

Survey Terms and Conditions:

The following terms and conditions apply to the completion of the Emma's Project survey undertaken by Australian Childhood Foundation ABN 28 057 044 514 (ACF, us, we):

1. Privacy

- a. The information collected about you when you participate in the survey will be treated in the strictest confidence and in accordance with all applicable laws, regulations and rules including those relating to privacy and personal information as well as our privacy policies.
- b. By providing your consent, you are agreeing to us collecting information about you for the purposes of this Project.
- c. If you decide to withdraw from participating in the survey by closing your web browser, we will not collect any more information from you. You can withdraw any time before you submit your responses to the survey, however, once your responses are submitted, they cannot be withdrawn. As the responses are anonymous, we will be unable to specifically identify your responses.
- d. Any information you provide us will be stored securely and we will only disclose it if we are required by law to release that information.

2. Use of Survey Information

- a. We promise that we will not try to sell you anything or pass the information you provide when completing the survey to any third parties for marketing or sales purposes.
- b. Your individual responses to the survey will remain confidential and will only be used grouped with other confidential responses, unless you explicitly consent otherwise.

3. Content of Survey Responses

Your survey responses must not:

- a. be defamatory, threatening, defamatory, racist, sexist, homophobic, abusive or otherwise unlawful;
- b. violate laws regarding harassment, discrimination, racial vilification, privacy or contempt;
- c. contain content that is illegal, for example, promoting or discussing illegal activities;
- d. be an infringement of intellectual property rights including copyright;
- e. be abusive, offensive or obscene;
- f. be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law);
- g. be inappropriate, off topic, repetitive or vexatious;
- h. infringe the privacy of any person;
- i. include personal information such as full names, phone numbers, locations, postal or email addresses unless you are responding to a request from us to participate in an interview;
- j. seek to endorse commercial products or services; or
- k. impersonate someone else.

4. Copyright

- a. Ownership of all survey answers received by ACF remains vested with you.
- b. In participating in the survey, you grant a permanent, irrevocable, royalty-free licence to allow ACF to use, reproduce, publish, adapt, perform or communicate to the public any of your survey answers on ACF website, including converting any of your survey answers into a different format.

5. Limitation of Liability

ACF:

- a. does not warrant that it will provide you with any services or products as a consequence of your participating in the survey; and
 - b. is not responsible or liable to any person for any loss, damage or injury (economic, consequential or otherwise) suffered or allegedly suffered as a result of the use of information provided to ACF in response to the survey, except for any liability which cannot be excluded by law.
6. Applicable Law

These Terms and Conditions are governed by the laws in force in New South Wales and the exclusive jurisdiction of the Australian courts exercising jurisdiction in New South Wales.