



## Terms and Conditions

The Gather by Woolworths Group program (**Program**) is a market research program which Woolworths Group Limited (**Gather, we, us**) operates throughout Australia to gain insights into our brands and services. We also operate the Program on behalf of our third party partner Endeavour Group Limited (**Endeavour**) which owns and operates Dan Murphy's, BWS and the loyalty program My Dan's.

By registering to join as a member of the Program research panel (**Panel**), responding to surveys or using or attempting to collect, access or enjoy any benefits offered as part of the Program, you agree that these Terms and Conditions (**T&Cs**) will apply to you in respect of the Program.

**These T&Cs are important and you should read them fully. But there are some specific terms we wanted to make you aware of. These are set out below.**

- *Woolworths may change, suspend or terminate these T&Cs at any time, including the Program itself (see clauses 14 and 15 for more details).*
- *To the extent permitted by law and without limiting your consumer law rights: (i) Woolworths will not be liable to you in any way for any cause in connection with certain matters including any of Woolworths' acts, errors or omissions in providing surveys or benefits, and any suspension or termination of the Program; and (ii) Woolworths' liability is limited to the costs of resupply or repair, or repairing the good or service supplied or reinstating any benefits offered as part of the Program (see clause 15 and 16 for more details).*

The Program follows the guidelines prescribed by the Australian Market & Social Research Society's Code of Professional Behaviour and the Market & Social Research Privacy Principles. For more information on this code of practice please visit the following website at [www.amsrs.com.au](http://www.amsrs.com.au) or by contacting Gather at the following email address [support@woolworthsgroupgather.com.au](mailto:support@woolworthsgroupgather.com.au)

### Important contact details

If you have any concerns about our Panel or Terms and Conditions please email [support@woolworthsgroupgather.com.au](mailto:support@woolworthsgroupgather.com.au).

If you would like to complain about a breach of the Australian Privacy Principles, access the personal information held by the Program about you or correct any information, please contact [privacy@woolworths.com.au](mailto:privacy@woolworths.com.au).

1. To become a member of the Panel, you must be an individual (not a business), 18 years or older and have a current Australian residential address.

2. An individual, unique email address can only be linked to one (1) Panel member's account. Once you have received your registration email, you must click on the link and follow the prompts to complete your registration. Each member may only have one Panel account.

3. As a member of the Panel, you are expected to participate in a positive and constructive manner and provide valid feedback that is truthful and accurate (**Panel Behaviour Guidelines**). If we feel your behaviour contravenes the Panel Behaviour Guidelines or the spirit of the Program we may, in our absolute discretion, suspend your account and/or remove you from the Panel.

4. The information we collect from you, including but not limited to personal information such as your name, email address, gender, postcode and state of residence, are used for matching you with the appropriate surveys. If you do not provide us with the information requested, you may not be able to become a Panel member or participate in surveys.

5. We collect personal information for research purposes only. Your personal information is never disclosed to our third party research clients without your express consent, however, you agree we may disclose your survey responses on an anonymised basis to such clients. All personal information will be treated in accordance with the [Woolworths Group Privacy Policy](#).

6. We may also disclose your personal information to Endeavour for the purpose of providing Endeavour with research services and access to the Program. For details on how Endeavour manages your personal information, please see its [Endeavour Privacy Policy](#). You should only agree to these Program Terms and Conditions if you are comfortable for Gather to disclose your information to Endeavour.

7. From time to time we may ask you questions that relate to sensitive personal information. You will be provided with the option of choosing not to answer such questions. Sensitive personal information means information or an opinion about an identified individual's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health. We do not share any sensitive personal information unless required by law, however, you agree we

may disclose your survey responses on an anonymised basis to our research clients.

8. From time to time we may request information from you about your household and family. By agreeing to these Program Terms and Conditions, you confirm that you have obtained the appropriate consent from relevant members of your household to provide personal information to Gather on their behalf. We may ask that you provide evidence of such consent.

9. From time to time the Program will run competitions for the members of the Panel. In order to participate in a competition you may be requested to accept the terms and conditions associated with that competition.

10. We may communicate with you about the Program and other Woolworths Group Limited brands and programs. We may also communicate with you about our partner brands and programs including but not limited to Endeavour brands (i.e. My Dan's, BWS and Dan Murphys). This includes sending you surveys (including about our partners, other Woolworths Group Limited brands, Endeavour brands and your own shopping behaviours), vouchers and other benefits, plus asking you for your valuable feedback on the Program and Panel itself. Unless you have opted out, you agree to us communicating with you via various channels and media (including by email, SMS, phone, mail, app notifications and by advertising on certain websites and social media). As part of the Program, we only want to send you messages that you are happy to receive, and we try to do our best to make sure our messages and surveys are relevant to you. However, we understand you may want to opt out of receiving certain types of promotional messages sent by Gather. You can do this by clicking unsubscribe in any survey or emailing us at [support@woolworthsgroupgather.com.au](mailto:support@woolworthsgroupgather.com.au) with the email address you want unsubscribed. Please note this will not opt you out of receiving other communications from Woolworths Group Limited or Endeavour Group Limited such as communications from Woolworths Supermarkets, Everyday Rewards, My Dans, BWS and other Woolworths Group partners that you agreed to receive communications from independently of the Program. If you would like to opt out of receiving messages from other Woolworths brands or programs, Endeavour brands or programs or from our partners, please follow the opt out facilities in their communications or other opt out options set out in their terms and conditions.

11. If you opt out of receiving commercial electronic messages sent by Gather, you will still continue to receive information we are required by law to provide or factual information directly relevant to the Program. This includes, for example, messages relating to changes to your account, forgotten passwords and the Woolworths Group Privacy Policy.

12. If you wish to update where we send the above communications to you, you can update your contact details by emailing us at [support@woolworthsgrouppgather.com.au](mailto:support@woolworthsgrouppgather.com.au). Please note that if you update your contact details, it may take up to 5 business days before communications we send to you change from your previous contact details to your updated contact details.

13. You can leave the Panel at any time by sending an email to [support@woolworthsgrouppgather.com.au](mailto:support@woolworthsgrouppgather.com.au) asking to be removed from the Program. If you leave the Panel and Program, this section will continue to apply for 5 business days after your request to leave has been received.

14. **We may change, suspend or terminate these T&Cs** at any time. Please visit this page periodically to check for updates. Where we change the T&Cs, a copy of the revised T&Cs can be obtained by emailing us at [support@woolworthsgrouppgather.com.au](mailto:support@woolworthsgrouppgather.com.au). Your continued participation in the Program after the date of any changes will constitute your acceptance of all of the changes.

15. You acknowledge and agree that there may be:

- delay in issuing you with, or non-issue to you of, any surveys or benefits offered as part of the Program;
- acts, errors or omissions by us in the course of providing surveys or benefits offered as part of the Program (including as referred to in these T&Cs);
- loss, theft or damage to any documentation or goods in the course of the posting or delivery of that documentation or good to you; or
- a suspension and/or termination of the Program, including the ability for Panel members to respond to surveys and enter competitions

and to the maximum extent permitted by law (and provided that nothing in these T&Cs limits your rights under the Australian Consumer Law), we will not be liable to you in any way for any cause in connection with such matters.

16. You agree that any comments, suggestions or recommendations you may receive from us or others as part of the Program may not be suitable, accurate or complete and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with the Program, your reliance should be based solely on your own judgement, including as to the extent to which you should obtain or use any benefits offered as part of the Program.

17. Provided that nothing in these T&Cs limits your rights under the Australian Consumer Law, any liability we may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any goods or services supplied by us pursuant to these T&Cs, whether express or implied by statute, are excluded to the maximum extent permitted by law, and, where liability cannot be excluded (such as where the Australian Consumer Law applies), our liability to you will in all cases be limited to:

- the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods; or
- reinstating the benefits offered as part of the Program, in dispute.

18. The above limitation of liability in Woolworths Group Limited's favour also applies to related bodies corporate (as defined in the Corporations Act 2001 (Cth)) of Woolworths Group Limited.

### **More Information**

If you require any more information or have any complaints regarding the Program or the Panel, please contact us via email at [support@woolworthsgroupgather.com.au](mailto:support@woolworthsgroupgather.com.au).