

These Terms were last updated on 20 March 2024.

These terms and conditions form a legal Agreement between you and Walnut Unlimited Limited, a company registered in England and Wales under company number 01317137 with a registered address of 7-11 Lexington Street, Soho, London, W1F 9AF ('Walnut', 'Us', 'We', 'Our').

By registering with us or by using our website, you confirm that you accept and will comply with the terms of this Agreement, as supplemented by the additional terms below:

- Walnut's [Privacy Policy](#) will apply to the processing of your personal data by Us
- Walnut's [Terms of Site Use](#)
- Walnut's [Acceptable Use Policy](#)

All references made to the Walnut website within the above shall be taken to also refer to <https://www.sparking-debate.com/>.

We reserve the right to change this Agreement at any time by amending the terms directly on the Sparking Debate or Walnut websites without express notice to you. You accept that you will have no claim for breach of contract or otherwise in respect of any such amendments. It is your responsibility to review this Agreement and our Privacy Policy for updates regularly.

If you do not agree to these terms, you must not use Our website.

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#### **Definitions**

In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

1. **Survey** means any survey made available by Us for completion by you in accordance with the terms of this Agreement.
2. **Activity** means any other research related project made available by Us in accordance with the terms of this agreement for completion by you.

3. **Website** means the Sparking Debate website, <https://www.sparking-debate.com/>, which is hosted by Platform One and operated by Us or such other website as We may operate in connection with this Agreement.
4. **Account** means your user account on the Sparking Debate website platform. Your account contains all the data specific to you as a panel member, and is the space where you can manage your membership.
5. **Panel Member** means any person registered on a Sparking Debate Panel.
6. **Panel** means a group of Members that are willing to share their opinions as part of a survey run by Us via the Website.
7. **Panel One** means the data processor appointed by us to host the Sparking Debate website platform, and whose privacy notice can be found [here](#).
8. **Partner** means any Research Partner of Ours, or any party engaged by Us in connection with this Agreement, or with any market research undertaken by Us.
9. **Point** means a unit of value which Panel Members earn in exchange for participating in Our surveys.
10. **Research Partner** means any organisation which partners with, is a client of, or delivers services on behalf of Us in connection with this Agreement or any market research undertaken by Us with Members.

## Eligibility

You are eligible to register if you meet the following criteria:

- you are a UK resident aged 18 or over;
- you are not employed or otherwise affiliated with Walnut or its affiliates, Volkswagen Financial Services, or any other vehicle manufacturer or vehicle financing organisation; and
- neither you, your immediate family nor members of your household work in the marketing or market research sectors.

Registration to be a Panel Member is free.

You may only register once and may not authorise others to use your registered account. This includes creating multiple email accounts for the purpose of registering on the panel more than once. Any Panel Member found with more than one account will be unsubscribed from the Panel and their points forfeited without notice.

We reserve the right to deny or revoke your membership at any time, for any reason and without notice or explanation to you. Our decision in this regard is final.

## Registration and Membership

In order to register as a Panel Member, you must complete Our registration form.

You undertake to register using accurate and current information about yourself, including your correct name, address and any other requested details. You also undertake that all

information provided by you (whether in response to any survey or otherwise) is, to the best of your knowledge, accurate and complete.

By registering, you accept that We may occasionally contact you by e-mail with details of surveys, newsletters, discussions via forums, activities or other panel-related communications, including information about any points or other rewards you may earn for completing each particular survey.

We will not process any of your personal data for any purpose other than conducting market research and as set out in the Walnut privacy policy. We also collect, use and share with third parties aggregated data such as statistical or demographic data. Aggregated data may be derived from your personal data and/or information provided by you in response to a Survey or other research activity but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, We may aggregate your survey response to calculate a statistic like “8 out of 10 people in the UK are happy with their current job”. However, if We combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, We treat the combined data as personal data which will be used in accordance with the Walnut privacy policy.

By signing up to Sparking Debate, you agree that We may allow our affiliate companies within the Unlimited Group access to your personal data for the purpose of data analysis on behalf of Our clients. This analysis is for the purpose of market research only and your data will not be passed on to any other party, nor will you be contacted by such affiliate companies. You also consent to the sharing of your contact details with Virtual Incentives, solely for the purpose of facilitating redemption of your points in exchange for e-vouchers as described below. You can view Virtual Incentive’s privacy notice [here](#).

### **Points and rewards**

Your points will accumulate as you complete surveys or participate in other research activities. Once you reach a threshold number of points (as outlined by the Sparking Debate panel manager), you can redeem your points. For the avoidance of doubt, points can only be earned upon the full completion of a given survey or other research activity in accordance with this Agreement. You will be able to check the number of points accumulated in the Member’s area of your account.

#### **Earning and Using Points:**

For avoidance of doubt, participants in research surveys are only eligible for any reward(s) offered upon the full completion of a given survey or other research activity. Failure to complete would include but not be limited to, failing the screening questions (i.e. questions ensuring your suitability for participation in a survey or research activity when the survey or research activity is targeted at certain interest groups), failing consistency check questions (i.e. quality control), failure to complete all questions, or completing all questions after we have met our response quota.

To claim a voucher, you must earn at least 1000 points for a £10 voucher, up to a maximum of 3000 points for a £30 voucher. Vouchers valued above £30 are not available for redemption.

Vouchers are issued in denominations of £10, £15, £20, £25, and £30. However, you can only redeem a voucher if you have accumulated the corresponding number of points as set out below:

- 1000 points for a £10 voucher
- 1500 points for a £15 voucher
- 2000 points for a £20 voucher
- 2500 points for a £25 voucher
- 3000 points for a £30 voucher

#### Voucher Usage:

Each voucher is valid for products or services from a single retailer within the list available at that time, and the value of a voucher cannot be split across multiple retailers.

#### Voucher Expiry:

Vouchers must be utilised within 30 days from the date of receipt of the redemption confirmation email, which will contain a redemption code. Failure to redeem the voucher within the stipulated timeframe will result in the expiration of the redemption code and associated points. Vouchers are non-renewable and non-replaceable. You cannot exchange a voucher for its cash value.

#### Retention of Points:

When you redeem your chosen number of points, any leftover points you have accumulated will remain in your account. You can then continue accumulating points for future rewards.

Each e-gift card you claim will be issued by the third party retailer you have chosen from the list of retailers offered by Virtual Incentives at that time. It will have its own expiration date and be subject to separate terms and conditions which are set by the third party retailer you have selected. It is your responsibility to familiarise yourself with this information and neither We nor Virtual Incentives shall under any circumstances be responsible for the e-gift cards or your use of them after they have been claimed by you. Any disputes of this nature must be raised directly with the retailer.

### **Member's Code of Conduct**

You agree to comply with the Member's Code of Conduct as follows:

- You may only register and maintain one Sparking Debate account.
- You must take part in any Sparking Debate or Walnut-led survey or research project in good faith. Your responses must be truthful and accurate. Bad faith responses may include (without limitation) providing false or misleading responses, or rushing a survey so that your responses are not well considered or meaningful, or answering

each question the same way. We reserve the right to withhold or revoke points from you if We consider your participation was in bad faith.

- You must not access or use your Sparking Debate account outside of the UK. Doing so may be considered fraudulent and We reserve the right to terminate your membership immediately if you are found to have done so. For avoidance of doubt, this includes holidays and any period of time spent abroad.
- You must not use any diversion software or software designed to mask your connection, including without limitation a VPN, proxy, or Tor.
- If possible, avoid taking surveys whilst connected to a shared WiFi network. Using a shared network may result in you being issued a shared IP address, and may cause issues with checks undertaken by Us to ensure uniqueness of respondents. We cannot take any responsibility for you being denied entry into a survey when you are connected to a shared network.
- You must not in any way share in the contents of surveys or research projects that you participate in.
- You must not share any communication or content you receive from the Sparking Debate help desk.
- You must communicate respectfully with the Sparking Debate help desk at all times. Communication which is disrespectful, vexatious, abusive, obscene, threatening, vulgar, harmful, harassing, defamatory, libellous, untrue or misleading may result in immediate termination of your account and any subsequent accounts you may create.
- Although we would love you to provide links to useful and interesting sources of information that relate to your discussions, please do not create links to external websites for the purposes or promotion, and do not post anything that could be interpreted as self-publicity or self-promotion. This includes spamming, posting duplicate or similar messages in multiple discussions, advertising, selling, or soliciting of any kind. Such activity may lead to you being permanently barred from participating in Sparking Debate activities.
- Do not post any third-party material that infringes any rights of any person. This includes without limitation images and videos found online.
- You must not hold yourself out to be in any way affiliated with Us, any Unlimited Group company or any client of Ours. You must not impersonate or misrepresent your relationship with any individual or entity, including without limitation by "framing" any section of the Sparking Debate website to make it look like you have a relationship with Us or that We have endorsed you for any purpose.
- You must not, under any circumstances, contact any client of Ours or any sponsor of Our surveys or research projects.

Failure to comply with the above may result in the termination of your panel membership account and forfeiture of any points.

## **Confidentiality and Intellectual Property**

When you participate in Our surveys or research projects, you may access confidential information or physical and/or intellectual property belonging to Us or our clients or research partners ('Restricted Content'). At no time will possession or ownership of such content pass to you, nor will you obtain or receive any right, title and/or interest in or to it. You must keep confidential the contents of any survey or research project you participate in at all times. You must not make any use whatsoever of the Restricted Content beyond what you are asked to do as part of the research project or survey.

If you make any unauthorised use of the Restricted Content, your account will be deleted and you may be subject to legal action by Walnut or the owner of the relevant content.

You acknowledge that all copyright, trademarks and other intellectual property rights in and relating to Sparking Debate and Walnut (including, without limitation, any relating to information contributed by you in response to any survey) are owned by Us. Therefore, you may not make any unauthorised use of Our name or communications, including the copying, distribution, publication or creation of derivative work from our Website or any e-mails sent by Us, or any material which is found on the Website or in any e-mail or communication sent by Us (including without limitation the content of the e-mail itself and the content of any attachments) without Our prior written consent.

## **Termination of your account**

You may cancel your registration with Us at any time by clicking the "unsubscribe" button in the 'Update my details' section of the Website or by writing to Us at the email address [SparkingDebate@walnutunlimited.com](mailto:SparkingDebate@walnutunlimited.com).

Once you unsubscribe, you will no longer receive new invitations and your panellist profile along with any connected personal information stored within Platform One or by Us will be deleted. It will take up to 30 days for your details to be removed from all previous activities and survey invites.

We reserve the right to refuse or revoke registration to Sparking Debate with immediate effect, at any time and for any reason. This is without prejudice to any rights you or We may have acquired at the date of revocation.

We reserve the right to unsubscribe any member whose account is inactive ('inactivity' being a period of time not completing or attempting to complete any surveys, such period of time to be determined in our discretion but not less than three months of inactivity); this includes removal from the Sparking Debate panel and the forfeiture of all account points.

If you are not a UK resident or are under 18 years of age and have registered onto the Sparking Debate panel you will be unsubscribed and any credits that may have been made to your account will be forfeited.

## Miscellaneous

Any third party websites linked to or from the Website does not mean that We endorse or have any responsibility for the site in question or anything which appears on it.

You are responsible for all use of the Website on your account whether by you or a third party. We are not liable for any content other than that on the Website, nor are We liable for any data usage / data use charges associated with access to the Website, survey or other research activity on any device; this includes mobile.

We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). We will not be liable for any failure by Us to perform Our obligations under this Agreement caused by matters beyond Our reasonable control.

Neither party to this Agreement may, without the written consent of the other, assign, subcontract or otherwise dispose of this Agreement.

This Agreement contains the whole of the Agreement between Us and you and it replaces any and all earlier agreements and/or understandings with you in respect of its subject matter. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

In the event that any term of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable.

For the avoidance of doubt, nothing in this Agreement shall affect your statutory rights.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

You may contact us via email at [SparkingDebate@walnutunlimited.com](mailto:SparkingDebate@walnutunlimited.com) or by post at our registered office at Walnut Unlimited, 7-11 Lexington Street, London, W1F 9AF. Please ensure that you include your e-mail address with all correspondence.