

Retail Data Terms

Last updated 14 August 2015

To be read in accordance with the General Terms of Service, as supplied by Noggin.

1. INTENT

Noggin shall provide a number of retailers access to a secure web-based tool where those retailers can provide regular retail figures.

Those figures shall be used to supply to the Customer an aggregated, anonymous view of the Customer's area retail performance.

The aggregated figures shall be made available to the customer through weekly and monthly performance reports, delivered via email, as well as a secure online portal.

2. RESPONSIBILITIES

The Customer shall identify and seek participation from a number of retailers in its operating area, that number not exceeding the limits indicated in the Schedule.

Noggin shall provide literature describing the tool, its benefits and instructions for use. Noggin shall also provide a confidentiality agreement between itself and the retailer.

In exchange for its participation, Noggin will provide the retailer with regular, personalised reports showing their contributed data and performance in relation to other retailers in the area and more broadly.

The Customer shall provide to Noggin, for each participating retailer, an email address, phone number and at least one authorised contact for that retailer.

From time to time, Noggin will contact the retailers directly for the sole purpose of providing this Service.

3. CONFIDENTIALITY

Noggin shall maintain collected data in a privately owned facility with physical and electronic security measures, separated from the contributor's identity.

Noggin shall take all reasonable measures to ensure that this data cannot be extracted, individually reconstituted or otherwise obtained via measures legal or illicit for any purpose other than the sole purpose of providing the Service.

Noggin shall not retain any data longer than is strictly necessary to provide the Service.

The Customer shall have no entitlement to access this data under any circumstances.

Neither Noggin, nor the Customer shall divulge the list of participants to any third party save for the sole purpose of providing, or continuing to provide this service, and in any case where such third party is equally bound by these conditions.

4. REPORTED FIGURES

The Customer shall have access to reported figures only. These are figures created from an aggregation of retailers, and do not individually identify the retailers.

The provision and detail of the reported figures is subject to sufficient retailers participating in the scheme, such that the anonymity of any particular retailer can be reasonably guaranteed. If the number of retailers participating is too small, Noggin shall continue to operate the Service and the Customer will continue to incur Charges.

The Customer shall be free to use and reproduce the reported figures without further restriction.

Noggin shall use summary information only to support its benchmarking, research and other aggregated services.