



Thinkspot Insights Community Terms of use

These Terms of Use were last updated: November 29, 2013.

Welcome to the ThinkSpot website (www.thinkspot.com.au) (the "Site"). These are our Terms & Conditions for use of the Site which you may access in several ways, including but not limited to the web, PDAs and mobile phones. These Terms & Conditions apply whenever you access the Site, regardless of how you access the Site.

Use of this site

NewsLifeMedia Pty Limited ("NewsLifeMedia") is the owner and operator of this Site. Users of this Site ("Users") agree to be bound by these Terms & Conditions, which are subject to change at NewsLifeMedia's sole discretion. Your use of and access to this Site indicates your acceptance of these Terms & Conditions, as they exist at that time. The Privacy Policy of NewsLifeMedia forms part of these Terms of Use.

Membership

To become and to continue as a member of the Site ("Member"), you must:

- be aged 16 years or over;
- live in Australia;
- apply and be accepted for Membership;
- complete the Profiling Survey;
- have an active, permanent email address so as to receive, among other things, invitations to participate in research and the ThinkSpot newsletter;
- consent to receive emails from NewsLifeMedia in connection with ThinkSpot, including an email inviting you to participate in research and emails attaching ThinkSpot's newsletter; and
- participate in a survey at least once a year, not including the Profiling Survey.

Membership is not transferable.

By becoming a Member, you agree to NewsLifeMedia using your personal information as contemplated by these Terms of Use.

Quarterly prize draws

NewsLifeMedia may enter your name in the Site's regular prize draws and other competitions that may be offered to Members.

Each competition run by NewsLifeMedia in connection with ThinkSpot will be subject to specific terms and conditions, which will be published on the Site at that time.



Where you win a prize in any competition conducted by NewsLifeMedia in connection with ThinkSpot, NewsLifeMedia may publish your name on the Site and elsewhere.

All tax liabilities and other duties arising from winning a prize in any competition conducted by NewsLifeMedia in connection with ThinkSpot are your sole responsibility.

NewsLifeMedia gives no warranty or assurance in relation to such tax or other duties.

Termination

NewsLifeMedia may suspend or terminate all or any part of ThinkSpot (including the Site) at any time.

A Member may cancel Membership by clicking the Unsubscribe option at the bottom of any email you receive from ThinkSpot or by logging into the ThinkSpot website, viewing the 'Update User Info' screen and clicking the Unsubscribe option.

NewsLifeMedia may suspend, cancel or terminate a Membership, at any time and with immediate effect if in NewsLifeMedia's opinion, the Member no longer complies with the ongoing requirements as stated above or because NewsLifeMedia reasonably believes that the Member has, has intended or intends to breach any of these Terms of Use or interfere with the normal operation of the Site or any other activities of NewsLifeMedia.

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In respect of providing information you agree that you will not post, transmit or otherwise publish on the Site or to the Site servers any material that:

1. restricts or inhibits any other user from using or enjoying the Content on the website;
2. is unlawful, threatening, libellous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist or indecent or any other material of a similar nature, including without limitation any transmissions that would constitute, or that encourage conduct that would constitute, a criminal offence, give rise to civil liability, or infringe any applicable laws;
3. violates or infringes the rights of any other person, including material which is an invasion of any privacy rights or which is protected by copyright, trademark or any other proprietary right, without first obtaining permission from the owner;
4. contains a virus, worm, Trojan Horse or other harmful or destructive component(s) or device(s) that has a negative impact on the normal operation and use of the website, it's servers and the Content thereon;
5. contains any promotional material or advertising; or
6. constitutes or contains false or misleading statements.

You indemnify NewsLifeMedia against any and all legal fees, damages and other expenses that may be incurred by NewsLifeMedia as a result of a breach of this section titled "User content".



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You indemnify NewsLifeMedia and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of the Site.

Governing law and other matters

These Terms & Condition shall be governed by and interpreted in accordance with the laws of New South Wales. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement, which will continue in full force and effect. All rights not expressly granted herein are reserved.

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