

**MELANIE JEWSON FOUNDATION LTD**  
ACN 651 930 255  
**TERMS AND CONDITIONS**

**1. TERMS AND CONDITIONS**

The following Terms apply to your use of the Site, all Events, Donations and the sale of Goods by MJF.

**2. DONATIONS**

- 2.1. MJF is registered as a charity with the Australian Charities and Not for Profits Commission.
- 2.2. MJF will not accept a Donation where:
  - 2.2.1. there is a reasonable belief that the donor is in vulnerable circumstances or lacks capacity to make a decision to donate; or
  - 2.2.2. accepting the Donation would compromise the interests and objectives of MJF's purpose and cause;
  - 2.2.3. the cost of accepting the Donation will be greater than the value of the Donation; or
  - 2.2.4. there is reason to believe that accepting the Donation may give rise to litigation.
- 2.3. MJF will consider all requests for a refund for Donations and will ensure genuine errors are corrected, however MJF is under no obligation to give refunds and the decisions on refunds will be at MJF's discretion. If you would like to request a refund in respect of a Donation, please provide details of the Donation, the amount, the date and the circumstances justifying your request.
- 2.4. If a Donation is refunded, the associated tax receipt is no longer valid and should be securely destroyed.
- 2.5. It is your responsibility to submit correct receipts to the Australian Taxation Office.

**3. EVENT**

- 3.1. MJF may, at its discretion, change the date of an Event, change the venue where an Event is being held, re-schedule an Event or cancel an Event.
- 3.2. In circumstances where an Event is cancelled and cannot be rescheduled, you agree that MJF is entitled to retain a portion of the price you have paid to attend the Event to recover reasonable costs or losses in respect of the cancellation.

**4. SALE OF GOODS**

- 4.1. From time to time, MJF may sell Goods either at Events or via the Site.
- 4.2. MJF may cancel an order for Goods via the Site at any time prior to delivery by notice to you where the requested Goods are not available, there is an error in the price or description of the Goods, or the order has been placed in breach of these Terms. Where MJF cancels an Order, MJF will give you a refund of any price paid for that order.
- 4.3. MJF may change any advertised price for Goods at any time without notice.
- 4.4. MJF will endeavour to meet the delivery milestones specified in an order for Goods via the Site, however you acknowledge that MJF is not responsible for delays in delivering the Goods to the extent MJF is not directly and solely responsible.
- 4.5. Delivery of the Goods occurs when they are delivered to you at the address specified in an order. Risk in the Goods pass to you on delivery.
- 4.6. You are solely responsible for any use of the Goods by you or any third party whether authorised or not and must not resell the Goods without MJF's written consent.
- 4.7. You must not alter, tamper, reverse engineer, repair the Goods or cause or allow a third party to do so without MJF's consent.
- 4.8. If you are a consumer under the ACL, the Goods may come with guarantees that cannot be excluded under the ACL and you are entitled to your choice of a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage;
  - 4.8.2. MJF's choice of having the Goods refixed, repaired, replaced or refunded if failure does not amount to a major failure. We'll do this within a reasonable time.

**5. ONLINE PRESENCE**

- 5.1. MJF operates the Site, which is provided for your personal use only via standard web and mobile internet browsers. Access to the Site may be suspended, restricted or terminated at any time.
- 5.2. You must not, and not allow others to use or permit anyone else to access the Site:
  - 5.2.1. to upload, send or receive any defamatory, unlawful, abusive or pornographic material or material that infringes the rights of third parties;
  - 5.2.2. to upload, send or receive any material which is technically harmful, limits the functionality of software or hardware or intended to intercept communications;
  - 5.2.3. for any purpose that is unlawful or fraudulent, attempts to access unauthorised data or configurations or interferes with the functionality of the Site;
  - 5.2.4. to send unsolicited mail messages;
  - 5.2.5. with any robot, spider or similar manual or automatic tool or process for any reason without MJF's written consent use the Site; or
  - 5.2.6. in breach of these Terms.
- 5.3. MJF does not warrant that the Site will be available at all times or is free from viruses and where the Site contains links to third party sites, MJF assumes no responsibility for the content of such third party sites.
- 5.4. MJF grants you a limited, personal, non-transferable, non-exclusive, revocable license to access and use the Site pursuant to these Terms.
- 5.5. All IPR in the Site, materials, information and content on the Site, any database operated by MJF, all the Site design, text, graphics, software, photos, video, music, sound, data, all software compilations, underlying source code (including applets and scripts) is MJF's property (or that of MJF's licensors). You shall not, and shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.
- 5.6. If you communicate with MJF, you grant MJF an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on the Site and developing your ideas and suggestions.

**6. REGISTRATION**

- 6.1. You may create an account on the Site. MJF reserves the right to decline registration or to cancel an account at any time.
- 6.2. When you create an account, MJF will collect, store and disclose your information in accordance with MJF's Privacy Policy.
- 6.3. You must keep your account password confidential and are entirely responsible if you do not maintain such confidentiality. You must immediately notify MJF if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or any breach of security known to you. You agree that MJF is not responsible or liable in the event that a person to whom your password is disclosed uses the Site.
- 6.4. You warrant that all information you provide in your account is accurate and up to date and you will promptly inform MJF of any changes.
- 6.5. MJF may without notice suspend or close your account if you (or someone accessing your account) is in breach of these Terms or MJF reasonably suspects such a breach has occurred or will occur.

**7. WARRANTIES**

To the extent permitted by law, MJF excludes all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these Terms.

**8. INDEMNITY**

You indemnify, and keep indemnified, MJF and its directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by MJF arising from any claim, demand, suit, action or proceeding by any person against MJF where such loss or liability arose out of, or in connection with your acts or omissions or breach of these Terms, or in respect of a Donation, Event or the sale of Goods.

**9. VARIATIONS**

MJF may amend these Terms at any time by posting such amendments on the Site. Any amendments only apply prospectively from the date of amendment.

**10. PRIVACY**

Our commitment to privacy is set out in MJF's Privacy Policy.

**11. FORCE MAJEURE**

Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under these Terms (other than an obligation to pay money due) or for any loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of an event beyond that party's reasonable control.

**12. SEVERABILITY**

If any portion of these Terms are deemed by a Court of competent jurisdiction to be invalid, then the remainder of these Terms shall remain in full force and effect and the offending provision or provisions severed.

**13. GOVERNING LAW**

These Terms will be governed by the Laws of Victoria.

**14. WAIVER**

A provision of these Terms, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

**15. UNFAIR TERMS TO BE READ DOWN**

15.1. If any law making unfair contract terms void or unlawful could apply to a term in these Terms, the following rules apply to interpreting that term.

15.1.1. if the law would make the term void because the term permits MJF to exercise a right or discretion in a way that would cause detriment to you, the term shall be read down and construed to the extent as not to permit MJF to exercise the right or discretion in such a way;

15.1.2. if the law would make the term void because it authorised MJF to recover costs or losses or damages to be calculated in a way we chose, the term shall be read down and construed as authorising MJF to recover the maximum reasonable costs, losses and damages to be calculated in a reasonable way that did not cause the term to be void.

15.2. If, despite the application of this clause, the law would make the term void, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void. These reading down rules apply before any other reading down or severance provision in these Terms.

**16. INTERPRETATION**

In these Terms:

16.1. headings, bold type and square brackets are for convenience only and will not affect interpretation of these Terms;

16.2. words in the singular include the plural and words in the plural include singular, according to the requirements of the context;

16.3. a reference to a legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them; and

16.4. a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and

**17. DEFINITIONS**

17.1. **ACL** means the Australian Consumer Law.

17.2. **Donation** means a donation made, or to be made, by you to MJF.

17.3. **Event** means an event (whether for fundraising purposes or otherwise) held by MJF.

17.4. **Goods** means the items, goods and/or deliverables sold, or to be sold, by MJF to you.

17.5. **IPR** means any intellectual property rights and includes all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered.

17.6. **MJF** means the Melanie Jewson Foundation Limited ACN 651 930 255.

17.7. **Privacy Policy** means MJF's Privacy Policy from time to time available on the Site.

17.8. **Site** means [www.mjf.org.au](http://www.mjf.org.au).

17.9. **Terms** means these terms and conditions.