

## **IAG Your Voice Online Community Member Agreement/Terms and Conditions**

In these terms:

- “we” or “IAG” means IAG New Zealand Limited
- “you” means you, the person that we have invited to participate in our Your Voice community surveys and discussion groups, or visiting our Your Voice Web site

The following terms and conditions ("Agreement") governs the use of the [www.iagyourvoice.co.nz](http://www.iagyourvoice.co.nz) Web site ("Your Voice community" or "Web site"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by the Your Voice community. Please read the terms contained in this Agreement carefully. You can access this Agreement any time at [www.iagyourvoice.co.nz](http://www.iagyourvoice.co.nz). **Your use of and/or registration on any aspect of the Your Voice community will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the Your Voice community.

In addition to reviewing this Agreement, please read our Privacy Policy:

**AMI:** <https://www.ami.co.nz/about/privacy-policy>

**State:** <https://www.state.co.nz/about/privacy-policy>

**NZI:** <http://www.nzi.co.nz/about-nzi/pages/privacy-policy.aspx>

Your use of the Your Voice community constitutes agreement to its terms and conditions as well. Please note Personal information collected on the site may be stored or processed in Singapore and you consent to any transfer of information outside New Zealand. If you do not want your personally identifiable information collected, please do not submit it to us. If you have already submitted this information and would like us to remove it from our records, please email [support@iagyourvoice.co.nz](mailto:support@iagyourvoice.co.nz). The IAG Your Voice terms and conditions only govern IAG Your Voice community. They do not alter or affect any other policies or terms and conditions that apply when IAG provides you or your organisation with insurance products or services.

### **Notification of Changes**

We may change or revise the terms and conditions in this Agreement from time to time by updating this posting. Please visit the terms and conditions area each time you visit the Web site to keep up to date with the current terms regarding your use of the Web site. Your use of the Web site reaffirms your continuing agreement to the then-current terms and conditions. Any future changes to these terms and conditions will be posted on the community Web site.

### **Your obligations**

Your invitation to participate in the Your Voice community is personal and non-transferable.

You or anyone in your household or immediate family cannot work for a marketing, market research, media, advertising or public relations firm, in politics or for another insurance provider, supplier or broker. For the avoidance of doubt, employees of IAG are eligible to participate in the Your Voice community.

You may not disclose to others any of the information that we disclose to you or any ideas or information that are generated in the community. Your community member name and password are for your use only. You may not disclose your password to any other person.

### **Membership**

In order to qualify as a member of Your Voice you must:

- (a) be a current customer of IAG or employee of IAG;
- (b) be at least 15 years old;
- (c) register online at <https://www.iagyourvoice.co.nz> (providing your full name, address and email address) and complete an introductory survey, which we will use to determine your suitability for the Your Voice research community;
- (d) not be excluded under the 'your obligations' section above; and
- (e) be accepted by IAG as an Your Voice community member.

### **Code of Conduct**

You agree not to upload, post or transmit to or distribute or otherwise publish through the Web site any materials which (i) restrict or inhibit any other user from using the Web site, or contain a virus or other harmful component, (ii) violate any laws or violate or infringe any rights of third parties (including copyright, trade mark, rights of privacy or publicity or any other proprietary right), (iii) are not appropriate or pertinent to the purpose of the Web site or are libelous, defamatory or offensive, (iv) could otherwise damage the reputation of IAG or its service providers, or (v) promote or endorse any competitor of IAG or its brands. IAG or its service providers own all copyright and other intellectual property rights in the Your Voice Web site and the information contained in it. Everything on the Your Voice Web site is copyrighted unless otherwise noted. You agree to abide by the copyrights, trade marks and other intellectual property and proprietary rights of us.

You agree to abide by these rules of conduct:

- Only those who are members of the community, or those who have been invited by IAG to participate in the community for a specific purpose may access it.
- You will only register for the Your Voice community once.
- Unless IAG otherwise instructs, you must keep confidential all information that we, other community members, and you share with the community.
- You agree not to use behavior that does not support a safe and comfortable environment for all members, or to engage in any commercial activity.

- You agree not to post any of the following: material that advocates illegal activity, advertising or any form of commercial solicitation, or copyright-protected files.
- You agree all information you supply to IAG is accurate and complete.
- You agree not to copy or download any material from the community.
- You warrant that you hold all intellectual property rights and proprietary rights to any information or materials submitted to the Web site.
- We have the right to use the ideas and information that you put forth in the community.
- You agree to receive emails from the Your Voice community regarding Your Voice community activities.

Your membership in and access to the Your Voice community is strictly at our discretion and may be revoked at any time without cause and without notice. You release us from any and all liability that may arise in connection with your use of the Your Voice community.

In the event that you do not qualify to become a Your Voice community member, personal information that you have provided to us during the registration process and in the introductory survey (such as your name, address and email address) will be deleted from the Your Voice database, but any aggregated information arising out of your participation in Your Voice surveys or discussions may still be kept, but you will not be identifiable.

IAG may use any personal information you have given to IAG in your capacity as an IAG customer and outside of Your Voice in accordance with the IAG Privacy Statement, including to send you communications from IAG (unless you have indicated otherwise).

### **Confidentiality**

The nature of the Your Voice community is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary.

Information provided by you via the Your Voice community (including information you provide in the joining questionnaire) will be collected and stored by IAG in accordance with the provisions of this agreement and the Privacy Policy, and such information will be disclosed to Vision Critical Communications Pty Limited.

### **Assignment**

You irrevocably assign to us all rights in any ideas or expressions of ideas that you provide to the community. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit to us through this Web site will become and remain our exclusive property, including any future rights associated with such submissions, even if the terms and conditions of this Agreement are later modified or terminated. This means that you disclaim any

proprietary rights in such submissions, and you acknowledge we have an unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. It also means that with the exception of your personal information, we have no obligation to keep your submissions confidential.

You further release and waive all claims against us with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the applicable laws. You agree to indemnify and hold us harmless from all claims, actions, damages, costs, judgments, penalties or expenses of any kind whatsoever (including reasonable attorneys' fees except as provided herein), which may be obtained against, suffered by, or imposed upon us and/or our officers, directors, agents or affiliates as a result of any claim for its use of any information you provide through the community that was proprietary, confidential or protected by the laws of any jurisdiction.

### **Ending your Your Voice membership**

You may end your Your Voice membership at any time by clicking on the "Unsubscribe" link at the bottom of your survey or online discussion invitations or by emailing [support@iagyourvoice.co.nz](mailto:support@iagyourvoice.co.nz) with "Request Remove" in the subject line.

Once you have unsubscribed from Imagined Better, any personal information (such as your name, address and email address) will be deleted from the Your Voice database and will not be used by IAG. Any aggregated information arising out of your participation in Your Voice surveys or discussions may still be kept but you will not be identifiable. Once you have unsubscribed from Your Voice, any personal information (such as your name, address and email address) will be deleted from the Your Voice database. Any aggregated information arising out of your participation in Your Voice surveys or discussions may still be kept but you will not be identifiable.

By ending your membership with Your Voice, you will be removed from the Your Voice mailing list. You agree that ending your membership with Your Voice does not affect your relationship with IAG as a customer of IAG and that IAG may continue to use any personal information you have given to IAG in your capacity as an IAG customer and outside of Your Voice in accordance with the IAG Privacy Statement, including to send you communications from IAG (unless you have indicated otherwise).

### **Links to Third Party Sites**

This Web site may contain links to other web sites for informational purposes and are not intended to suggest any affiliation with us unless expressly stated. The reliability, availability and performance of these other web sites are beyond our control, and we make no representations or warranties with respect to such web sites. We provide these links to you only as a convenience, and the inclusion of any link to such web sites does not imply endorsement, investigation or verification by us of those web sites. We reserve the right to terminate any link or linking program at any time. Any trade marks, copyright or other registered material or intellectual property of the web sites remain the property of their respective owners.

**No Duty To Monitor**

We are not responsible for content provided by others and are under no obligation to pre-screen content posted within the Your Voice community. We, however, retain the right to refuse to post, redact or delete any content for any reason whatsoever. Notwithstanding this right, we are not responsible for any failure or delay in removing material.

**Prize draw terms and conditions**

From time to time, IAG may offer prize competitions to members of the Your Voice community. The terms and conditions for any competition will be specified in the survey, online discussion, or invitation email.

**Participation in Online Surveys and Discussions**

As a member of Your Voice, IAG or one of our service providers working with IAG on the Your Voice community, may contact you from time to time to take part in market research surveys and discussions about IAG's products, services, marketing and ideas.

The online surveys and discussions you will be invited to participate in may be conducted by IAG, or other market research companies who have been engaged by IAG to conduct that survey or discussion on its behalf. By registering as a member of Your Voice, you consent to your personal information being treated and used in accordance with the IAG Your Voice Privacy Policy, which includes your personal information (such as your name and email address) and your responses to that survey or discussion may be collected, disclosed to and managed by such third parties for the purpose of administering and conducting research on behalf of IAG.

Any responses you provide will be aggregated with the responses of other participants. We will not disclose your individual responses in a manner that identifies you without your prior consent.

Your contribution and feedback is very important because it will help IAG to improve the products and services it offers to its customers. Your participation in IAG's market research surveys or online discussions is at your discretion.

**Warranty**

We do not represent or endorse the correctness, accuracy, reliability or any other aspect of advice, opinion, statement or other information distributed through the Your Voice community, and we reserve the right to remove any content from the community Web site that we deem inappropriate.

We and/or our agencies will endeavor to maintain the security and integrity of this Web site and its operation, but are not, and cannot be, responsible for the results of any defects that may exist in the Web site or its operation.

### **Limitation of Liability**

Except to the extent precluded by law under no circumstances shall we and/or our agencies be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or the inability to use, the Web site or any materials in this site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the Web site or information available in the Web site. We shall not be liable even if we or an authorised representative of ours has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

You agree to defend, indemnify and hold us and/or our agencies harmless from any claim or demand made by any third party against us due or arising out of your participation in the Your Voice community and/or any breach by you of the provisions of this agreement.

### **Governing law**

This Agreement and the use of the Web site are governed by and are to be interpreted in accordance with the laws of New Zealand.

### **Contact us**

If you have any questions about these terms and conditions or about the Your Voice community generally please contact us at [support@iagyourvoice.co.nz](mailto:support@iagyourvoice.co.nz).