

## **App Survey Panel Terms and Conditions**

### **Acceptance of our terms**

The AA Smartfuel App Survey Panel is a service owned and created by Pureprofile on behalf of AA Smartfuel.

For the purposes of this policy the AA Smartfuel App Survey Panel will be referred to as 'The Panel'.

These Terms of Service (“terms”) govern your access to and use of The Panel products, and services (“products”). Please read these Terms carefully; by accessing or using The Panel products, you agree to be bound by the below Terms and by the App Survey Panel Privacy Policy.

### **Registration**

1. To access and use The Panel, you must first login to your AA Smartfuel mobile app account. You'll also be asked to accept these terms as part of the process, access to the The Panel interface will only be granted once you accept these terms.
2. You are entirely responsible for all activities within The Panel made from your account. AA Smartfuel and Pureprofile are not liable for any loss or damage from any unauthorised use of your account.
3. Notify AA Smartfuel immediately of any unauthorised account use or any other security breach in your AA Smartfuel mobile app through the Contact Support page.
4. You may only register a single profile in The Panel via a single AA Smartfuel account. If you attempt to operate multiple accounts, AA Smartfuel and Pureprofile have the right to suspend or close any and all of these accounts without notice and to ban you from using The Panel. In the event that your account(s) is closed pursuant to this clause, you forfeit any rewards that you have accrued.

### **Your privacy**

Privacy is an essential element of The Panel. AA Smartfuel and Pureprofile are committed to protecting the privacy of all users. Pureprofile use advanced technology and follow best practice standards to protect your privacy. For complete details on how AA Smartfuel and Pureprofile protect your privacy, consult the App Survey Panel Privacy Policy.

### **Your profile**

- When you enter into The Panel, you'll be given the opportunity to create an online profile. Pureprofile will repeat these questions at set intervals to ensure your profile is always up to date. Conditional to this agreement and all other terms and conditions contained on the site, should you wish to update, change or delete profile information at any time you can contact AA Smartfuel via [contact@aasmartfuel.co.nz](mailto:contact@aasmartfuel.co.nz) to take action.
- Pureprofile uses profile information to publish and deliver insights tailored to you, your interests and hobbies.
- Pureprofile use profile information in conjunction with information obtained from other sources such as web cookies, your IP address and geolocation software to match and deliver relevant activities to you through The Panel, to help detect and prevent

fraudulent activity, to maintain the data quality of activity responses and to improve and personalise your experience while using The Panel.

- Pureprofile don't disclose information provided by you while using The Panel to any business in a format that may allow you to be personally identified. Pureprofile may aggregate profile information with other members' profile information and allow businesses to access this grouped and de-identified information.

### **Insights**

1. Insights are collected and de-identified data from members' responses to profile questions. Insights may be launched or withdrawn without notice by Pureprofile, on their products or other media like their social media platforms.
2. You may share or publish the insights Pureprofile publish, but only for non-commercial use. You need prior written consent to use insight for the following purposes:
  - a. educational or research purposes; and
  - b. commercial use.
3. When you share or publish an insight with a non-commercial purpose, in any media, you agree that:
  - a. you will not misrepresent the information contained in the insight;
  - b. you will not share and/or publish the insight in any way that would bring Pureprofile, AA Smartfuel, the site or other application into disrepute;
  - c. you will not share and/or publish the insight on websites that:
    - i. contain unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane, indecent information or material; or
    - ii. promote, provide or offer unsuitable or inappropriate products or services, including but not limited to gambling, adult services and erotic products;
  - d. you will not share and/or publish the insight by using spam or spamming techniques.
  - e. all intellectual property in the insight is owned by Pureprofile.
4. To the extent the intellectual property in the insight vests in you, you agree that in consideration for Pureprofile granting you a personal right to use the insight, you grant Pureprofile license of the insight. This includes an irrevocable, perpetual, exclusive, fully-paid up, royalty-free, worldwide right and license, with the right to sublicense, use, reproduce, display, perform, create derivative works of, distribute and otherwise exploit that intellectual property in the insights.

### **Feed activities**

1. You may receive invitations to various activities in The Panel feed. You may either accept or skip them. If you accept an activity, you will be taken to a starting page. If you skip it, you will be shown the next available activity in your feed.
2. Unless expressly indicated otherwise, the content of activities does not originate from Pureprofile or AA Smartfuel, and the inclusion of any particular content does not constitute a recommendation or endorsement of that content by Pureprofile, AA Smartfuel, our directors or employees.
3. We make no express or implied guarantee or warranty about the nature, suitability or authenticity of activity content, or any offer contained in an activity.

4. We make no express or implied guarantee or warranty about the number of activities you will be invited to participate in.
5. Pureprofile and AA Smartfuel are not liable for any damage or loss caused by activities or the acceptance of any offer contained in an activity.

### **Data Quality**

1. To ensure The Panel accesses high quality data, Pureprofile have put in place a number of quality control measures to ensure response data meets and exceeds industry standards and best practice.
2. For each activity Pureprofile conduct, the following data quality checks are verified:
  - a. all open ended answers are checked for:
    - i. offensive or inappropriate language; and
    - ii. incomprehensible free text responses such as 'qwfwfwfwf';
  - b. the time taken for you to complete the activity will be checked against the estimated completion time for that activity; and
  - c. all responses will be checked for inconsistent or inaccurate answers, which can include (but are not limited to):
    - i. responses which contradict other responses you have submitted during an activity;
    - ii. responses which contradict information in your profile;
    - iii. responses which fail logic or trick testing within an activity;
    - iv. selecting all answers in a multi-response question to qualify for an activity; and
    - v. for grid style questions, selecting all answers in a column or row, or selecting answers in a diagonal pattern.
3. You must not provide information in your profile that is, or responses in any activity that are:
  - a. offensive or inappropriate;
  - b. Incomprehensible;
  - c. rushed or ill-thought out;
  - d. inconsistent and/or inaccurate; or
  - e. in a language other than the primary language of your country of registration.
4. If you are found to have breached any of the terms of this section, Pureprofile may:
  - a. deduct any rewards you received for any related activity from your personal account balance;
  - b. block you from receiving further activities;
  - c. prevent you from using The Panel, aspects of the site, or platform; and
  - d. close your personal account.

### **Earning Rewards**

1. You can earn rewards in the form of AA Smartfuel discounts by participating in surveys in The Panel-
2. To become entitled for a reward when participating in an activity;
  - a. the information in your profile must match the targeting criteria for the activity;
  - b. the end date for the activity must not have passed; and
  - c. you must:
    - i. view and accept the invitation for the activity;
    - ii. answer all questions asked; and

- iii. reach the final page at the conclusion of the activity and follow any instructions on that page.
3. Pureprofile, AA Smartfuel, nor a business will be liable for any loss or damage arising from you receiving an invitation or activity after the activity end date.
4. Pureprofile store a record of any rewards you earn through interaction with The Panel
5. Pureprofile and AA Smartfuel may debit or credit your account balance in The Panel at any time and without notice, to rectify any credits made to, or debits from, your account balance which were caused by human error, technological error or any other mistake or systems failure.
6. If you wish to dispute a reward, you should contact Pureprofile and describe the nature of the discrepancy. Pureprofile will notify you of the results of any investigation and any determination made by them is final (without affecting any of your statutory rights).

### **Communications**

1. AA Smartfuel may contact you without offering a reward by making verifications of your account and profile information, for customer service issues and to confirm some personal account activity.
2. Pureprofile may also contact you on third party websites through targeted advertising, using the anonymised details you provide.

### **Your conduct**

1. You must not use The Panel for any purpose that is unlawful, or prohibited by this agreement or any other terms, conditions or notices appearing anywhere on The Panel. Particularly, you must not:
  - a. copy material that is made available on the platform by third parties and reproduce or publish it.
  - b. use, post or transmit any:
    - i. unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information, language or material;
    - ii. communication that may either constitute or encourage conduct that is a criminal offence or may give rise to civil liability, or otherwise violate any applicable law;
    - iii. information or material which damages our reputation or the reputation of any business, or which we consider as likely to damage the reputation of AA Smartfuel, Pureprofile or the reputation of any business;
    - iv. material which violates or infringes the rights of any person, including but not limited to the rights of privacy, copyright, trademarks, patents, confidentiality and any other intellectual property, personal or proprietary rights;
    - v. material of any kind which contains or elicits a computer or software corruption, virus or other harmful component; or
    - vi. communication that contains promotional or advertising material;
  - c. impersonate any person or entity;
  - d. exploit any material on the network for a commercial purpose;
  - e. use The Panel, the site or platform to send spam; or

- f. use The Panel, the site or platform to send to engage in any other forms of internet abuse, including:
    - i. tampering, hacking, spoofing or using robots or scripts; or
    - ii. copying, distributing, modifying or otherwise interfering with the administration, security or proper and intended function of any part of The Panel.
2. If you are found to have committed any of the above acts your personal account will be closed and you may be prosecuted for any damage, loss or expense directly or indirectly caused by your actions. While Pureprofile and AA Smartfuel are not obligated to supervise your use of The Panel, Pureprofile and AA Smartfuel reserve the right to monitor the site and retain and disclose all information necessary to satisfy any applicable law, regulation, legal process or government request.

### **No offer of information, products or service**

1. Unless expressly indicated, any offer for information, products or services you may receive through The Panel or any activities is not an offer by Pureprofile or AA Smartfuel. Pureprofile and AA Smartfuel make no warranties or representations of any kind in relation to, and are not responsible for the accuracy, completeness, authenticity, reliability or suitability of any information contained in an activity or on The Panel.
2. It is the responsibility of the business offering the information, product or service to ensure its accuracy, completeness, authenticity, reliability or suitability. Pureprofile and AA Smartfuel are not liable for any loss or damage that results from your, or anybody else's, reliance on the information, products or services provided or promoted by a business or any other person.
3. By making information, products or services accessible through the platform, Pureprofile and AA Smartfuel are not soliciting any person to use such information, products or services in jurisdictions where this would be illegal.

### **No Warranties**

1. Unless otherwise stated, the site and platform are provided on an 'as-is' basis without any express or implied warranties or guarantees.

### **Liability and indemnity**

1. You agree and accept that The Panel, including Pureprofile's and AA Smartfuel's related bodies corporate, licensors, officers, directors and employees, are not liable for any loss or damage that results from:
  - a. your interaction with The Panel;
  - b. your use of or access to, or any inability to use or access The Panel;
  - c. unauthorised access or alterations made to your communications, transmissions or profile information; or
  - d. statements or conduct of any third party on The Panel, the site, platform or through any application.
2. You agree to indemnify Pureprofile and AA Smartfuel, our parents, subsidiaries, affiliated organisations and their directors, officers and employees, from any claim or demand, including reasonable legal fees, made by a third party, caused by or arising

from your use of The Panel, the platform, site or a violation of these Terms of Service by you.

## **General**

1. All questions or disputes relating to The Panel or any part of this agreement should be submitted to AA Smartfuel. AA Smartfuel will endeavour to resolve any disputes expeditiously. All interpretations of the Terms of Service shall be at Pureprofile's discretion and any determination that they make in relation to an issue is final. In the event that Pureprofile make an error, such error is not a breach of this agreement.
2. If you're found to have breached any part of this agreement, AA Smartfuel or Pureprofile may suspend and/or close your personal account. In the event of any such closure, the balance of rewards in your personal account at the time it is closed will be forfeited.
3. If any part of this agreement becomes, or is found to be illegal, invalid or unenforceable, it will not affect the operation of the remainder of this agreement.
4. Due to the constantly evolving nature of The Panel and the site, platform, profile and activities, Pureprofile and AA Smartfuel reserve the right to add to, change or remove any part of the platform, site or this agreement at any time. These changes may be made without notification and you agree that it's your responsibility to remain updated and aware of the terms of this agreement and other aspects of the platform and site.
5. Pureprofile and AA Smartfuel have no control over the content on websites hyperlinked from the site, the platform or an application. Pureprofile and AA Smartfuel make no express or implied warranties in relation to the content of these sites, including the accuracy, completeness, reliability or suitability of the site for any particular purpose. This includes a hyperlink on the site, platform or in an application. Pureprofile and AA Smartfuel are not liable for any loss or damage that may result from your use of hyperlinks in the site, platform or applications or any loss or damage caused by your use or reliance on any website via a hyperlink.
6. This agreement, access to and use of The Panel, the site and platform and the terms of any disclaimer of warranties and liability are governed by the laws of New Zealand.