

Terms of Use

Definitions - in these Terms of Use:

Seven Network means Seven Network (Operations) Limited (ABN 65 052 845 262)

Open Mic means the online research panel established by Seven Network for the purpose of surveying the opinions of Australians for market and social research purposes;

Member means a person who qualifies, has applied, and has been accepted for membership of Open Mic. Membership means Membership of Open Mic.

Establishment Survey means a survey of a potential Member's relevant personal details which an applicant must complete as a prerequisite to Membership and any update of those details that a Member is requested to provide by Seven Network from time to time; and

Website means the Open Mic website at <https://www.openmicpanel.com.au/> and any associated sites under the Open Mic Website (or any substitute site as notified to Members by Seven Network from time to time).

Terms of Use - these terms of use (**Terms of Use**) apply to your use of and access to Open Mic and the Website, your application for Membership and your ongoing Membership, if any. Before accessing or using the Website or applying for Membership you must read the Terms of Use and you must continue to comply with them at all times while you are a Member or using the Website. If you do not agree to comply with the Terms of Use you cannot and should not use the Website or apply to become a Member.

Age limits - if you are under the age of 18 you should review these Terms of Use with your parent or legal guardian and obtain their consent before using the Website or applying to become a Member. Seven Network reserves the right to require you, or your parent or legal guardian, to confirm your age and whether your parent or legal guardian provided their consent to your use of Open Mic or the Website or to you applying to becoming a Member.

Contact us - if you have any questions about these Terms of Use, Open Mic, the Website or Membership please contact us using the following details support@openmicpanel.com.au

Membership requirements - to be eligible to become and to remain a Member, you must:

- Be aged 14 years or over;
- Live in Australia;
- Apply for Membership;
- Complete the Establishment Survey;
- Have an active, permanent email address so as to receive, among other things, invitations to participate in research, the Open Mic newsletter and any other Open Mic Material (as defined below); and
- Participate in a survey at least once every year, in addition to the Establishment Survey.

Seven Network may accept or reject an application to be a Member at its absolute discretion and without giving you any reasons for its decision. Membership is not transferable.

By becoming a Member, you consent to receiving emails from Seven Network in connection with Open Mic, including Open Mic Material (as defined below). You may cease Membership at any time – see below.

Privacy - the Open Mic Privacy Statement (which is available [here](#)) forms part of these Terms of Use. You should read this Privacy Statement before using the Website or applying to become a Member. Any personal information you provide to Seven Network in respect of Open Mic will be handled by Seven Network in accordance with the Seven West Media Group's privacy policy, subject to any variances set out in the Open Mic Privacy Statement.

Membership details and passwords - if you become a Member Seven Network may give you a password or other log in details. You must make sure these details are kept confidential and not provided to any other person. You are responsible for anything done on the Website using your details. If you become aware of any unauthorised use of your details you must tell us as soon as possible after you find out. You must not licence, transfer, assign or sell your Membership details – if you attempt to do this Seven Network can block your access to the Website and terminate your Membership.

You must not publish or share Membership details, passwords or log in details on any public forum including, but not limited to blogs, chat rooms, forums or newspapers without prior written permission from Seven Network.

Website content and other material - the content on the Website or otherwise provided to you by Seven Network in connection with Open Mic (including things that you may see, read, hear, download or access on or via the Website or which are provided to you in any emails of newsletters) (**Open Mic Material**) is, as between you and Seven Network, the intellectual property of Seven Network. You may only use the Open Mic Material as directed by Seven Network and in no other way.

Suspension of Open Mic - Seven Network may, at Seven Network's absolute discretion, suspend or terminate all or any part of Open Mic or the Website or your access to Open Mic or the Website at any time.

Termination - you may cancel your Membership by clicking the unsubscribe link found at the bottom of messages sent to you by Open Mic or by logging into the Website and selecting unsubscribe from the update profile page.

Seven Network may, at Seven Network' absolute discretion, suspend, cancel or terminate your Membership, at any time and with immediate effect. Seven Network can do this at any time and for any reason, including if you do not comply with these Terms of Use or Seven Network finds you did not, or if you no longer satisfy, the requirements for Membership. Blocking your access to the Website or cancelling your Membership does not limit any rights Seven Network has under these Terms of Use, including in relation to the Submitted Material (as defined below).

Regular prize draws - once you are a Member and subsequently complete surveys, Seven Network may enter your name in Open Mic regular prize draws and other competitions that may be offered to Members.

Each competition run by Seven Network in connection with Open Mic will be subject to specific terms and conditions by which you agree to be bound. If you do not wish to participate in Member competitions and be bound by the competition terms and conditions please notify Seven Network.

Where you win a prize in any competition conducted by Seven Network in connection with Open Mic, Seven Network may publish your name in Open Mic newsletter, on the Open Mic Website, in The Australian newspaper and elsewhere.

Tax liabilities and other duties may arise from winning a prize in any competition conducted by Seven Network in connection with Open Mic. You should seek independent tax or financial advice prior to claiming a prize.

In order to receive any prize from Open Mic your Membership must be active at the close date of the competition.

Disclaimers - your use of Open Mic, the Website and any Open Mic Material is at your own risk and you cannot rely upon Open Mic, the Website or the Open Mic Material for any particular purpose (not communicated to you in writing).

Seven Network provides Open Mic, the Website, the Open Mic Material and Membership on an 'as is' and 'as available' basis and, regardless of any other statements in these Terms of Use, Seven Network

make no warranties or representations in relation to Open Mic, the Acorn Material, the Website or Membership, including:

- that your use of or access to, or inability to use or access, Open Mic, the Open Mic Material or the Website, that Open Mic, the Open Mic Material or the Website will be error free or free of viruses or harmful components or will work with all hardware or software;
- that any information on Open Mic or the Website, in Open Mic Material or otherwise provided to you in relation to Open Mic or the Website; or as a Member is accurate, complete or reliable; or o
- about the fitness for purpose of Open Mic, the Open Mic Material, the Website or any part of your Membership, if any.

Seven Network expressly disclaims and excludes any common law duty of care.

You should make and rely on your own enquires before accepting these Terms of Use or using Open Mic, the Open Mic Material or the Website or applying to become a Member or deciding to remain a Member.

Limitation of liability - Seven Network is not liable for any loss or damage suffered or incurred by you in or in connection with: your use of or access to Open Mic, the Open Mic Material or the Website; your application for Membership or your ongoing Membership, if any; any material you receive from Seven Network or your failure to receive any material from Open Mic, including the Open Mic Material; any third party's failure to comply with these Terms of Use.

Submitted Material - any information of other material you submit to Open Mic or otherwise through the Website (**Submitted Material**) will not be returned by Seven Network and no payment will be provided to you for any Submitted Material or Seven Network's use of any Submitted Material. Seven Network may use any Submitted Material for its market research purposes and otherwise in accordance with its Privacy Policy or as agreed with you. You should not submit any material which is not your own work or contains work belonging to a third party.

Links - Seven Network may include links to other websites, including third party websites, on the Website or in Open Mic Material. These links are provided solely for your information or because they may be of interest to you and for no other reason. Seven Network are not responsible for, and do not endorse, control or sponsor any such third-party web sites or any activities undertaken or goods and services provided on or through those web sites. You will need to review each such web site, including reviewing their terms and conditions and other policies, before using their site or providing them with any information about yourself.

Trade marks - "Open Mic" and "Seven Network" are trade marks of Seven Network. You cannot use these trademarks without Seven Network's prior written consent. Any other trade marks appearing on the Website, including the Vision Critical trade mark, are the property of their respective owners and cannot be used without their owner's prior written consent.

General - Open Mic or the Website may be affected by the laws in force in some jurisdictions. Any aspect of Open Mic or the Website that is affected by relevant law or government policy or direction will not operate or will only operate to the extent permitted by that relevant law or government policy or direction.

These Terms of Use may be changed or varied by Seven Network at any time without notice to you and with immediate effect. You should regularly check the Terms of Use, and any document that forms part of these Terms of Use, including the Privacy Statement, to ensure they have not changed.

Seven Network may have an agent, supplier or contractor carry out all or part of the Open Mic service in its absolute discretion.