



TERMS OF USE

eBay Your Say is a voluntary online research community established by eBay International AG (“eBay”) and operated by Enhance Management Pty Limited trading as Enhance Research ABN 67 074 335 381 (“Enhance Research”). By using www.ebayyoursay.com.au (“Site”), completing an eBay Your Say membership application, participating as an eBay Your Say member, or otherwise participating in eBay Your Say you agree to be bound by these Terms of Use.

1. Membership

1.1. To become an eBay Your Say member, you must:

- 1.1.1. Be 18 years of age or older;
- 1.1.2. Be a registered eBay user;
- 1.1.3. Live in Australia;
- 1.1.4. Read and agree to these Terms of Use;
- 1.1.5. Have a valid email address;
- 1.1.6. Complete a membership application, which includes a questionnaire.

1.2. eBay or Enhance Research on eBay’s behalf (“We, our or us”) may accept or reject a membership application at our discretion and without giving reasons.

1.3. You may reapply if your membership application is unsuccessful.

1.4. Membership is limited and is non-transferable.

1.5. To remain an eBay Your Say member, you must participate in at least one (1) eBay Your Say activity in a six (6) month period. These include surveys, opinion polls, discussion forums, focus groups, quick polls and other activities available on the Site.

2. Acknowledgements

2.1. By submitting a membership application for eBay Your say, you acknowledge that:

- 2.1.1. You have read and agree to be bound by these Terms of Use.
- 2.1.2. Your participation in eBay Your Say is voluntary.
- 2.1.3. You consent to receive emails from us.
- 2.1.4. You consent to Enhance Research collecting, handling, and using your personal information in accordance with its privacy policy and as set out in these Terms of Use.
- 2.1.5. Any intellectual property that arises out of, or in connection with, your participation in eBay Your Say remains the property of eBay.
- 2.1.6. The information in your membership application is true and correct.
- 2.1.7. You will not to reproduce, copy, sell, trade, re-sell, or exploit for any commercial purpose your use of, or access to the Site including content, advertisements, or source code.
- 2.1.8. Copyright, trademarks and all other intellectual property rights in relation to eBay, the Site and eBay Your Say (including the Site, copy, images, logos, graphics, indicia, text and content) is owned and belongs to eBay.
- 2.1.9. The name of eBay or any other trademarks or logos appearing in the Site may not be used in advertising or publicity pertaining to distribution of this information.

3. Your conduct

3.1. You are responsible for all content that you upload, post, email and submit to us or the Site.

3.2. You agree not to use the Site or your membership of eBay Your Say:

3.2.1. For any unlawful activities.

3.2.2. To act in manner that breaches these Terms of Use or negatively affects the Site.

3.2.3. To post or transmit any information or data that we consider to be:

3.2.3.1. in breach of any intellectual property, privacy, publicity or other rights; or

3.2.3.2. obscene, derogatory, fraudulent, indecent, harmful, harassing, threatening, abusive, defamatory, vulgar, pornographic, sexually inappropriate, hateful, ethnically, racially or otherwise objectionable, unsuitable for publication;

3.2.3.3. offensive to any person, or which prevents others from using the Site; or

3.2.3.4. a threat to eBay's relationship with its customers, suppliers or partners.

3.2.4. To conduct surveys, contests, send spam, junk email, direct marketing communications, promotional materials, or linking to any unauthorized or unsolicited advertising, or any other unsolicited messages commercial or otherwise.

3.2.5. Tampering with or making any modifications to the Site.

3.2.6. Impersonating any person or entity.

3.2.7. Creating a false identity.

3.2.8. Knowingly providing registration information that is not truthful.

3.2.9. Gaining access to the Site using another person's name or entity.

3.2.10. Gaining unauthorized access to the Site.

3.2.11. Collecting information about others without their consent including email addresses.

3.3. If you breach the Terms of Use, we may exercise our discretion under 6.1.

4. Intellectual Property

4.1. You represent and warrant that:

4.1.1. Your submissions to the Site are owned or controlled by you or all of the rights to the content submitted are owned or controlled by you. Alternatively, if the content submitted is not owned by you, you have received and obtained permission from the owner of the content. You agree to indemnify eBay in respect of any loss that it suffers if you have not done so.

4.1.2. any intellectual property that arises out of or in connection with your participation in eBay Your Say (through the Site or otherwise) and the eBay Your Say Activities remains the property of eBay and you are not entitled to any compensation or reimbursement of any kind from eBay.

4.2. We have the right to:

4.2.1. Decline to publish your submissions to the Site or remove any of it in its absolute discretion it considers to be inappropriate for any reason.

4.2.2. Contact you directly by telephone, post, or electronically about your submissions, eBay special offers and current or new eBay products or eBay services.

4.2.3. Monitor the use of the Site by you and to store and disclose any information collected to ensure your compliance of these Terms of Use.

4.2.4. Destroy, remove, delete, retain, or use any of your Material. eBay is not obligated to return any Material to you.

5. Privacy Notice

- 5.1. Enhance Research will be collecting personal information about you as part of eBay Your Say for the purpose of conducting market research and improving www.eBay.com.au and other eBay sites through your comments, feedback, and behaviour (“**Purpose**”). Enhance Research will collect, handle and disclose your personal information in accordance with its privacy policy.
- 5.2. Your personal information will be used to the extent that it is related to the Purpose. For example, your responses to eBay Your Say Activities may be used for market research or combined with other members’ information to produce aggregated survey results. These results do not identify you individually. Your personal information may be used in ways related to the Purpose, including to improve marketing and promotional efforts, to analyse site usage, to improve content and product offerings and to customise the eBay website content, layout, and services.
- 5.3. To the extent that eBay collects, handles and discloses your personal information, eBay will only do so according to the [eBay.com.au Privacy Notice](http://pages.ebay.com.au/help/policies/privacy-policy.html), located at <http://pages.ebay.com.au/help/policies/privacy-policy.html>. As an existing eBay member we already collect, handle and disclose your personal information in accordance with this notice.
- 5.4. You can unsubscribe from eBay Your Say at any time by sending an email to support@ebayyoursay.com.au or by following the link to unsubscribe in eBay Your Say emails.

6. Moderation

- 6.1. eBay will take no responsibility for any comments to the Site posted by members. Comments posted on the Site will not be pre-moderated. eBay will remove any offensive or inappropriate comments at the first practical opportunity. eBay reserves the right to remove any comment or discussion thread deemed to be offensive or inappropriate.

7. Ending Membership or eBay Your Say

- 7.1. We may exercise our discretion to suspend, cancel or terminate:
 - 7.1.1.all or any part of eBay Your Say; or
 - 7.1.2.your membership of eBay Your Say.
- 7.2. If we exercise our discretion in accordance with 7.1:
 - 7.2.1.We may do so at any time and with immediate effect.
 - 7.2.2.We will notify you using the email address you provided to us as required by 1.1.5.
 - 7.2.3.We are not required to provide reasons.
 - 7.2.4.You will be restricted from using the Site and participating in eBay Your Say.
- 7.3. You agree eBay will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the Site.
- 7.4. If you no longer wish to participate in eBay Your Say, you can opt-out at any time by unsubscribing or by sending an email to support@eBayyoursay.com.au. If you unsubscribe, you will not be able to log into the Site and you will not receive emails from eBay Your Say. Your responses to some eBay Your Say activities will remain on the Site and personal information can be deleted if requested to do so via the “Contact Us” page on the Site.

8. Prize draw

- 8.1. Your name may be entered into the Registration Competition and Monthly Competition. These draws have terms and conditions by which you agree to be bound.
- 8.2. If you win a prize, you consent to your name being published on the Site the eBay Your Say newsletter and elsewhere.

9. Third Party Content

- 9.1. We may provide links to websites and content of a third party ("**Third Party Content**") on the Site. We do not control, endorse, or adopt any Third Party Content and make no representation or warranties of any kind regarding the Third Party Content including, but not limited to, its accuracy or completeness. You acknowledge and agree that we are not responsible or liable in any manner for any Third Party Content and we undertake no responsibility to update or review any Third Party Content.

10. General

- 10.1. These Terms of Use are governed by the laws of New South Wales. Any dispute in relation to these Terms of Use or eBay your Say is to be submitted to the non-exclusive jurisdiction of the Courts in NSW.
- 10.2. These Terms of Use may be changed or varied at any time without notice. Your continued use of the Site following the changes indicates your acceptance of those changes.

We are not liable to you for any loss you suffer in connection with or arising out of participating in eBay Your Say. For example, we are not liable for your costs of accessing the Site nor are we liable to you if you are exposed to content which you find objectionable, indecent or offensive.