



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 and New Zealand.

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 and will provide prior notice where, in Woolworths' reasonable opinion, this may have a material detrimental impact on you (see clause 12 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 clauses 15 and 16 for more details).

The Program follows the guidelines prescribed by the Research Society's Code of Professional Behaviour and Privacy & Data Protection Principles. For more information on this code of practice please visit the following website at <https://www.researchsociety.com.au/> or by contacting Gather at the following email address 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

If you have any concerns about our privacy policy, please contact privacy@woolworths.com.au if you reside in Australia, or privacyofficer@woolworths.co.nz if you reside in New Zealand.

To become a member of the Panel, you must be an individual (not a business), 18 years or older and have a current Australian or New Zealand residential address (depending on which country's Program you are applying for), and have received an invitation from the Program to join. You cannot be an employee of Woolworths Group Limited, Endeavour Group Limited or either organisation's related bodies corporate (as defined in the Corporations Act 2001 (Cth)).

1. An individual, unique email address can only be linked to one (1) Panel member's account. Each member may only have one Panel account. If you choose to use a workplace email address for your Panel account or to participate in the Program, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.
2. As a member of the Panel, you are expected to participate in a collaborative 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.
3. 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.
4. If you reside in New Zealand, your personal information is disclosed to our third party research client; Camorra Research Limited (NZ Company Number 1522072) who provides certain services to us in relation to the surveys.
5. Your personal information is never disclosed to other 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](#) (if you reside in Australia) or the [Woolworths NZ Privacy Policy](#) (if you reside in New Zealand).
6. 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 except where an answer to this question is needed to ensure we provide you with appropriate products or goods as part of the Program.

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.

7. 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.
8. We may communicate with you about the Program, our partners and other Woolworths Group brands and programs. This includes sending you surveys (including about our partners, other Woolworths Group 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 that we send you. You can do this by clicking unsubscribe in any survey or emailing us at support@woolworthsgroupgather.com.au with your email address you want unsubscribed. Please note this will not opt you out of receiving other communications from Woolworths Group such as communications from Woolworths Supermarkets, Everyday Rewards and its 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 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.
9. There are, however, some messages that we must be able to send you. These include, for example, messages relating to changes to your account, forgotten passwords, updates to our T&Cs and the applicable Woolworths (Australian or New Zealand) Privacy Policy.
10. If you wish to update where we send the above communications to you, you can update your contact details by emailing us at support@woolworthsgroupgather.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.

11. You can leave the Panel at any time by sending an email to support@woolworthsgrouppgather.com.au asking to be removed from the Program. If you leave the Panel and Program, our rights to communicate to you under clauses 8 and 9 will continue to apply for 5 business days after your request to leave has been received.
12. **We may change, suspend or terminate these T&Cs** at any time and will provide prior notice where, in our reasonable opinion, such changes will have a material detrimental impact on you. 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. Your continued participation in the Program after the date of any changes will constitute your acceptance of all of the changes.
13. 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); 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, or the New Zealand Fair Trading Act or Consumer Guarantees Act, as applicable), we will not be liable to you in any way for any cause in connection with such matters.
14. 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. If you intend to rely on anything in connection with the Program, your reliance should be based on your own judgement, including as to the extent to which you should obtain or use any benefits offered as part of the Program.
15. Provided that nothing in these T&Cs limits your rights under the Australian Consumer Law or the New Zealand Fair Trading Act (as applicable) , 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 or New Zealand Fair Trading Act or Consumer Guarantees Act 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.

16. The above limitation of liability in Woolworths Group's favour also applies to related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) of Woolworths Group to the extent such related bodies corporate are providing goods or services in connection with the Program.

17. If you are signing up to the Program as a representative of your workplace or answering questions or providing any information related to or about your workplace as part of the Program:

- you warrant that you are a duly authorised representative of your workplace;
- you acknowledge you are responsible for any information you provide to us as part of the Program that is related to or about your workplace and have the necessary, current and valid authority to provide such information;
- you are responsible for complying with all applicable laws, policies, procedures, regulations and limitations which may apply to you as an employee of your workplace; and
- you may not need an Everyday Rewards card or My Dan's card to sign up to the Program but instead may require a valid email address linked to an active Woolworths at Work account.

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