

Terms & Conditions for NORC's ChicagoSpeaks Panel

Effective Date: 6/15/2024

Last Updated: 3/18/2025

1. SCOPE OF THE TERMS & CONDITIONS

These Terms and Conditions ("Terms") govern and apply to your use of NORC's services, including, without limitation, (1) membership with the NORC ChicagoSpeaks panel or subpanel ("Panel" and/or "Panels"), (2) use of and/or access to any Panel website ("Website" and/or "Websites"), (3) participation in any survey or study offered, provided, hosted, or administered by or through NORC, and (4) your eligibility for, and/or redemption of, rewards, incentives, and prizes offered for certain actions and activities, including, without limitation, successfully completing surveys (collectively, "Services").

- All instances of "us" and/or "we" refer to NORC, and/or NORC's subcontractors, agents, and assigns.
- By accessing, using, and/or participating in the Services you hereby expressly agree to comply with, and be bound by, these Terms.
- NORC reserves the right to refuse, restrict, prohibit, or reject your access to, use of, and/or participation in the Services, at any time and for any reason.

2. ELIGIBILITY FOR PANEL MEMBERSHIP

Panel membership may be open to individuals who satisfy the requirements for membership, including, without limitation, the minimum age requirement and geographic location requirement. Panel membership requirements may vary for each Panel. We only permit one member per unique email address. NORC, at its sole discretion, may refuse to provide the Services to anyone, at any time and for any reason or no reason.

3. USE OF SERVICES

The Services are for personal, non-commercial use only. Services may only be used to the extent that they are available. NORC reserves the right to change, modify, or eliminate, and/or restrict or block access to, all or any part of the Services, without notice, at any time, for any reason or no reason.

Participation is voluntary, and you may choose not to answer any questions you don't wish to answer. By agreeing to become a Panel member, you agree to receive invitations to participate in surveys. Additionally, NORC may provide Panel members with the opportunity to communicate with other Panel members and/or NORC. You may unsubscribe from Panel membership at any time, see Section 12 "Opt Out Policy" below.

4. PRIVACY

NORC takes your privacy very seriously. For information about NORC's ChicagoSpeaks privacy practices, please review ChicagoSpeaks [Privacy Policy](#).

5. PANEL REGISTRATION AND USE OF PASSWORDS

You may access any Website(s) as a visitor without registering for membership with the Panel associated with the Website(s) and without providing or disclosing personal information.

To register as a Panel member, you must register with or for the Panel and provide certain personal information. Panel members and non-Panel members are required to truthfully provide all information. NORC reserves the right to restrict or prohibit your use of, access to, and/or participation in the Services if you provide, or NORC reasonably suspects that you have provided, information that is untrue, inaccurate, not current, or incomplete.

If applicable, NORC will either: (i) issue a user name and password to a Panel member, or (ii) permit a Panel member to create his/her own user name and password. Panel members are solely responsible for the security of their user names and passwords and will be solely liable and responsible for any use, whether authorized or unauthorized, of their membership accounts. NORC strongly discourages the use of a Social Security number, financial account number, or any other identification or account number, as a user name or password.

Panel membership is specific to the individual who registers for membership with the Panel.

You expressly agree that you are accessing, using, and/or participating in the Services in the capacity of an independent contractor, and that no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this agreement.

6. RESTRICTED CONTENT

In connection with the Services, you may be given access to confidential and proprietary information, materials, products, and content ("Restricted Content") belonging to NORC and/or NORC's clients, partners and/or licensors. NORC considers all Restricted Content to be confidential. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title, and/or interest in or to any Restricted Content. You agree to protect the confidentiality of the Restricted Content. You shall not modify, copy, reproduce, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile, or otherwise use, alter, or transfer Restricted Content without the prior express written consent of NORC. Restricted Content may be subject to, and protected by, intellectual property laws, regulations, and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations, and prohibitions contained in this Section, in addition to any other rights or remedies available to NORC, NORC reserves the right to terminate, prohibit or restrict your use of, access to, and/or participation in the Services.

7. UNAUTHORIZED USES BY THE PANEL MEMBER

You agree not to: (i) use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute data or content available in connection with the Services, or to manipulate the results of any survey, prize draw, or contest; (ii) take any action to interfere with any Website(s) or an individual's use of any Website, including, without limitation, by overloading, "flooding", "mail bombing" or "crashing" any Website; (iii) send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, without limitation, spyware; (iv) collect any personally identifiable information of or about any other user of the Services; (v) send unsolicited emails, including, without limitation, promotions and/or advertising of products or services; (vi) open, use, or maintain more than one (1) membership account with a Panel; (vii) forge or mask your true identity; (viii) frame a portion(s) of any Website within another Website or alter the appearance of any Website; (ix) establish links from any other website to any page of, on, or located within any Website or to the Services, without the prior express written permission of NORC; (x) communicate (including but not limited to email or verbal), post, upload, or transmit any threatening, harassing, libelous, defamatory, obscene, pornographic, lewd, scandalous, discriminatory, intended to incite hatred or violence or inflammatory language, material or content or any language, material or content that could otherwise violate Applicable Laws (as defined Section 17 herein) either between Panel Members or directed towards a NORC employee, affiliate, or client; (xi) engage in any fraudulent activity, including, without limitation, speeding through surveys, taking the same survey more than once, masking or forging your identity, submitting false information during the registration process, submitting false or untrue survey data, use of improper methods to obtain incentives, redeeming or attempting to redeem rewards, prizes, and/or incentives through false or fraudulent means, and tampering with surveys; (xii) reverse engineer any aspect of the Services or do or take any act that might reveal or disclose the source code, or bypass or circumvent measures or controls utilized to prohibit, restrict or limit access to any webpage, content or code, except as expressly permitted by Applicable Laws; (xiii) engage in any criminal or illegal act(s); (xiv) use Restricted Content (as defined herein) in violation or breach of these Terms; or (xv) encourage and/or advise any individual, including, without limitation, any NORC employee, to commit any act(s) prohibited hereunder.

You acknowledge and expressly agree that NORC will fully cooperate with all legal disclosure request(s) (e.g. court order or subpoena).

8. USER CONTENT

You are solely liable and responsible for all content, materials, information, and comments you use, upload, post or submit in connection with the Services ("User Content"). You are solely responsible for all third-party approvals, consents, and/or authorizations required for User Content. If you submit User Content, the User Content may become publicly available and may be shared with third parties including, without limitation, NORC's clients, clients of NORC's clients, and third-party service providers. User Content should only include audio, video, images, or the likeness of the individual submitting the User Content and should not contain copyrighted or trademarked content or material of any third party. User Content should not include audio, video, images, or the likeness of anyone other than the user. You will not receive compensation for any User Content.

By using, uploading, posting, or submitting User Content in connection with the Services, you hereby grant to NORC a perpetual, irrevocable, unlimited, transferrable, sub-licensable, world-wide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use your User Content in any manner, without compensation or notice.

You are solely responsible for the User Content, NORC does not and cannot review all User Content and NORC is not responsible for the User Content. NORC reserves the right to delete, move, or edit User Content, that is, in NORC's sole discretion, deemed to: (i) violate these Terms, (ii) violate copyright or trademark laws, or (iii) be abusive, defamatory, obscene, or otherwise unacceptable.

You agree to indemnify NORC against any and all losses, liabilities, claims, or expenses of any kind, including reasonable attorney's fees for the defense thereof, arising relating or arising from User Content you provide to us in connection with the Services.

9. UPDATING MEMBERSHIP PROFILE

You agree to promptly notify NORC of any changes in or to information contained in your member profile. You agree to review and update, as needed, your membership profile at least once every six (6) months. You may update, correct, and/or delete information contained in your membership profiles by: (i) accessing your Panel membership account; (ii) sending an email to the Panel Support Team at support@ChicagoSpeaks.org; or (iii) calling the Panel Support Team toll-free telephone number at (877) 205-8998.

10. INCENTIVES PROGRAMS

In connection with your use of the Services, you may have the opportunity to receive points. Points may be used to redeem rewards consistent with these Terms and additional requirements set forth within the ChicagoSpeaks Website. NORC may offer additional promotions or incentives, including entries into prize draws or sweepstakes, gift cards, or other rewards. Information, official rules, and terms and conditions for those incentives may be available on the Website for a Panel, at the beginning or end of a survey, in survey invitations, on the Website(s), and/or may be described in any newsletter or other communication distributed or published by NORC. Rewards, incentives, and prizes are non-transferrable.

Points issued will expire two years after they are awarded. However and whenever issued, points may be rendered void in the event your membership is terminated. NORC uses points in order starting with those that are expiring soonest.

11. LINKS TO WEBSITES

In connection with your use of the Services, you may be able to voluntarily link or connect to Websites maintained and/or operated by third parties ("Third Party Websites"). NORC does not endorse any Third-Party Website nor any products, services, and/or opportunities advertised, offered and/or sold by, through or in connection with any Third-Party Website ("Third Party Information"). NORC does not make any representations or warranties regarding the Third-Party Websites and/or the Third-Party Information. Please carefully review all policies and terms applicable to the Third-Party Websites and the Third Party Information.

12. OPT-OUT POLICY

You may opt-out from using the Services (including, without limitation, from receiving newsletters or communications), at any time, by: (i) following the unsubscribe procedures described here; or (ii) by sending an email to the Panel Support Team. NORC shall use reasonable efforts to respond to each email request within a reasonable period of time after receipt, or in accordance with applicable regulatory timelines. Upon termination, a Panel member's contact information will be removed from any further communication or contact lists. Please allow a few days for the complete removal of contact information from NORC's communication or contact lists for the applicable Panel; during which period the member may receive communications which were created or compiled prior to termination. Please see NORC's ChicagoSpeaks [Privacy Policy](#) for information on how NORC handles information and data following an unsubscribe, termination, or opt-out request.

13. COMMUNICATIONS WITH NORC

All communications (excluding personal information) and User Content submitted or transmitted by you to NORC, by electronic mail, by telephone, or otherwise, shall be treated as non-confidential and non-proprietary information, unless specifically indicated by you either prior to, or contemporaneously with, the submission or transmission of such communications and User Content. You agree that any such communications and User Content may be used by NORC for any legal reason.

14. WARRANTY DISCLAIMER

THE SERVICES, INCLUDING ALL INFORMATION, SURVEYS, CONTENT, MATERIAL, COMMENTARY AND SERVICES MADE AVAILABLE ON, OR THROUGH, THE SERVICES, ARE PROVIDED "AS IS". NORC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH ANY INFORMATION, CONTENT, MATERIAL, COMMENTARY, SURVEYS, PRODUCTS, OR SERVICES MADE AVAILABLE ON, OR THROUGH, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY USER CONTENT. FURTHER, NORC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NORC DOES NOT WARRANT THAT THE TOOLS, TECHNOLOGY, OR FUNCTIONS CONTAINED IN THE SERVICES OR ANY CONTENT, MATERIAL, COMMENTARY, INFORMATION AND/OR SERVICES CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE SERVICES AND MAKE THE SERVICES AVAILABLE WILL BE CORRECTED, OR THAT THE SERVICES AND/OR THE SYSTEMS AND/OR THE SERVER(S) THAT SUPPORT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORC DOES NOT PROVIDE ACCESS OR CONNECTION TO THE INTERNET AND IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF THIRD PARTIES THAT INTERFERE WITH, LIMIT, RESTRICT, OR PREVENT ACCESS OR CONNECTION TO, OR USE OF, THE SERVICES.

15. INDEMNIFICATION

You agree to indemnify NORC against any and all losses, liabilities, claims, or expenses of any kind, including reasonable attorney's fees for the defense thereof, arising out of, resulting from, or caused by, whether directly or indirectly: (i) your breach or violation of these Terms; and/or (ii) your use of, participation in, and/or access to the Services.

16. LIMITATIONS OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL NORC BE LIABLE, OR OTHERWISE RESPONSIBLE, TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, FOR ANY REASON(S) OR FOR ANY CAUSE(S),

REGARDLESS OF WHETHER NORC IS INFORMED OF THE POSSIBILITY THAT SUCH DAMAGES MAY EXIST.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES AND/OR THESE TERMS MUST BE: (I) FILED ON AN INDIVIDUAL BASIS OF LIABILITY ONLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (II) LIMITED TO SEEKING ACTUAL OUT-OF-POCKET COSTS AND/OR DAMAGES INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (III) FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

17. COMPLIANCE WITH APPLICABLE LAWS

You agree to comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state or political subdivision thereof (collectively, "Applicable Laws").

18. TAX LIABILITY

You may be required under federal, state, and/or local laws to pay taxes on any rewards you may receive. You acknowledge that we may supply information to taxing agencies, or withhold taxes, at the request of those agencies or as we, in our sole discretion, deem appropriate. You acknowledge and agree that you will provide us any additional personal information, such as your Social Security Number, that we need to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request that we sent to the email address or mailing address registered at that time may result in the forfeiture of rewards you may have won.

19. SUSPENSION; TERMINATION; DE-ACTIVATION OF PANEL MEMBERSHIP

You or we may terminate your membership with a Panel at any time, with or without cause, for any reason or no reason, and without liability for the termination

In addition to all other available remedies, NORC may, without notice, suspend and/or terminate your use of, access to, and/or participation in the Services if you are in breach or violation of these Terms. If NORC terminates your membership due to your breach or violation of these Terms: (i) you forfeit all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes, effective upon termination; (ii) your membership will immediately be canceled; (iii) your access to, participation in, and use of the Services will immediately cease, and (iv) you will not be allowed to participate in surveys offered through the Services. If a non-Panel member breaches or otherwise violates these Terms, such non-Panel member hereby agrees that: (a) all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes (if any), will be forfeit effective upon termination; and (b) access to, use of, and participation in the Services will immediately cease.

In addition, NORC reserves the right to de-activate or terminate your Panel membership account if your membership account does not remain Active (as defined herein). For the purpose of these Terms, "Active" means that you participate in a survey in at least one out of every eight survey invitations; and (ii) update your profile or member information once every twelve (12) months.

In the event of de-activation, termination by you, or termination by NORC (other than for your breach or violation of these Terms), NORC shall maintain unredeemed rewards, incentives, and/or prizes active and available for you to redeem for a period of thirty (30) days following de-activation or termination.

20. SEVERABILITY

If any such provision of this agreement is rendered unenforceable it shall be considered separate and severable from this agreement and the remaining provisions shall remain in force and bind the parties as though the unenforceable provision had never been included.

21. NOTICE

Notice from You to NORC. Except as otherwise set forth herein, or as required by Applicable Laws, all notices to be sent or provided to NORC should: (i) be correctly addressed to the applicable business address, and shall be sufficiently delivered if delivered: (a) by Federal Express, Express Mail, or other nationally or internationally recognized overnight courier service (in which case notice shall be effective one (1) business day following dispatch); or (b) by certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail); or (ii) be sent via email to the appropriate member services team for the appropriate Panel (in which case notice shall be effective one (1) day following the date the email was sent, provided that You did not receive an error message stating that delivery of the email was delayed, that the email address was invalid, or that the email otherwise could not be delivered).

Notice from NORC to You. Except as otherwise required by Applicable Laws, you agree that NORC may provide notices to you: (i) via the email address provided by you to NORC (in which case notice shall be effective one (1) day following the date the email was sent, provided that NORC did not receive an error message stating that delivery of the email was delayed, that the email address was invalid, or that the email otherwise could not be delivered); (ii) by certified mail, return receipt requested, postage prepaid addressed to the address provided by you to NORC (in which case notice shall be effective six (6) days following deposit in mail); or (iii) by posting notices on the applicable Website(s)

Legal Notice. All legal notices should be sent, in accordance with Section 21 of these Terms, via email to support@ChicagoSpeaks.org or legal@norc.org.

22. GOVERNING LAWS AND LEGAL JURISDICTION

The laws of the State of Illinois govern all matters arising out of this agreement without regard to any choice of law principles. All claims or disputes arising in connection with these Terms and/or your access to, use of, or participation in the Services, shall be subject to the exclusive jurisdiction of the State or Federal courts located in Cook County, Illinois, USA.

23. CHANGES

At its sole discretion, NORC reserves the right to make changes to these Terms. NORC encourages you to review these Terms on an ongoing basis. NORC will obtain your consent prior to changes that are of such nature that consent is needed or required. For changes that do not require consent, your continued use of, access to, and/or participation in the Services does and will constitute your acceptance of these Terms as amended.

24. MISCELLANEOUS TERMS

The headings contained in these Terms are for reference only and shall have no effect on the interpretation and/or application of these Terms. NORC's failure to enforce a breach by you of these Terms shall not waive or release you from such breach and shall not waive, release or prevent NORC from enforcing any subsequent breach by you of these Terms. These Terms, any rules, terms or policies referenced herein or incorporated herein, and any Panel specific requirements, represent the entire understanding and agreement between NORC and you with respect to the subject matter hereof.