



## Fundraising Terms and Conditions

**Last updated:** 3 August 2023

### 1. These Terms of Use

- Mildura Health Foundation Limited ABN 4166 810 2930 (**The Foundation, we, us, or our**) is a community-based registered charity that was established to raise funds to "acquire, construct maintain and/or operate facilities for the provision of affordable temporary accommodation on a non-profit basis for patients being treated at the Mildura Health Icon Cancer Centre."
- These are our website terms of use (**Terms**). They set out important information that applies to your use of the Foundation website and any of our social media channels (collectively referred to as **the Website**), and form a contract between you and us – so please read them carefully before continuing to access or use the Website.
- Section 8 below sets out some specific terms and conditions that apply to persons or entities (**Donors**) who wish to make a monetary contribution (**Donation**) to the Foundation.
- We may need to update these Terms from time to time, to accurately reflect any changes to our organisation. If we do, we will publish the updated version on our Website or otherwise provide written notice to you. The updated version will apply to your access and use of the Website from the date of our publication or written notice.
- For completeness, you should also be aware of our Privacy Policy, which is incorporated into and forms part of these Terms. You can find our Privacy Policy at [www.mhfoundation.com.au](http://www.mhfoundation.com.au) or upon request.

### 2. Disclaimers and acceptable use

- When using the Website or our Services, or making a Donation, you must not:
  - breach any laws, or encourage or assist the commission of any illegal act;
  - infringe any person's rights including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
  - include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Website or any device accessing the Website;
  - impersonate any other person, or purport to act on their behalf without their express consent to do so;

- provide us with personal information (including images) about any other person, without their express consent to do so;
- publish or link malicious content;
- vexatiously or frivolously use the Website;
- engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusing, slanderous, hateful or embarrassing to any person, or which is likely to damage our reputation or organisation; or
- distribute, modify, transmit, or use the contents of the Website in any manner for public or commercial purposes without written permission from the Foundation.

### **3. Third parties**

- The Website may contain information about or links to third party sites which are not owned, operated or maintained by us.
- The inclusion of any such third party information or links does not imply endorsement by the Foundation of such materials and websites, and the Foundation:
  - has no control over, and accepts no liability for the content or functionality of any such third party sites; and
  - makes no representations about any third party information contained on the Website, or about any other website which you may access through our Website.
- You should contact the relevant third party if you have any queries or concerns regarding such third party's site, information or services.

### **4. Availability and accuracy**

- While we use our best efforts to make sure that the material contained on the Website is reliable and the most current information available to us, we are unable to guarantee that it will always be accurate or defect free.
- The Foundation is not responsible for any errors or omissions contained in the Website, and reserve the right to make changes without notice.

### **5. Privacy**

- The Foundation will comply with:
  - all relevant privacy laws; and
  - our Privacy Policy,
 when collecting and handling any personal information that we obtain about you in connection with your use of the Website and our Services.

- A copy of our current Privacy Policy is available [here](#). By using our Website or our Services, making a Donation or otherwise dealing with us, you agree to our collection and handling of your personal information in accordance with our Privacy Policy.

## **6. Liability**

- You must use the Website in accordance with all applicable laws and only for the purposes permitted or contemplated by these Terms.
- We take no responsibility in respect of any use or reference to this Website or the information contained in it, and are not liable in any event for any loss or damages (whether direct, indirect, consequential or economic) whatsoever arising out of or related to this Website or the information it contains.
- To the extent permitted by law, we are not liable for any loss, cost, damage or injury arising out of your access to or use of the Website.

## **7. Intellectual property**

- We own or license from third parties all of the intellectual property in the Website and its contents. All materials and information on the Website may be downloaded for non-commercial or personal use only. You must not otherwise copy or reproduce in any form any of the materials (including graphics and logos) contained on the Website.
- Under no circumstances should the use of the Website be construed as granting a license or right to use any of the intellectual property rights displayed in the Website, without the prior written permission of the Foundation.

## **8. Donation Terms**

- Payment Methods: The Foundation accepts Donations through various payment methods, including credit card and direct deposit. The Donor agrees to pay any fees associated with their chosen payment method.
- Refunds: If you would like to request a refund of your Donation, please do so by contacting us via the contact details set out in section 10. Whether or not a refund is provided will be at the sole discretion of the Foundation Board.
- Use of Donations: The Donor understands that their Donation will be used to support the Foundation Purpose as stated in the Constitution, and that the Foundation may apply the Donation at its discretion to achieve the purpose. The Foundation is not obliged to use the Donation for any specific purpose, program, or project, unless this has been expressly agreed in writing.
- Tax deductibility: The Foundation is a deductible gift recipient. Donations to the Foundation of \$2 and over may be tax deductible. This will appear on your tax

receipt. If you set up any recurring donations, these will be tax deductible and will be receipted at the end of the financial year.

## **9. Governing law**

These Terms are governed by the laws of the State of Victoria, Australia, and we and you both submit to the exclusive jurisdiction of those courts.

## **10. Contact us**

All queries regarding these Terms should be addressed in writing to:

[secretary@mhfoundation.com.au](mailto:secretary@mhfoundation.com.au)