

Spring Challenge Terms and Conditions

This section sets out the terms that apply to your use of the Spring Challenge website (available at fundraise.wchfoundation.org.au/event/spring) (**Website**) and resources that are supplied by Women's & Children's Hospital Foundation Incorporated (**WCH Foundation** or **we**) as part of the Spring Challenge fundraising event (together, the **Services**). By accessing or using the Website or the Services, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions, as updated from time to time.

1. Content created by WCH Foundation- WCH Foundation owns or licenses from third parties all of the trademarks, copyright and other intellectual property that exists in the Services. WCH Foundation grants to you a non-exclusive, royalty-free licence to use advertising and other materials, artwork, logos or images provided to you, to promote the Spring Challenge and the WCH Foundation. Excepting this permitted use, you must not use, copy, reproduce, distribute, modify or sub-license in any form any of the content, graphics, logos or other materials from our Website or Services unless you have our specific written permission.

2. Content posted by you- Any content that you post to the Website (e.g. photos, videos and comments) is your responsibility, and you warrant to WCH Foundation that you have the necessary rights and permissions to post that content (e.g. by obtaining permission of copyright owners if necessary or by obtaining permission to use or disclose personal information of third parties). Where you post content linked with a third party, you are bound by the terms and conditions of that third party service. By posting any content, you also grant WCH Foundation a non-exclusive, transferable, royalty-free worldwide licence to use and reproduce that content, including to create derivative works which incorporate that content.

3. Third party copyright infringement- WCH Foundation follows the provisions of the Copyright Act 1968 (Cth) and other relevant copyright legislation as applicable. If you believe that someone else is using your copyright material or trademark without your permission, please contact us at community@wchfoundation.org.au to report the infringement.

4. Respect the Spring Challenge Community- Stay respectful by adhering to the following:

- a) You must not collect user's content using automated means
- b) You must not interfere with our website, amend any Website content, upload viruses or other malicious code
- c) You must not bully, intimidate, discriminate or harass anyone
- d) You must not post any content that infringes or violates someone else's rights, or otherwise violates the law, or that is discriminatory, hateful, pornographic, threatening or violent

5. Resources WCH Foundation provides you- The information available through the Website and Services is subject to updates from time to time (because some of that information is based on material provided by third parties) and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Website or Services is or will be current, complete or accurate at all times. You agree that you will make your own enquiries to determine whether the information you obtain through the Website or Services is current, complete and accurate before using or otherwise

relying on it. WCH Foundation will not be liable for any costs, damages, liability or losses you suffer or incur through your use of our Services or your failure to comply with this paragraph.

6. Third party links: The Website or Services may contain links to other websites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them.

7. Fundraising events or activities for the Spring Challenge– If you choose to host or organise a fundraising event or activity as part of your Spring Challenge you accept that you are responsible for the organisation and running of the activity, which includes acquiring any necessary permits, permissions and/or insurance, and complying with all legal requirements, required to hold said activity. There may be risks and dangers inherent to an activity, and by choosing to host an activity you understand and accept that WCH Foundation will not have any liability in relation to any injury, damage or loss incurred in connection with your event.

8. Authority to fundraise– WCH Foundation is the holder of a licence under the Collections for Charitable Purposes Act 1939 (SA) (**CCP Act**) (CCP number: 2656). WCH Foundation hereby authorises you to act as a collector for the purposes of sections 6 and 8 of the CCP Act. You further acknowledge that you will comply with your obligations under the CCP Act and the Code. You must tell each person from whom money is collected, or attempted to be collected:

- your name; and
- that you are not acting as a paid collector.

If asked, you must also provide the following information about WCH Foundation:

CCP Licence: Held by Women's & Children's Hospital Foundation Incorporated

Contact: Ms Verity Gobbett Address: 55 King William Road, North Adelaide SA 5006 Telephone: 08 8464 7900 Email: finance@wchfoundation.org.au

Further Information: www.cbs.sa.gov.au and www.acnc.gov.au.

9. Participating in a WCH Foundation hosted event– You acknowledge that if you participate in a Spring Challenge hosted event of any sort, you do so at your own risk and that the WCH Foundation will not have any liability in relation to any injury, damage or loss you suffer as a result.

10. Your participation– Any involvement in the Spring Challenge should only be undertaken with consideration given to your existing physical health, any medical conditions you may have and advice from appropriate health professionals. The information provided on this site, any Spring Challenge materials, and any linked sites, is not a substitute for medical or professional care or advice particularly in relation to the suitability or safety of any given activity. The WCH Foundation is not liable for any injury, damage or loss you may sustain or incur, related to your involvement in the Spring Challenge.

11. Parental Consent- If you are under 18 years of age, you must have permission from your parent or guardian to fundraise and participate in the Spring Challenge.

12. Your Fundraising Page- When you register for the Spring Challenge you will automatically setup a personal online fundraising page. You can distribute a link to your personal fundraising page to your network. If you are unsure how to share this link please contact community@wchfoundation.org.au

13. Donations- You must use the Funraisin donation portal to fundraise as part of the Spring Challenge. You must comply with any end user licence agreement or other terms and conditions provided by Funraisin. Donors who make a donation of \$2 or more via the Funraisin platform will automatically be issued with a receipt by email at the time of making the donation. If you are made aware of a donor that does not receive a receipt by email, please request them to contact Funraisin or community@wchfoundation.org.au.

14. Fundraising restrictions- As a participant of Spring Challenge you must not:

- act as a collector by placing an unattended collection box in a public place;
- approach the general public by way of door to door, street or telephone collections as part of your fundraising; or
- charge an entry fee for entertainment, or conduct a 'lottery' within the meaning of the Lotteries Act 2019 (SA), as part of your fundraising, without the prior written approval of WCH Foundation.

15. Campaign period- The Spring Challenge campaign opens 1 September and is open through to 31 October.

16. Refunds- If a donor makes a donation in error, WCH Foundation will use all reasonable endeavours to attempt to refund this donation, as long as proof can be provided and a request is made to community@wchfoundation.org.au. Refund requests must be made within 20 calendar days of the date on which the donation was made. Refund requests based on a change of mind and after 20 calendar days will not be accepted. WCH Foundation will use all reasonable endeavours to process your refund request however makes no warranty that it will be able to process a request.

17. Our rights- WCH Foundation may remove any content posted by you or prevent access by you to our Services at its entire discretion. Without prejudice to any other remedies we may have, WCH Foundation may suspend or terminate your access to the Services and participation in the Spring Challenge immediately by giving notice if you are in breach of the Terms and Conditions, or it is necessary due to any standard operating procedures or security issues. Any failure by WCH Foundation to enforce our rights under these Terms and Conditions is not a waiver and we remain entitled to enforce our rights.

18. Teams- If you are signed up to a Spring Challenge team and the page indicates such, you consent to WCH Foundation sharing your personal information with the team captain, in order to enable communication.

19. Privacy- Please refer to the WCH Foundation Privacy Policy at:

<https://wchfoundation.org.au/privacy/>. By signing up to and participating in the Spring Challenge, you acknowledge the collection, use and disclosure of your personal information in accordance with the WCH Foundation Privacy Policy. You consent to WCH Foundation using your personal information for the purpose of promoting and co-ordinating future Spring Challenge fundraising events.

20. Entities and governing law- the Spring Challenge is an event operated by WCH Foundation. These Terms and Conditions form an agreement between you and WCH Foundation, and are governed by the laws of South Australia, Australia. You submit to the exclusive jurisdiction of the courts of South Australia, Australia.

21. **Disclaimer:** We would like to ensure that while participating in this campaign may have health benefits, WCH Foundation cannot provide any warranty whatsoever that this campaign will achieve your goals and has not considered your particular health requirements in developing this program.

22. **No warranty as to information-** You must not rely on the information on this website, in WCH Foundation communications or printed materials as an alternative to medical advice from your doctor or other professional healthcare provider. For the avoidance of doubt, the WCH Foundation makes no warranty in relation to the information contained in any materials or information provided as Services.

23. **Liability-** WCH Foundation and its respective employees shall have no liability for any costs, losses or damages of any kind, which you may incur, arising either directly or indirectly from your participation in the Spring Challenge.

24. **Use of funds-** You acknowledge that the WCH Foundation is not bound to use funds that you collect on behalf of WCH Foundation as part of the Spring Challenge for a purpose you may specify.

25. **Suspension, withdrawal or changes to the Website** - WCH Foundation reserves the right to suspend your use of, or withdraw, the Website or Services and/or any of its features; or add to, amend, remove or disable access to any part of the Website at any time and for any reason without notice to you.

26. **Amendments** - We may amend these Terms and Conditions from time to time, by posting an updated version of these Terms and Conditions on the Website. Any amendments will be effective immediately upon being posted. You should regularly check these Terms and Conditions for any amendments. If these Terms and Conditions are amended, you must follow the updated Terms. By continuing to use the Website, you agree to be bound by the updated Terms and Conditions. If you do not agree to be bound by the updated Terms and Conditions, you must stop using the Website and Services.

27. **Liability** - To the extent permitted by law: a) we exclude from these Terms and conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void); and b) we disclaim all liability (including any indirect, special, incidental, consequential, punitive or exemplary damage or Loss) suffered or incurred by you or any third party, whether directly or indirectly, by reason of any use of the Website or the Services.