



Terms and conditions

These terms and conditions (Terms) govern your use of the following websites located at www.fightmnd.org.au, www.fightmnd.com, www.newcure.wpengine.com, www.needaniher.com, www.freezemnd.com, and www.forums.newcure.wpengine.com (Sites). Throughout these Terms, when we mention 'we', 'our' or 'us', we mean the Cure For MND Foundation, PO Box 23390, Docklands VIC 8012. **FightMND** is the legal trading name of the Cure for MND Foundation.

Acceptance

Please read these Terms carefully before using these Sites. By using these Sites, you agree to be bound by these Terms. If you do not wish to be bound by these Terms, you should not use these Sites and you should close the Sites immediately. We may revise these Terms from time to time. Revised Terms are effective immediately upon being posted onto this Site. Your continued use of these Sites will mark your acceptance of any such revised Terms.

Use of Content

Unless otherwise indicated by us, we own all intellectual property rights, including copyright, in all text, graphics, images, artwork, photographs, pictures, trade marks, logos, computer code and other materials posted on the Sites (Content), and the arrangement of this Content.

Occasionally, we may publish Content in which the copyright is not owned by us. When this is done, we make every effort to acknowledge the copyright owner. The Content may only be used by you for personal, educational and non-commercial purposes. You agree not to:

- (a) alter or remove any copyright, trade mark or other proprietary notice of ours or of any other company appearing on these Sites;
- (b) copy, sell, reproduce, republish, transmit or distribute, the Content or upload, post or display the Content on any other website or medium for publication or distribution or for any commercial enterprise;
- (c) modify or edit the Content in any way; or
- (d) to the maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used in connection with these Sites.

Our approval of any fundraising activity does not constitute permission to reproduce or modify any of the Content on these Sites and all requests for such permission must be approved by us in writing.

The Content on these Sites is for general information purposes only. We make no warranties or representations about the accuracy, reliability, currency or continuous supply of any of the Content on these Sites. As a user of these Sites, you are



required to make your own enquiries before entering into any transaction on the basis of, or in reliance upon, the Content.

In the event that you find any inaccurate information on these Sites, or have any complaint about what we have published, please email admin@fightmnd.org.au. We will investigate the matter on receipt of your email and will take such further action as we consider appropriate.

Your Conduct

You must use these Sites for lawful purposes only. You must not transmit via these Sites any material which is illegal, threatening, abusive, defamatory, invasive of privacy rights, vulgar, obscene, profane or otherwise objectionable or inappropriate, or which violates or infringes in any way upon the rights of others.

Orders

Any order placed by you through these Sites for a product, raffle ticket, or auction item is an offer by you to purchase the particular product for the price notified (including the delivery and other charges and taxes) at the time you place your order. Further to this, winning bids on online auction items are considered final and subject to these same conditions.

We reserve the right to accept or reject your offer for any reason, including, without limitation, the unavailability of any product, an error in the price or the product description posted on these Sites, or an error in your order.

If you order products from these Sites we may require you to confirm your details and to provide further details to enable the processing of any orders that you make. You agree to provide us with current, complete and accurate details when asked to do so by this Site or one of our employees.

We will email you an order confirmation for the sole purpose of confirming the details of your offer. Please note that our order confirmation does not constitute an acceptance of your offer or reflect the status of your order in any way.

Orders will not be accepted and products will not be despatched until payment in full has been received and we are satisfied with the integrity of the order and the validity of payment. We will send you a payment and delivery confirmation at that time.

Price

Prices of products and delivery and other charges displayed on these Sites are current at the time of issue, but are subject to change without notice. You should check the price of a product at the time of placing an order for it.

Prices of products displayed on these Sites are GST inclusive unless otherwise indicated.

Risk and Title

As between you and us, we will retain title to the products you order until the latter of your making payment in full for those products and delivery of the products to you, but all risk in the products will pass to you upon their delivery to you.

Refund & Exchange Policy

We are unable to accept returns or exchange merchandise because of dislike, over-ordering, or a change of mind. Exchange of sizes for clothing items will only be considered if the item is returned in original condition. Additionally, you can ask for a refund or exchange if an item has a major problem. This is when the item:

- has a problem that would have stopped someone from buying the item if they had known about it;
 - is unsafe;
 - is significantly different from the sample or description; or
 - doesn't do what we said it would, or what you asked for and can't be easily fixed
- Customers must meet the cost of returning the item and the cost of sending the replacement.

Please keep your proof of purchase

Delivery timeframes for merchandise will be as soon as possible given stock and posting constraints, or are as per that advertised on the website product page where stock delivery is anticipated within a specified timeframe. Refunds are not possible following completion of the order which constitutes acceptance of these terms.

If you receive faulty, damaged, or the wrong merchandise we will process an exchange for the same item(s). Please send an email to admin@fightmnd.org.au with your name, order number, and a detailed description of the problem. We will evaluate your request as soon as possible, and respond with instructions for return if applicable. All merchandise must be returned in the condition in which it was received. Replacement products will be shipped only after the Cure For MND Foundation has received the original merchandise.

All enquiries concerning merchandise orders must be made within 14 days of order receipt.

Donations^[1]_{SEP}

Access to the Cure For MND Inc, Neale Daniher, and FreezeMND websites including the "Donations" web pages, is provided "as is" and "as available" and without warranty of any kind except those not able to be excluded by Australian law. The Cure For MND does not guarantee such access, particularly access by mobile phone, or that such access will be continuous, uninterrupted or secure. Mobile phone access to the website is subject to network limitations and availability as well as factors beyond the control of the Cure For MND Foundation.

Other Terms and Conditions

Additional terms and conditions may apply to specific portions or features of these Sites, including contests, promotions or other similar features, all of which terms are made a part of these Terms by this clause.

You agree to abide by such other terms and conditions, including (where applicable) representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for, or applicable to, a specific portion of these Sites or for any service offered on or through these Sites, the latter terms will take precedence with respect to your use of that portion of these Sites or the specific service.

Liability

Your access to and use of these Sites is provided on an “as is” and “as available” basis.

To the full extent permitted by law, we disclaim all conditions, warranties or rights of any kind in relation to products, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We are not responsible for any loss or damage caused by these Sites (or a part of these Sites) being suspended, terminated or your access to and use of these Sites limited, or for late delivery or cancellation of an order of a product, except as set out expressly in these Terms.

While we exercise all due care, we cannot and do not guarantee or warrant that these Sites will be free of infection, viruses, defects, harmful components or any other codes that may have contaminating or destructive properties. We recommend that you install up-to-date virus protection software on your computer prior to using these Sites.

We also make no warranty that:

(a) the Sites or products which you order through the Sites will meet your requirements;

(b) the Sites will be uninterrupted, timely, secure, or error-free; or

(c) the quality of any products, services, information, or other material purchased or obtained by you through the Sites will meet your expectations.

Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right, at our option, to either:

(a) the re-supply of the products or services; or

(b) an amount equivalent to having the products or services re-supplied.

Except as expressly stated in these Terms and in respect of any liability that cannot be excluded by law, we will not be liable for any loss or damages of any kind (including any direct, indirect, incidental and consequential loss or damages) arising in connection with your access to, or use of, or inability to use these Sites, the Content (including linked websites) or products which you order through these Sites. The foregoing applies whether such loss or damages arise under contract, in tort, in negligence, under statute or otherwise.



Indemnity

We rely on you observing these Terms at all times. You agree to indemnify and hold us and our officers, employees and agents harmless from any claims of any nature whatsoever (including legal costs) by any third party arising out of or in connection with your access to and use of these Sites. The indemnity in this clause extends to and covers your breach of these Terms.

Third Party Sites

We may link these Sites to other websites which are not under the control of, or maintained by, us. We are providing these links to you only as a matter of convenience and, to the maximum extent permitted by law, we are not responsible for the content of such websites. We do not endorse or recommend any products, materials or services displayed or offered on any websites which may be linked to these Sites.

Links from External Sites

We may grant you permission to create a hyperlink from any other website to these Sites, upon request. You must receive our permission in writing prior to posting such a hyperlink.

All hyperlinks to these Sites must point to either www.newcure.wpengine.com, nealedaniher.com, or freezemnd.com and not to any internal page, and any text-only link must be identified as 'Cure For MND Foundation. Any deviation from these Terms must be approved by us in writing.

Privacy

We are committed to respecting and protecting your personal information. Please refer to our Privacy Policy to learn more about how we handle personal information. Should you have any questions in relation to our Privacy Policy please email admin@fightmnd.org.au.

General

These Terms between you and us will be governed by the laws of Victoria, Australia. You agree that any dispute or legal proceeding in relation to this Site shall be brought exclusively in the courts of Victoria, Australia.

Although these Sites can be accessed throughout Australia and overseas, we do not represent that the content of these Sites complies with the laws (including the intellectual property laws) of countries outside Australia. If you access these Sites from outside Australia, you do this at your own risk and are responsible for ensuring compliance with all laws in the place where you are located.

If any provision or part of a provision of these Terms is held by a court of competent jurisdiction to be contrary to law, all other provisions shall remain in full force and effect.

These Terms comprise the entire agreement between you and us in respect to your use of this Site.

Privacy Statement and Privacy Policy

Your privacy is important to **FightMND** and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.aic.gov.au

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual.

Examples of Personal Information we collect include: names, addresses, email addresses, phone numbers and your credit card information.

This Personal Information is obtained in many ways including correspondence by telephone, by email, via our website, when you donate, from other publicly available sources, from cookies and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you and communication with you. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing using the contact details set out in this policy or following the instructions contained in an email.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

If collected, Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.



Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Please note that notwithstanding any other provision of this Policy (or the Privacy Policy of ShoutforGood (FightMND's payments facilitator)), FightMND's agreement with Shout provides that they are not to disclose any of your information with anyone except for the facilitation of payments.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

FightMND will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change from time to time and is available on our website.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy please contact us at:

FightMND

PO Box 23390

Docklands Vic 8012

Telephone: 1800 287 3663

E-mail: info@fightmnd.org.au