



TERMS AND CONDITIONS FOR REGISTERING WITH THE MYPPOINT COMMUNITY PANEL

By registering with the MYPPOINT community panel you agree to the following:

1. REGISTRATION

1.1. When you register for the MYPPOINT community panel you agree to:

- 1.1.1. provide accurate, current and complete information about you as may be prompted by any registration forms;
- 1.1.2. maintain the security of your password and login credentials; and
- 1.1.3. maintain and promptly update the information you provide during registration, and any other information you provide to MYPPOINT, so as to keep it accurate, current and complete.

1.2. When you register for the MYPPOINT community panel the following information is needed from you:

- 1.2.1. full legal name
- 1.2.2. date of birth
- 1.2.3. address of your primary residence
- 1.2.4. country of residence
- 1.2.5. your cell phone number
- 1.2.6. working email address.

1.3. The more information you provide, the more you will be invited to take part in surveys and earn GRATUITY POINTS.

1.4. You may only have one registration and you agree that more than one registration would be deemed fraudulent.

1.5. MYPPOINT may request you to provide proof of identification and address.

2. ELIGIBILITY

Panel members must be persons 18 years of age or older and must reside in South Africa. No purchase is necessary. Panel membership is void where prohibited. Individual surveys may impose additional eligibility requirements identified in connection with the particular survey. By participating in the MYPPOINT Community Panel or any survey, you represent and warrant that you meet the applicable eligibility requirements and are in full compliance with these terms and conditions. In the event of your non-compliance, fraud or other inappropriate activity (as determined by MYPPOINT in its sole discretion), MYPPOINT may cancel or invalidate your participation or membership or your eligibility for any Rewards (defined below) or deny redemption of your GRATUITY POINTS. Use of automated entry devices or programs is strictly prohibited.

3. GRATUITY POINTS

- 3.1. GRATUITY POINTS that you accumulate will be valid for 24 months, notwithstanding clause 6, after which date you will no longer be able to convert your GRATUITY POINTS to rewards.
- 3.2. GRATUITY POINTS are awarded when you participate in an activity such as logging-in, taking part in surveys, updating your profile and other interactions with MYPOINT. GRATUITY POINTS will be credited as soon as you have completed an activity.
- 3.3. You will only be awarded GRATUITY POINTS once per survey. If you take part in a particular survey more than once and GRATUITY POINTS are awarded in error, these GRATUITY POINTS will be deducted from your MYPOINT account.
- 3.4. When you have accumulated a minimum of 2000 GRATUITY POINTS you can redeem them for a reward from the MYPOINT Reward Centre.

4. FEES

- 4.1. No fee is payable for participating in a survey.
- 4.2. You may not charge any other party fees for informing them of the existence of this panel, however you will receive GRATUITY POINTS for referring someone else to the MYPOINT Community Panel.

5. RULES FOR TAKING PART IN SURVEYS

- 5.1. To take part in surveys you must comply with this Agreement. If you do not comply with this Agreement or if you commit fraud then you may not be eligible to take part in further surveys and you may lose any gratuity points that you may have accumulated.
- 5.2. You agree to answer questions truthfully. If you do not answer questions truthfully you may be removed from the panel, and lose all the GRATUITY POINTS you have accumulated.
- 5.3. MYPOINT is under no obligation to offer any specific or minimum number of survey invitations.

6. TERMINATION

- 6.1. MYPOINT reserves the right to remove panel members at any time and at the discretion of the owners and/or management of MYPOINT.
- 6.2. If you have received three invitations in three months to take part in a survey and you have not taken part in any of them, then MYPOINT may, in its discretion, terminate your community panel membership. If you have any GRATUITY POINTS and your membership is terminated because of inactivity then outstanding GRATUITY POINTS will be forfeited. As a condition of membership, you hereby waive and release any and all claims against MYPOINT and its affiliates arising from or related to such membership termination or rewards expiration.

7. PRIZES

- 7.1. If prizes are offered, winners of prizes are selected using a random process - no discussion will be entered into regarding the allocation of prizes or rewards unless MYPOINT deems this appropriate.
- 7.2. You agree that your name may be made public in the event that you are selected in a prize draw.

8. LIMITATION OF LIABILITY

- 8.1. You will indemnify and hold harmless MYPOINT and all other providers who assist in panel operation against any costs, damages, expenses and liabilities (including, but not limited to, reasonable legal fees) arising out of or related to any user content, your use of the services or any content, your violation of this Agreement, or your violation of any rights of a third party.
- 8.2. You agree that MYPOINT, its agents and/or alliance partners cannot be held liable for failures in our systems, whether human, software or hardware; nor for any consequential damages or losses that you may incur.
- 8.3. You agree that MYPOINT, its agents and/or alliance partners cannot be held liable for failure of your own software/hardware, or general internet services; nor for any consequential damages or losses that you may incur.

9. THIRD PARTY CONTENT AND SHARING OF INFORMATION

- 9.1. You acknowledge that MYPOINT may provide links in surveys to third parties and that you will not hold MYPOINT liable for the content held by third parties. You will use such content at your own risk.
- 9.2. While clients conducting surveys have access to your personal profile information, they do not, have access to your name and contact details, nor is your name or contact details linked to any demographics or other profile data - unless you voluntarily provide this information to them in a survey.

10. PRIVACY

- 10.1. MYPOINT may collect information about you when you register and when you take part in surveys.
- 10.2. MY POINT'S Privacy Policy contains information about how MYPOINT collects, uses and discloses information it collects about you.

11. GENERAL

- 11.1. **Non-Use and Non-disclosure.** Information and content made available to you may contain trade secrets or confidential or proprietary information. You must not disclose to any other person any information and content that you

access or learn in connection with your participation in any survey. You must not use any such information or survey content for any purpose other than your participation in the survey. You agree to notify MYPOINT of any violations.

- 11.2. **Copyright and trademarks.** All survey content, along with all the contents of this site belong to MYPOINT. The name MYPOINT and logo are trademark protected.
- 11.3. **Changes.** All information posted on the site is subject to change without notice. This includes all aspects regarding the Panel, including, but not limited to, details about the GRATUITY POINT values and rewards. In addition, these Terms and Conditions may be changed at any time without prior notice. We will make such changes by posting them on the site and those who are affected by its terms are required to check website contents regularly to monitor changes.
- 11.4. **Governing law.** The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.