



Terms and Conditions

Last updated December 2023

These Terms and Conditions (Terms), apply for use of websites operated by and on behalf of Cure for MND Foundation INC (ABN 62 740 350 704) (**FightMND, we, us or our**) at <https://fightmnd.org.au/> including their subdomains and any other websites we operate from time to time (collectively the Website)

Acceptance

Please read these Terms carefully before using these websites. By using these websites, you agree to be bound by these Terms. If you do not wish to be bound by these Terms, you should not use these websites and you should close the websites immediately. We may revise these Terms from time to time. Revised Terms are effective immediately upon being posted onto the website. Your continued use of these websites 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 websites (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 websites;
- (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) maximum extent permitted by law, reverse engineer, translate, adapt or modify any software used in connection with these websites.

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

The Content on these websites 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 websites. As a user of these websites, you are required to make your own enquiries before entering into any transaction on the basis of, or in reliance upon, the Content.

If you find any inaccurate information on these websites, or have any complaint about what we have published, please email info@fightmnd.org.au and 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 websites for lawful purposes only. You must not transmit via these websites 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 websites for a product, raffle ticket, or auction item is an offer by you to purchase the item 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 websites, or an error in your order.

If you order products from these websites 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 website 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 dispatched 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 websites 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 websites 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 info@fightmnd.org.au with your name, order number, and a detailed description of the problem. We will evaluate your request as soon as practical 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 we have received the original merchandise.

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

Donations

Access to our 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 and we do not guarantee such access.

Other Terms and Conditions

Additional terms and conditions including our Privacy Statement and Privacy Policy may apply to specific portions or features of these websites, 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 websites or for any service offered on or through these websites, the latter terms will take precedence with respect to your use of that portion of these websites or the specific service.

Liability

Your access to and use of these websites 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 websites (or a part of these websites) being suspended, terminated or your access to and use of these websites 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 websites 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 websites.

We also make no warranty that:

- (a) the websites or products which you order through the websites will meet your requirements;
- (b) the websites 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 websites 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 websites, the Content (including linked websites) or products which you order through these websites. 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 websites. The indemnity in this clause extends to and covers your breach of these Terms.

Third Party Websites

We may link these websites 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 websites.

Links from External Websites

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

Privacy

We are committed to respecting and protecting your personal information. Please refer to our Privacy Statement and Privacy Policy published on www.fightmnd.org.au to learn more about how we handle personal information.

Should you have any questions in relation to our Privacy Policy please email info@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 website shall be brought exclusively in the courts of Victoria, Australia.

Although these websites can be accessed throughout Australia and overseas, we do not represent that the content of these websites comply with the laws (including the intellectual property laws) of countries outside Australia. If you access these websites 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 website.