

Do Something Brilliant Terms and Conditions

The terms and conditions below govern the general use of the Aspect (Autism Spectrum Australia) **Do Something Brilliant** Website. By using and/or registering a fundraising page on the Website, the user (referred in these terms and conditions as 'you' or 'user' or 'fundraiser') acknowledge and agree that you have read, understood and accept to be bound by these terms and conditions.

Aspect reserves the right in its absolute discretion to refuse access to or suspend any services from the Website without notice to you if you are in breach of any of these terms and conditions at any time, or for any other reason as determined by Aspect in its absolute discretion.

1. Use of the Website

- 1.1 By using this Website you warrant that you are aged 18 years or over.
- 1.2 Where the user is under the age of 18 you are required to have a parent or guardian read and accept these terms and conditions of entry on your behalf.
- 1.3 You acknowledge and agree that Aspect may refuse access to the Website or suspend its services to any fundraiser under the age of 18 until it is satisfied that parental or guardian consent has been given.
- 1.4 The user acknowledges that the Website is provided "as is", and Aspect gives no express warranties of any kind relating in any way to the Website, including:
 - (a) warranties as to the performance, merchantability or fitness for a particular purpose; or
 - (b) a warranty that the user's access to or use of the Website will be uninterrupted or error-free, or that the Website (including its content), or any emails received from Aspect will be free from viruses (and, to this end, the Entrant should protect its software and systems by installing and implementing its own virus, security and system checks).
- 1.5 To allow greater convenience to the user and to assist Aspect in delivering services from the Website, Aspect may use third party payment processing services on the Website. The user's use of any such third party payment processing services is governed by that third party's services terms and conditions which are separate and additional to these terms and conditions.
- 1.6 Aspect makes no warranties or representations with respect to the usability, performance and accuracy of such third party payment processing services and the user may not make a claim on Aspect with respect to any cost, loss or damage arising from its use of the Website or third party payment processing services.

2. Use of material on the Website

- 2.1 Unless indicated otherwise all material and information contained on the Website including, without limitation, logos, text, images, graphics, audio and video clips and all intellectual property rights, including copyright, (collectively referred to as 'Material') is owned by and proprietary to Aspect. Except for the limited use set out in clause 2.2, 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.
- 2.2 Notwithstanding the above restrictions on the use of the Material on the Website and subject to the Copyright Notice set out in clause 10, 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.

3. Links to other Websites

- 3.1 Aspect may from time to time and at its discretion provides links on the Website to other websites which includes, without limitation, webpages for external or Aspect run events, such websites which may or may not be under Aspect's control. You acknowledge and agree that Aspect 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 and that any terms and conditions applicable to your participation in or use of any events or services on such external webpages are separate and in addition to the terms and conditions set out here.
- 3.2 These links are provided for convenience of reference only and must not be regarded as an endorsement by Aspect of the organisation, event and/or activity or the individual/personality operating the website.
- 3.3 You acknowledge and agree that use or access to any external links are at your own risk and you agree to release Aspect from and against any loss, liability, damage, claim or action with respect to your use or access to the external links.

4. Uploading information

- 4.1 You represent and warrant in relation to any user material (which includes without limitation photographs, images and films) and/or information you upload to the Website or otherwise provide to Aspect (User Material) that:
- (a) you are the creator and copyright owner of the User Material and are authorised to provide, share and use the User Material;
 - (b) any User Material uploaded to the Website or used by you is not defamatory, illegal or a malicious falsehood in relation to any product, service, person or corporation;
 - (c) the User Material is not a 'passing off' of any product or service and does not constitute unfair competition;

- (d) the User Material 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;
- (e) all permissions and consents with respect to the sharing and/or use of the Materials have been obtained; and
- (f) the Material 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 User Material is or will be available electronically to its users.

5. Conduct

5.1 You agree not to use this Website to:

- (a) upload, post, email, transmit, share or otherwise make available any material that is abusive, illegal, harassing, obscene, defamatory or is otherwise offensive;
- (b) harm minors in any way or otherwise engage in harmful activities;
- (c) impersonate any person or entity, including, but not limited to, staff members and volunteers of Aspect and their affiliates;
- (d) collect, access 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; and
- (f) carry out illegal activities.

6. Fundraising requirements

6.1 Any external or third party fundraising event and/or activity you undertake is at your risk and subject to that event or activity's relevant terms and conditions laid out in the registration process for that event and/or activity.

6.2 While the participation in such event or activity is for the purpose of raising funds for Aspect, you acknowledge and agree that:

- (a) any participation or engagement in such event and/or activities must be in your personal name and cannot be in the name of Aspect;
- (b) as Aspect is unable to oversee, participate in or coordinate activities on your behalf, you acknowledge and agree that any participation is at your risk and that it is your responsibility to comply with all legal requirements and applicable terms and conditions relating to your fundraising event; and
- (c) you are responsible for obtaining your own insurance coverage a reasonably prudent person would deem appropriate for your fundraising event or activity.

6.3 You acknowledge and agree that:

- (a) Aspect will not endorse extreme sports activities such as parachuting, paragliding or bungee jumping, motor vehicle and motor bike racing and activities that involve marine risks unless you are able to provide evidence that you carry adequate public liability insurance to cover yourself and the participants in the proposed activity or event to the satisfaction of Aspect;
- (b) you warrant and represent that you have procured and hold current all applicable permits and approvals from all relevant bodies or authorities required under any fundraising legislation in the state or territory you propose to carry out the fundraising event and/or activity.
- (c) Aspect is not liable for and is fully and irrevocably released from all liability for any loss, damage, cost or expense incurred by you or claimed against you in participating in the external or third party fundraising event and/or activity; and
- (d) you will indemnify, and keep indemnified, Aspect for and against any action, claim, loss or damage, arising from, whether directly or indirectly or consequentially, or in connection with your failure to:
 - (i) to procure and keep current all relevant approvals and permits for the fundraising activity and/or event;
 - (ii) to procure adequate insurance as reasonably required for the fundraising activity and/or event; and
 - (iii) comply with the event's or activity's terms and conditions.

7. Licence to Use Intellectual Property

7.1 By uploading any User Material on to the Website, you agree to grant Aspect a perpetual, non-exclusive, irrevocable and payment-free licence throughout the world to reproduce, use and exploit the intellectual property of the User Material, in any manner Aspect deems fit and to sublicense to others for this purpose.

8. Removal of Information

8.1 In relation to any User Material included or uploaded on the Website, Aspect 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.

8.2 Aspect 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 laws, regulations or legal process;
- (b) pre-screen, block or remove any content or User Material posted or uploaded by users of the Website which it considers, in its absolute discretion, to be inappropriate, illegal or likely to expose Aspect to disrepute, including but not limited to, User Material that it considers may violate its Privacy Policy or these terms and conditions; and

- (c) suspend your access to the Website and its services without notice to you if you fail to comply with these Terms of Use.
- (d) You acknowledge and agree that if your account is suspended on account of your failure to comply with these Terms and Conditions or Terms of Use, any funds raised under your account will remain with Aspect.

9. Privacy

9.1 Aspect discloses that it collects two types of information through the Website namely:

- (a) personal or individually identifiable information (Personal Information which has the same meaning as defined in the Privacy and Personal Information Protection Act 1998 (NSW)) that the user provides; and
- (b) standard web server/visitor traffic information such as ISP addresses, browser versions, referring websites, duration of visits and total visitor traffic, (collectively referred to as Information).

and that this Information helps Aspect to:

- (c) carry out its obligations with respect to the events/activities;
- (d) understand how people use the Website; and
- (e) manage its Website(s) to better serve its audience.

9.2 The user's Personal Information is being or has been collected by Aspect to facilitate services or products requested by the User and/or to keep the user informed about Aspect's related activities. Aspect may send the user information about programs, products, services, fundraising or other activities which Aspect thinks may interest the user. The user's Personal Information may be provided to third parties where required by law or so that such third parties may provide Aspect with services, or where Aspect participates in data cooperatives and swaps.

9.3 By providing Information to Aspect and by using the Website, the user consents to its information being disclosed or used for the purposes set out above in clause 9.1. Aspect will take reasonable steps to ensure that such third parties deal with the user's Information appropriately.

9.4 For further information on Aspect's Privacy Policy, please refer to

<https://www.aspect.org.au/privacy-policy> or by calling 1800 277 328) for further details.

10. Copyright Notice

10.1 Copyright to Material associated with Aspect, Do Something Brilliant and any activities and/or events on the Website belongs to Aspect. The user is granted permission to browse this Material, including making temporary copies to facilitate such browsing, to create links to these pages and print a hard copy for non-commercial, personal use.

10.2 The Users may reprint the Material without permission from the Website provided it makes appropriate acknowledgment and the integrity of the source document is maintained. Logos and marks of Aspect's and marks in connection with the fundraising events may be

used in connection with fundraising for the events and other non-commercial uses for promoting the events/activities but must otherwise only be used with the express, prior written consent and approval of Aspect.

11. Disclaimer

- 11.1 Aspect 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 by you in respect of advertising and information provided on this Website and as a consequence of removing any material and/or information from this Website.
- 11.2 To the full extent permitted by law, Aspect disclaims any and all warranties and guarantees, express or implied:
- (a) regarding the accuracy, reliability, timeliness or otherwise of any information or services provided, 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
 - (c) that the Website, or its server are free of software viruses, the operation of the Website will be un-interrupted or error free, or that errors and defects will be repaired or remedied.

12. Release and Indemnity

- 12.1 You acknowledge and agree that:
- (a) Aspect is not liable for any damage, loss or injury incurred by you to your person or property whether directly, indirectly or consequentially, (including death and personal injury) arising from or in connection with your participation in any fundraising event and/or activity; and
 - (b) Aspect is fully and irrevocably released from all liability for any loss, damage, claim, action, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by you as a consequence of your involvement in any fundraising event and/or activity.
- 12.2 You will at all times indemnify and keep indemnified Aspect and its respective officers, employees and agents (in this clause referred to as those indemnified) from and against any loss (whether incurred directly or indirectly or consequentially, including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding (including in relation to personal injury, property damage or wrongful death) by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of:

- (a) your involvement or participation in any fundraising event and/or activity; or
- (b) any defamatory, offensive or illegal conduct carried out by yourself while using the Website; or
- (c) any breach of these terms and conditions by you; or
- (d) any publication of or distribution of the material and/or information supplied by you.

12.3 If any provision in these terms and conditions is unenforceable, illegal or void, then the parties agree that the provision must be read down to the minimum necessary to allow it to be enforceable whilst preserving as close as is possible the purpose of the provision. If the provision cannot be read down, it is severed, and the rest of this document remains in force.

13. Limitation of liability

13.1 The disclaimer, release or indemnity under clauses 11 and 12 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.

13.2 To the full extent permitted by law, Aspect's liability for any implied warranty or condition or consumer guarantee is limited, at the choice of Aspect, 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
- (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
- (c) the payment of the cost of replacing the goods or acquiring equivalent goods.

14. Governing Law and Jurisdiction

14.1 These Terms of Use and all other specific and additional terms which govern your use of and access to the Website and services offered by the 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.