

TOMORROW SHOPPER – TERMS AND CONDITIONS

Terms of Access and Use

1. The Tomorrow Shopper program is owned by Woolworths New Zealand Limited (“**WWNZ**”). WWNZ has engaged Camorra Research Limited, an incorporated company in New Zealand having its registered office at PO Box 20116, Glen Eden, Auckland 0641, New Zealand (“**Camorra**”) to operate the website, tomorrow-shopper.co.nz (“**Site**”), on WWNZ’s behalf. The Site is operated and maintained by Camorra and Camorra also provide certain services to WWNZ in relation to the Surveys (as defined below).
2. By registering as a member (“**Member**”) of the Tomorrow Shopper online research panel (“**Panel**”), participating in the Panel and / or by otherwise viewing or using the Site, you agree to be bound by the following terms and conditions (“**Terms**”) and our [Privacy Policy](#).
3. In these Terms, “**we**” / “**us**” means WWNZ and, where applicable, its employees, officers, agents, contractors and affiliates, and “**you**” / “**your**” means a Member or any person viewing or using the Site.

Membership

4. There may only be one Member account per email address.
5. You must enter accurate contact details and keep such details updated in the event of any change.
6. By registering as a Member, you confirm that you are an individual who is at least 18 years old.
7. We reserve the right to change these Terms at any time without notice. Any changes to these Terms will be posted to the Site. Your continued membership or use of the Site will constitute your acceptance of any changes to these Terms.
8. You may opt out of (or cancel) your membership at any time.
9. Registration as a Member is only open to residents of New Zealand.

Participation in Surveys and Prizes

10. Camorra will conduct online surveys and other market research related activities such as online forums and polls (together “**Surveys**”) on our behalf.
11. At the end of each calendar month, Camorra will give away prizes to qualifying Members, drawn at random by them.
12. To qualify for a prize draw, Members must have (within the calendar month of the prize draw): participated in a Survey; or registered as a Member for the first time; and in all cases otherwise complied with these Terms.
13. Winners will be contacted by email following completion of the prize draw. It is your responsibility to keep your email address updated and this can be done by emailing support@tomorrow-shopper.co.nz, otherwise you may not be able to be contacted. Winners may be required to show proof of identity (e.g. driver’s licence) and sign a declaration that they are the Member who participated prior to being awarded a prize.
14. In the event of a dispute over the prize draw process or the eligibility of a Member to claim a prize, our decision will be final and no correspondence will be entered into.
15. Prizes are not transferable or exchangeable.
16. In the event a prize is not claimed within one month of the winner being notified, the winning entry becomes null and void, and we reserve the right to select another winner.
17. All prize winners must be in New Zealand to collect their prize.
18. By becoming a Member, you consent to the use of your name and photograph for promotional purposes. This use includes the publishing of your name if you win a prize.

Security

19. You are responsible for keeping your username and password to the Site confidential.
20. We will not permit:
 - a. any other person to register using your email address;
 - b. any other person to share your email address; or
 - c. any offensive words or word strings (we reserve the right to edit your details should we find any of your details offensive).

Intellectual Property and Copyright

21. The material contained in or comprising this Site (including all Surveys and Survey responses) is either our property or the property of our licensors. You must not use, disclose, reproduce, copy, distribute, modify (including reverse compiling), transmit, republish (including framing any part of this Site) or revise the contents of this Site without our prior written consent. Neither title to, or ownership of, any intellectual property rights in any material comprising the Site are transferred to you or any third party through your use of this Site.

Exclusion of Liability

22. To the fullest extent permitted by law, we will not be liable in contract, tort (including negligence) or otherwise for any direct or indirect, special, consequential or incidental damages or damages for loss of profits, loss of revenue, or loss of use, arising out of or in connection with your use of the Site or any website accessed from the Site, your participation in a Survey, or any failure by you to observe or comply with these Terms.

Termination

23. We reserve the right to terminate your membership for any reason whatsoever without notice. Termination of your membership will not affect:
 - a. any rights or remedies that may have accrued prior to termination; or
 - b. any clause of these Terms which is intended to survive termination.

Legal Effect

24. If any provision of this notice shall be unlawful, void or unenforceable for any reason, then that provision shall be deemed severable to the extent that it is unlawful, void or enforceable, but shall not affect the validity and enforceability of the remaining provisions.

General Governing law and jurisdiction

25. These Terms are governed by and interpreted in accordance with the laws of New Zealand and you irrevocably agree that the courts of New Zealand will (save as expressed in our [Privacy Policy](#)) have exclusive jurisdiction to settle any dispute which may arise in connection with these Terms.