

1. Use of Information Gathered

Cancer Council places importance and emphasis on the confidentiality of an individual's private and sensitive information. Cancer Council is bound by, and also complies with the Privacy Act 1988 and the Australian Privacy Principles (APPs), the Health Records and Information Privacy Act 2002 and Cancer Council's own Privacy Policy, which outlines how Cancer Council is to comply with both Acts in managing the personal information it holds.

Cancer Council and/or people authorised by it may gather and process the information:

- a) which you may provide when accessing the Website, such as your name, address, email address and other personal information;
- b) posted by you on the Website; and
- c) regarding the way in which you use the Website including, without limitation, information acquired through the use of cookies programmed during the accessing of the Website.

The gathering and processing of information is for our charitable purposes generally including research and assessment purposes.

For further information about any matter relating to privacy please refer to Cancer Council website at <https://www.cancercouncil.com.au/privacy/>.

2. Participation in your event

You participate in your fundraising event at your own risk and subject to the Terms and Conditions of participation and other documents provided to you in your welcome pack. It is your responsibility to comply with all legal requirements relating to your fundraising event and you are responsible for obtaining your own insurance coverage as you consider appropriate for your fundraising event or activity.

3. Parental consent

It is a condition of use of this Website that any person under the age of 16 conducting a fundraising event or activity be appropriately supervised by an adult. Where a child is under the age of 12 he or she must only operate the Website under the direct supervision of a parent or carer. We may refuse access to the Website to any child under the age of 16 until we receive permission from their parent or guardian.

4. Credit Cards and Refunds

You agree not to use an invalid or unauthorised credit card. Once a donation has been made, the transaction is final and refunds will not be given except where unauthorised use of a payment card can be proved. If you become aware of a fraudulent use of your card, or it becomes lost or stolen, you must notify your card issuer.

5. Use of Material on the Website

Unless indicated otherwise all information contained on this Website including text, images, graphics, audio and video clips and all intellectual property rights, including copyright, is owned by and proprietary to Cancer Council. Except for

the limited use set out the following paragraph, you may not reproduce, distribute, retransmit, upload, re-post content or frame the material on the Website with other material on any other website or make any other use of the Website, or the material contained on it, for any purpose.

Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

6. Links to other Websites

Cancer Council provides links on the Website to other websites that are not under its control. It is not responsible for the contents of any linked website, or any link contained in a linked website, or any changes or updates to such websites.

These links are provided for convenience of reference only and are not intended as an endorsement by Cancer Council of the organisation or individual operating the website.

7. Uploading information

You represent and warrant in relation to any material and/or information you provide to the Website that:

- a) you are authorised to provide the material and/or information;
- b) the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
- c) the material and/or information is not a 'passing off' of any product or service and does not constitute unfair competition;
- d) the material and/or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
- e) the material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the Australian Competition and Consumer Law, and the Fair Trading Act 1987 (NSW) and equivalent state and territory legislation and any other parliament competent to legislate in relation to the Website or any law in any country where the material and/or information is or will be available electronically to users of this Website.

8. Conduct

You agree not to use this Website to:

- a) Upload, post, email, transmit or otherwise make available any material that is abusive, harassing, obscene, defamatory or is otherwise offensive;
- b) Harm minors in any way;
- c) Impersonate any person or entity, including, but not limited to, staff members and volunteers of Cancer Council NSW and their affiliates;

- d) Collect or store personal data about other users of this Website that is of a personal nature;
- e) Upload, post, email, transmit or otherwise make available any unsolicited material or advertising, including, but not limited to junk mail, surveys, pyramid schemes and chain letters.

9. Licence to Use Intellectual Property

By uploading any material which is intellectual property including, but not limited to, copyrighted works, trademarks and service marks (the intellectual property) on to the Website, you are granting Cancer Council a perpetual, non-exclusive and payment-free licence throughout the world to:

- a) reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users, and sublicense others to do so;
- b) reproduce, use and exploit the content, material and information that you post onto the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users and sublicense others to do so;
- c) allow Cancer Council to sub-licence others the same rights granted to Cancer Council in (a) above.

10. Removal of Information

In relation to any material and/or information included on the Website, Cancer Council may remove any material and/or information, including but not limited to links to other sites, at any time without giving any explanation or justification.

Cancer Council retains the right at all times, and at its sole discretion, to:

- a) Monitor, retain or disclose any information on the Website when necessary to satisfy any applicable regulations or legal process;
- b) Pre-screen, block or remove any content posted or uploaded by users of the Website which it considers inappropriate, including but not limited to, material that it considers may violate its Privacy Policy or these Terms of Use;
- c) Suspend your access to the Website and its services without notice to you if you fail to comply with these Terms of Use.

11. Disclaimer

Cancer Council and its respective officers, employees and agents shall have no liability for any costs, losses or damages of any kind, which you may incur, arising either directly or indirectly from your access and use of the Website or the conduct of your fundraising activity. Without limiting the generality of this clause, this applies in relation to or in connection with any material and/or information supplied in respect of advertising and information provided on this Website and as a consequence of removing any material and/or information from this Website.

Cancer Council does not give, or purport to give any medical advice, and is not qualified to do so.

To the full extent permitted by law, Cancer Council NSW disclaims any and all warranties and guarantees, express or implied:

- a) regarding the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
- b) regarding the merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.
- c) that the Website, or its server are free of software viruses, the operation of the Website will be uninterrupted or error free, or that errors and defects will be corrected.

Cancer Council is not liable to you for defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of Cancer Council, its employees or independent contractors, or through any other cause.

12. Limitation of liability

The disclaimer in clauses 11 to 13 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities or implied consumer guarantees are not permitted by law. To the full extent permitted by law, Cancer Council NSW's liability for any implied warranty or condition or consumer guarantee is limited, at the choice of Cancer Council NSW, to one or more of the following:

- a) If the breach of an implied warranty or condition relates to services:
 - I. the supply of the services again; or
 - II. the payment of the cost of having the services supplied again.
- b) If the breach of an implied warranty or condition relates to goods:
 - I. the replacement of the goods or the supply of equivalent goods;
 - II. the repair of such goods; or
 - III. the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

13. Indemnity

You will at all times indemnify and keep indemnified Cancer Council and its respective officers, employees and agents (in this clause referred to as those indemnified) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of any breach of these Terms of Use by you; and publication of or distribution of the material and/or information supplied by you.

14. Governing Law and Jurisdiction

These Terms of Use and all other specific and additional terms which govern your use of and access to this website will be governed by and construed in accordance with the laws of the state of New South Wales, Australia, and you acknowledge that you submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.