

INVESTOR TALK Research Panel Terms of Participation

This Agreement is between the User of the *INVESTOR TALK Research Panel* site (“you”) and BT (“BT”, “we”, “us” or “our”).

These terms and conditions, together with the BT Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the BT website ("Conditions") govern your use of and access to the *INVESTOR TALK Research Panel*.

We may change all or part of the Conditions at any time. If we do, the new Conditions will be posted on the *INVESTOR TALK Research Panel*. Your subsequent or continued use of the *INVESTOR TALK Research Panel* will constitute your acceptance of any changes. If you object to any changes to the Conditions, your only remedy is to immediately discontinue your use of the *INVESTOR TALK Research Panel*.

These terms and conditions of use were last updated on 7 November 2012.

About INVESTOR TALK Research Panel

While we use reasonable endeavours to ensure that the *INVESTOR TALK Research Panel* is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free. Your access to the *INVESTOR TALK Research Panel* may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.

Except as expressly provided otherwise in the Conditions, we reserve the right to change or discontinue any website, feature or service (or part thereof) on the *INVESTOR TALK Research Panel* at any time.

Access

Access to the *INVESTOR TALK Research Panel* is only allowed to persons who have been invited to participate and have accepted these Conditions.

When registering as a user, you must provide us with accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information.

You must not register as a user multiple times. You must not impersonate or create a user for any person other than yourself.

We may at any time request a form of identification to verify your identity.

You must ensure the security and confidentiality of your user details (if any), including any username and/or password assigned to you. You must notify us immediately if you become aware of any unauthorised use of your user details. You must not permit your user details to be used by or transferred to any other person.

We reserve the right, in our sole discretion, to suspend or terminate your user access or access to all or any part of the *INVESTOR TALK Research Panel*, without notice to you

including if we believe you are abusing the services in any way, have breached the Conditions or are no longer an active member.

You may terminate your registration as a user of the INVESTOR TALK Research Panel at any time by either following the instructions to unsubscribe on your individual user profile page or the unsubscribe link in any email sent to you from us. Termination of your registration as a user will usually take effect immediately once you have unsubscribed.

Your conduct

You must not:

(a) use the *INVESTOR TALK Research Panel* in breach of any applicable laws or regulations;

(b) use the *INVESTOR TALK Research Panel* (or Material obtained from the *INVESTOR TALK Research Panel*):

- to transmit (or authorise the transmission of) "junk mail", "chain letters" , unsolicited emails, instant messaging, "spimming" or "spamming";
- to impersonate any person or entity;
- to solicit money, passwords or personal information from any person;
- to harm, abuse, harass, stalk, threaten or otherwise offend others;
- to sell or recommend financial products other than those issued by Westpac; or
- for any unlawful purpose;

(c) use the *INVESTOR TALK Research Panel* to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:

- is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
- contains, promotes, or provides information about unlawful activities or conduct;
- is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- exploits another person in any manner;
- contains nudity, excessive violence, or sexual acts or references;
- includes an image or personal information of another person or persons unless you have their consent;
- poses or creates a privacy or security risk to any person;
- you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- contains large amounts of untargeted, unwanted or repetitive content;
- contains restricted or password only access pages, or hidden content;

- contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
- advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
- contains financial, legal, medical or other professional advice;

(d) interfere with, disrupt, or create an undue burden on the *INVESTOR TALK Research Panel*;

(e) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the *INVESTOR TALK Research Panel*;

(f) use the *INVESTOR TALK Research Panel* with the assistance of any automated scripting tool or software;

(g) frame or mirror any part of the *INVESTOR TALK Research Panel* without our prior written authorisation;

(h) use code or other devices containing any reference to the *INVESTOR TALK Research Panel* to direct other persons to any other web page;

(i) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the *INVESTOR TALK Research Panel* or cause any other person to do so; or

(j) delete any attributions or legal or proprietary notices on the *INVESTOR TALK Research Panel*.

Your Material

By uploading, transmitting, posting or otherwise making available any Material via the *INVESTOR TALK Research Panel*, you:

- grant us (or our agent) a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;
- warrant that you have the right to grant the abovementioned licences;
- warrant that the Material does not breach the Conditions; and
- unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

We reserve the right (but have no obligation) to:

- review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and
- monitor use of the *INVESTOR TALK Research Panel*, and store or disclose any information that we collect, including in order to investigate compliance with the Conditions or for the purposes of any police investigation or governmental request.

We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the *INVESTOR TALK Research Panel* by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the *INVESTOR*

TALK Research Panel simply by facilitating others to post, transmit or other make Material available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.

Use of Content

You agree to:

- (a) treat any Material posted on the *INVESTOR TALK Research Panel*, whether by BT or other members in confidence and not circulate it outside the *INVESTOR TALK Research Panel* in whole or in part, by any means whatsoever;
- (b) not copy, publish or use any Material posted on the *INVESTOR TALK Research Panel* unless you have prior written approval granted by BT on each and every occasion; and
- (c) not use in any form of media or publications outside the *INVESTOR TALK Research Panel* any Material posted on the *INVESTOR TALK Research Panel* unless you have been granted prior written approval by BT on each and every occasion.

Notifying us

If you think that the *INVESTOR TALK Research Panel* has been accessed or used by another user in breach of the Conditions, please contact Technical Support via the Technical Support link found at the end of each page on the *INVESTOR TALK Research Panel* as soon as possible. We'll consider whether there are grounds for taking any action, but you won't necessarily be contacted as to our decision.

Intellectual Property

Except where expressly provided otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to BT. Nothing displayed on the *INVESTOR TALK Research Panel* should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the *INVESTOR TALK Research Panel* without the express written consent of the relevant owner.

Third party websites, advertising and activities

We may feature or display links and pointers to websites operated by third parties on the *INVESTOR TALK Research Panel*. Such websites do not form part of the *INVESTOR TALK Research Panel* and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the *INVESTOR TALK Research Panel* entirely at your own risk.

You must not link to the *INVESTOR TALK Research Panel* from any other website (or otherwise authorise any other person to link from a third party website to the *INVESTOR TALK Research Panel*) without our prior written consent.

The *INVESTOR TALK Research Panel* may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by BT or third parties. These activities may be subject to separate terms and conditions. You

participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party.

Disclaimer

You use the *INVESTOR TALK Research Panel* at your sole risk. If you have a concern about your experience on the *INVESTOR TALK Research Panel* please report it to us immediately.

Except where expressly stated otherwise, Material on the *INVESTOR TALK Research Panel* is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

We do not make any representation or warranty that any Material on the *INVESTOR TALK Research Panel* will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

We will not be liable for loss resulting from any action or decision by you in reliance on the Material on the *INVESTOR TALK Research Panel*, nor any interruption, delay in operation or transmission, virus, communications failure, internet access difficulties, or malfunction in equipment or software.

You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the *INVESTOR TALK Research Panel* in any circumstance.

Indemnity

You agree to fully indemnify and hold us harmless against any expenses, costs, loss (including consequential loss) or damage that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the *INVESTOR TALK Research Panel*, including any breach by you of the Conditions.

No waiver

No waiver of any term of the Conditions shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Conditions shall not constitute a waiver of such right.

User Eligibility

By using the *INVESTOR TALK Research Panel*, you confirm that you:

- (a) are aged 18 years or over or otherwise possess legal parental or guardian consent;
- (b) live in Australia;
- (c) have applied and were accepted to be a User; and
- (d) have an active, permanent email address so as to receive, among other things, invitations to participate in research and our newsletters.

Applicable law

These Conditions shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales Courts to determine any matter or dispute which arises under the Conditions.

Definitions

In these terms and conditions:

"Conditions" means these terms and conditions, together with the BT Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the *INVESTOR TALK Research Panel*.

"Material" means text, illustrations, photos, audio, video, any combination of these or other material (including third party content).

INVESTOR TALK Research Panel

Privacy

The personal information we collect on the *INVESTOR TALK Research Panel* will be used by us to:

- Provide you with access to the *INVESTOR TALK Research Panel* and monitor your use of the site;
- Give you information on our products and services and collect your feedback;
- Assess the performance of the BT Group brands and products and services;
- If you have told us you would like us to give you promotional information (for example, details of upcoming events and other opportunities) and the BT Group;
- reply to the questions you have asked; and
- tell other *INVESTOR TALK Research Panel* users when you have logged into the site.

Information you provide about yourself may be shared with other users of the *INVESTOR TALK Research Panel* so please ensure you do not provide any personal information which you do not want shared or security details or sensitive commercial information that you need to keep private and confidential.

Sometimes we use third parties to run online competitions or promotions. They may require your name and email address to meet lottery and gaming regulations and make you eligible for entry. However, we retain ownership of this information and require that all records be deleted from the third party's database. We will provide you further information about how we handle your personal information in the competition terms and conditions that we make available to you when we invite you to enter a competition.

If you provide us with personal information about another individual, you acknowledge that you have their consent to do so and have informed them about the contents of this policy which includes the BT Privacy Policy.

Your personal information may be disclosed to other members of the Westpac Group (which means Westpac Banking Corporation ABN 33 007 457 141 and its subsidiaries and every member of the BT Financial Group), service providers who do things on our behalf or to other third parties where it is required or allowed by law or where you have otherwise consented.

If you do not want the benefit of receiving information, special offers or exclusive opportunities about products and services (which may be supplied by us or any member of the Westpac Group or preferred suppliers) which we think may be of interest or value to you, then please tell us. You can do this at any time by writing to us or telephoning us at the contact details listed on our contact us page.

For further details as to how we will handle your personal information please read the BT Privacy Policy.

You can access the personal information we have collected and request that we correct it, if we have retained it, by emailing support@investortalk.btfsg.com.au. If you do not provide your contact details, we will be unable to respond to your request.

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- Westpac Securities Administration Limited (ABN 77 000 049 472)
- BT Funds Management Limited (ABN 63 002 916 458)
- BT Portfolio Services Limited (ABN 73 095 055 208)
- BT Funds Management No. 2 Limited (ABN 22 000 727 659)
- BT Securities Limited (ABN 84 000 720 114)
- Magnitude Group Pty Ltd (ABN 54 086 266 202)
- Westpac Securities Limited (ABN 39 087 924 221)
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