

## Specialty Cereals Online Market Research

### The Green Space Portal

#### Terms of Use

SPECIALTY CEREALS PTY. LIMITED (ABN 49 003 487 456). (“Specialty Cereals” or “us” or “we”) maintains this site (the “Site”) for your personal entertainment, information, education, and communication, and for the purposes of undertaking market research activities. Please feel free to browse and use the Site for non-commercial use. You may not distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio, and video without Specialty Cereals’ written permission. Your access to and use of the Site is also subject to the following terms and conditions (“Terms of Use”) and all applicable laws. By accessing, participating and browsing the Site (“User”), you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and Specialty Cereals are superseded and of no force or effect.

If you wish to post content to, or participate in this Site other than simply by reading content and reviews posted by others, you must register using the registration form available by clicking on the *Join now* button on the login page of [www.thegreenspace.net.au](http://www.thegreenspace.net.au).

#### Terms of Use

1. Your use of this Site is governed by the privacy statement for the Site and Specialty Cereals’ Privacy Policy, and these form part of these Terms of Use.
2. Your entry into any prize promotion is also governed by the terms and conditions of entry for the promotion, and these operate in addition to these Terms of Use. In the event of any inconsistency between the promotional terms and conditions of entry and these Terms of Use, the promotional terms and conditions of entry shall prevail.
3. You should assume that everything you see or read on the Site, is copyrighted unless otherwise noted and may not be used except as provided in these Terms of Use or in the text on the Site without the written permission of Specialty Cereals. Specialty Cereals neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Specialty Cereals.
4. Your use of and browsing on the Site are at your risk. Specialty Cereals assumes no liability or responsibility for any errors or omissions in the content of the Site. To the extent permitted by law, neither Specialty Cereals nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, or exemplary damages arising out of your access to, or use of, the Site. Specialty Cereals also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.
5. Rules for posting content on this site (“User Content”):
  - a. You will post only User Content you believe in good faith to be true and accurate, and you will not post to this Site any User Content that is false, inaccurate, misleading or fraudulent.
  - b. If you are employed by Specialty Cereals or have received or will receive any compensation or consideration from Specialty Cereals, including but not limited to product samples, directly or indirectly in exchange for any opinion, endorsement or review that you post, upload or communicate on this Site, you must clearly and conspicuously disclose your connection to Specialty Cereals within each communication.
  - c. The following is a partial list of the kind of User Content that is illegal and/or is prohibited on or through this Site. You may not post any User Content that:
    - i. is patently offensive to Users of this Site, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
    - ii. harasses or advocates harassment of another person;
    - iii. promotes illegal activities or conduct that is abusive;
    - iv. is threatening, obscene, defamatory or libelous;

- v. is pornographic or sexually explicit in nature; or
- vi. seeks, or recommends providers of, material that exploits people under the age of 18 in a sexual or violent manner, or seeks or recommends providers that solicit personal information from anyone under 18.
- d. You may not post, upload or transmit any User Content that (i) infringes or otherwise violates any copyright, patent, trademark, trade secret, publicity or privacy right or other proprietary right of any party, or (ii) is proprietary to a third party, without such third party's prior written consent.
- e. You are solely responsible for any User Content you post, publish or display on this Site or transmit to other Users. Specialty Cereals reserves the right, but undertakes no obligation, to monitor disputes between you and any other User, or any other entity or individual, in connection with this Site. You are solely responsible for the resolution of any disputes that arise between you and any other User or any other entity or individual.
- f. By contributing User Content to this Site, you hereby grant, and represent and warrant that you have all rights and authority necessary to grant: (i) Specialty Cereals, our respective contractors, and our business partners, an irrevocable, perpetual, non-exclusive, royalty-free, fully sub- licensable, fully paid, worldwide license and right to use, copy, publicly perform, digitally perform, publicly display, and distribute such User Content and to prepare derivative works based on, or incorporate into other works, such User Content, with or without attribution; and (ii) subject to the restrictions set forth in these Terms of Use, all Users grant an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each such User's personal, non-commercial use.
- g. Specialty Cereals may, in its sole discretion, refuse to publish, or remove from the Site, any User Content, for any reason at all, including, but not limited to, where Specialty Cereals considers that the User Content may breach the rules for posting User Content.

This Site, including any and all features available via the Site and any User Content, may be modified by Specialty Cereals, in our sole discretion, at any time without prior notice.

6. Any communication or material you transmit to the Site electronically or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. You warrant that you are the owner of all content being submitted and have all the legal rights necessary to communicate this content to Specialty Cereals. Anything you transmit or post may be used by Specialty Cereals or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Specialty Cereals is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever in perpetuity including, but not limited to, developing, manufacturing and marketing products using such information.
7. You acknowledge and agree that Specialty Cereals does not control the User Content posted to this Site, or any links to other websites, including the content of any messages, and that we do not guarantee the accuracy, integrity or quality of any User Content. You further understand and agree that, to the extent permitted by law, (i) we do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements or other User Content posted on or otherwise displayed on or transmitted via this Site, and (ii) we do not make any promises, guarantees or warranties with respect to any of the User Content or products, services, information, content or materials featured or mentioned on this Site. All User Content, including advice and opinions posted by Users, comprises the views and responsibility of those who post such User Content, and does not necessarily represent the our views. Specialty Cereals has not reviewed all of the sites linked to the Site and is not responsible for any User Content or the content of any off-site pages or any other sites linked to this Site. Your linking to any other off-site pages or other sites is at your own risk.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPECIALTY CEREALS BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS OF ANY NATURE WHATSOEVER ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY USER CONTENT, ANY ERROR OR OMISSION IN ANY USER CONTENT, ANY CLAIM THAT ANY USER CONTENT IS DEFAMATORY, LIBELOUS OR VIOLATES ANY RIGHT OF ANY THIRD PARTY, OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY. YOU EXPRESSLY AGREE THAT

YOU BEAR ANY AND ALL RISKS ASSOCIATED WITH YOUR ACCESS TO, CONTRIBUTION TO, USE OF AND/OR RELIANCE ON USER CONTENT.

8. The trademarks, logos, and service marks (collectively the "Trade Marks") displayed on the Site, are registered and unregistered Trade Marks of Specialty Cereals and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Mark displayed on the Site without the written permission of Specialty Cereals or such third party that may own the Trade Marks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are also advised that Specialty Cereals may aggressively enforce its intellectual property rights to the fullest extent of the law. Nothing in these Terms of Use shall be deemed to grant to you or any other User any license or right in or to any patent, copyright, trademark, trade secret or other proprietary right of ours.
9. You agree to indemnify and hold Specialty Cereals and their respective affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever (including legal fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to (i) your access to this Site, (ii) your use of this Site, (iii) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, or (v) your violation of these Terms of Use.
10. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use, and you do not have any authority of any kind to bind Specialty Cereals in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on this Site. These Terms of Use, which shall be deemed accepted by you upon your use of this Site, constitute the entire agreement among you and Specialty Cereals regarding use of this Site. Specialty Cereals' failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sub-licensable by you, except with our prior written consent.
11. By visiting this Site, you agree that the laws of the State of New South Wales, will govern these Terms of Use. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.
12. Specialty Cereals may at any time revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.
13. Nothing in these Terms of Use is intended to exclude any liability that cannot be excluded by law.
14. Specialty Cereals uses "cookie" technology to assist in identifying registered users so as to avoid them having to log-in manually each time they enter the Website. We do not use cookies to extract any personal information, provide any such information to third parties or contact you.