we require that Your Contributions do not:

- defame any person
- breach anyone's intellectual property rights or confidentiality

- breach privacy laws
- breach anti-discrimination laws
- contain any links, advertising or marketing material , or spam or commercial messages
- stalk, abuse or harass anyone
- encourage or promote or assist the commission of any illegal act
- contain inappropriate content or excessively coarse language, as we may determine in our absolute discretion, or
- include any material that contains any virus or computer code file or computer program designed to impair any the performance of the ninemsn network or any computer, software or telecommunications device.

## Reporting

If you think that any content on this site is unlawful or breaches these Membership Terms and Conditions, please report such content by emailing [support@ninenation.com.au](mailto:support@ninenation.com.au). Please note while we may not reply to all complaints, we will consider each complaint and determine whether there are any grounds for taking action.

## 9. Termination

We may, without notice to you, terminate your access to this site and/or any of our products or services including your membership to the Nine Nation program if we consider on any reasonable grounds that you have neglected or abused your membership or access to this site, including:

- if you:
  - give false or misleading information in your membership details
  - create multiple Nine Nation membership accounts
  - take the same survey more than once
  - take a survey or participating in any activity, not qualifying, then taking the same survey or participating in the same activity again with knowledge of how to get through the qualifying process
  - tell another member how to get through any qualifying process for a survey or activity
  - intentionally give faulty responses to a survey or activity
  - complete a survey or other activity so quickly that we take the view that you would not have been able to read and properly answer the questions
  - post details or screenshots of or links to any of our and/or our clients' activities (including Nine Nation content or other members' submissions) in any public forum, including the internet;
  - use user names or email addresses in your membership details that we consider are indecent or do not belong to you
  - are unable to answer membership verification or security questions
  - do not use your Nine Nation account or your Nine Nation account is otherwise inactive for a period of 6 months, or
- if we:
  - receive a request by law enforcement authorities or agencies
  - discontinue or modify any of our services
  - experience technical issues or problems
  - suspect you have used the services for a fraudulent or illegal purpose, or
  - consider you have breached these Membership Terms and Conditions, our site's [Terms of Use](#) or our [Privacy Policy](#).

If we terminate your membership, your account will be closed and you will forfeit all entries in any of our promotions in connection with your membership at the time of termination.

If you become dissatisfied with the Membership Terms and Conditions (including the [Privacy Policy](#)) or any modifications thereof, or with this site, your only recourse is to discontinue use of this site and terminate your membership of the Nine Nation program by unsubscribing in the manner set out on your member page on this site or from any electronic message that we may send to you. **Unsubscribing from our electronic communications will mean that you are cancelling your membership as communication between you and us is a key part of Nine Nation membership.** Upon termination, your right to use this site and your membership will cease immediately.

## 10. Disclaimer, Links and Third Party References

Except where expressly specified, our content is provided for your information only. It is not intended as advice and accordingly you should not rely upon it. You should verify any important information we may

provide (such as information about health, finances and travel) and seek independent advice suited to your specific circumstances prior to making any decisions.

For the convenience of our members, this site may contain links and other pointers to websites operated by third parties. We do not control these websites and are not responsible for their availability or their content and/or services. We do not make any representation or warranties regarding third party websites or the information contained therein.

This site may include advertising and promotional material provided by our partners or advertisers, including for research purposes. We do not recommend or endorse any such third party or its products or services and we ask that you contact the relevant third party directly if you have any queries or concerns regarding the content of any advertisement or promotional material.

Some advertisements or promotional material will contain offers that you can accept by clicking through to the advertiser's website (including in any of our activities concerning a test of such promotional material). Such promotional offers that we test or run on this site are not made by us and the relevant third party advertiser making the offer is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

From time to time we may feature, run a test of or promote or sponsor special events, competitions and other activities conducted by third parties online and/or offline. We do not accept any responsibility for your participation in such third party activities. There may be specific terms and conditions applicable to those activities and you should check these carefully.

Unless required by law, we do not guarantee any member a response or reply to any communication made to us.

## 11. Limitation of Liability

Your use of this site and participation and membership in the Nine Nation program is at your sole risk.

Certain statutory warranties under consumer protection laws will be implied for your benefit. Nothing in these Membership Terms and Conditions is intended to exclude or restrict the application of such laws, but we do not give any guarantee or warranty or make any representation of any kind, express or implied, with respect to our content, services, activities, promotions and/or the goods and services the subject of an activity or promotion outside these laws.

To the extent permitted by law, the content and services are supplied to you on an "as is" and "as available" basis. To the extent permitted by law, Nine Nation and our related bodies corporate, subsidiaries, and affiliates, partners and licensors expressly disclaim all warranties and conditions of any kind regarding our content and services whether express or implied unless expressly set out in these Membership Terms and Conditions and this site's **Terms of Use**. Without limiting the foregoing, we do not warrant that our content or service is accurate or reliable, that our services will be timely, uninterrupted or error free or that any errors or defects will be corrected.

Subject to claims available under consumer protection laws, to the maximum extent permitted by law, neither Nine Nation nor our related bodies corporate is liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of indirect or consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with any of our activities or promotions and/or the goods and services that are the subject of an activity or promotion, the content or services on this site or otherwise arising in connection with your use of this site or your Nine Nation membership.

To the extent that our liability (including for breach of any implied warranty or condition or liability relating to an activity, promotion and/or the goods and services that are the subject of an activity or promotion) cannot be excluded or restricted by law, our liability will (at our option and to the extent permitted by law) be limited to:

- (a) in the case of goods: (i) repairing or replacing those goods; or (ii) paying the cost of having those goods repaired or replaced; and
- (b) if the breach relates to services supplied: (i) resupplying those or equivalent services; or (ii) paying the cost of having those services resupplied

In no circumstances are we liable for any indirect or consequential losses or damages.

## 12. Indemnity

You agree to indemnify and keep indemnified, Nine Nation, our parent entities, subsidiaries, related bodies corporate, affiliates, officers, directors and employees, from and against all loss (including reasonable legal costs and expenses on a full indemnity basis) and liability incurred by Nine Nation arising from any claim,

demand, suit, action or proceeding by any person against Nine Nation where such loss or liability arose out of, in connection with, or in respect of your use this site, your membership to the Nine Nation program or your conduct including but not limited to your breach of these Membership Terms and Conditions.

We rely on you to use this site responsibly and to observe these Membership Terms and Conditions and the site's **Terms of Use**. If we suffer any loss or damage or incur any costs in connection with any breach of these Membership Terms and Conditions or the site's **Terms of Use** or any other legal obligation, then you agree to indemnify us for such losses, damages and costs.

### 13. General

#### **Agreement and waiver**

Our failure to enforce any right or provision under these Membership Terms and Conditions shall not constitute a waiver of that right or provision.

If any provision of these Membership Terms and Conditions is determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of these Membership Terms and Conditions shall remain in full force and effect.

These Membership Terms and Conditions (including our **Privacy Policy**) constitute the entire and only agreement between you and us and supersede any prior or other understandings, representations or warranties. You acknowledge that by ticking the tick box on the registration page to become a member, you are confirming that you have read, understood and agree to these Membership Terms and Conditions (which include our **Privacy Policy**).

#### **Service Change**

We reserve the right to change, suspend or discontinue any content or services included in or accessible via this site without any notice and without any liability to you.

#### **Governing Law**

These Membership Terms and Conditions and any issues arising under these Membership Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction to the courts of New South Wales, Australia.

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