



Mater Foundation Website Terms and Conditions of Use ('Terms and Conditions')

Updated 23 October 2015

Acceptance of website Terms and Conditions of Use

By using this website you agree to abide by these Terms & Conditions. Mater Foundation may, without notice, amend or modify its Terms & Conditions by posting the amended Terms & Conditions to this website.

If any of these Terms & Conditions is found to be invalid or unenforceable, that invalidity or unenforceability will not affect the remainder of the Terms & Conditions, which will continue in full force and effect.

Ownership

This website is owned and operated by Mater Hospitals' Appeal Limited as trustee for Mater Foundation (ABN 96 723 184 640) (hereinafter referred to as "Mater Foundation", "we", "us" and "our").

Mater Foundation is registered as a charity with the Australian Charities and Not-for-profits Commission (ACNC) and endorsed as a deductible gift recipient (DGR) with the Australian Taxation Office.

Intended audience

All information provided on this website has been prepared in accordance with Australian law, and is intended for use by residents of Australia. Persons residing outside of Australia use this website at their own risk, and should take into consideration the legislative requirements of their country of residence when accessing this website. Should you choose to purchase products from Mater Foundation, or make a donation to us, you should confirm that doing so will not constitute a contravention of the laws of your country of residence.

Restrictions on Use

All information provided on this website has been provided for personal and non-commercial use. It is general information only, and should not be relied upon in lieu of professional and/or medical advice.

Please consult your health care provider if you have, or suspect you have, a health problem.

The information on this website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Where the health information provided has been developed by Mater Research, whether in its own right or in conjunction with any third party, that information is based on independent research and the available scientific evidence at the time of writing. Inclusion of information on this website or links to third party sites is not an endorsement of any organisation, product or service.

Whist care has been taken in preparing the content of the material and any other information provided on this website, Mater Foundation and its employees, related parties, directors, officers, committee members, servants, agents, volunteers, contractors, subcontractors and collaborators cannot accept any liability, including for any loss or damage, resulting from the reliance on the content, or for its accuracy, currency and completeness.

Any use of Mater Foundation materials or information by another person or organisation is at the user's own risk.

Copyright and Trademarking

Mater Foundation supports and encourages the dissemination and exchange of information. However, copyright protects material on this website. Mater Foundation asserts the right to be recognised as the author of this material and the right to have its material remain unaltered.

Except for purposes permitted by the *Copyright Act 1968*, or in accordance with the copyright statements appearing on the individual web pages, reproduction by whatever means is prohibited without the prior written permission of Mater.

Mater Little Miracles® is registered to with iPAustralia and owned by Mater Misericordiae Health Services Brisbane Limited.

International Women's Day Fun Run is pending registration approval with iPAustralia and owned by Mater Hospitals' Appeal Ltd.

Indemnity, Disclaimer and Limitation of Liability

Whilst due care has been taken in the preparation of the content of this website we make no representations regarding the accuracy, currency or reliability of the information provided unless otherwise indicated, and note there may be errors, omissions and typographical errors contained in the material provided.

This website and the material it contains are provided on an as-is basis, and to the fullest extent permitted by law we disclaim all warranties. In addition we do not warrant that this website is error free or that the website and/or the servers it is hosted on are free of viruses, Trojans or other malicious software.

Mater Foundation and its employees, directors, officers, committee members, servants, agents, volunteers, contractors, subcontractors and collaborators will not be liable for any loss or damage other than that which cannot be excluded by law arising as a result of use of this website or reliance on any information provided on this website.

You agree to indemnify Mater Foundation including its employees, directors, officers, committee members, servants, agents, volunteers, contractors, subcontractors and collaborators from any loss or damage which it may suffer as a result of your use of this website.

Mater Foundation Programs and Merchandising

Mater Foundation runs various programs, events and functions including but not limited to: Mater Little Miracles® 5ks fun run/walks, Mater chicks in pink, Mater Prize Home Lottery, International Women's Day Fun Run™, Smiling for Smiddy, Bust a Move and Cars for Cancer.

Should you choose to participate in or attend any of these programs or events you do so at your own risk. Should the program or event you choose to participate in involve physical exertion or exercise, we recommend you consult your healthcare provider prior to commencement to determine the suitability of our program/event to your level of fitness.

Mater Foundation programs and events may have their own specific terms and conditions, which are separate and in addition to these website Terms & Conditions. Where an inconsistency exists between the program/event Terms & Conditions and these website Terms & Conditions, the program/event Terms & Conditions will prevail.

Mater Foundation may from time to time make available for purchase on its website/s certain Mater Foundation merchandise (including but not limited to apparel, plush toys, umbrellas, books, lottery tickets and maternity and baby care products).

Under the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010*) a number of Consumer Guarantees may attach to goods purchased through Mater Foundation's websites from 1 January 2011 onwards. Should you have any queries or concerns regarding goods purchased through our websites please contact our Compliance Officer on 07 3163 8000 or email Foundation.Compliance@mater.org.au.

Unless otherwise provided for, we expressly limit our liability for breach of a consumer guarantee to the provision of a full refund of the purchase price, or the repair or replacement of the goods or supply of equivalent goods at our sole discretion.

All prices listed on this website include GST where it is applicable.

Hyperlinks, Advertising, Sponsors and Third Party Content

This website may contain the content of third parties (Third Party Content). This content may include, but is not limited to hyperlinks to external (third party) websites, paid advertisements and mention of program sponsors. None of these things is to be taken as an endorsement, recommendation or approval of the third party, advertiser or sponsor or their products or services. Mater Foundation accepts no responsibility for the accuracy, currency or suitability or otherwise regarding Third Party Content. Any use or reliance on such content is at your own risk and Mater Foundation does not accept liability for any loss, damage, costs or expenses arising as a result of the use or reliance.

Where hyperlinks to third party websites are provided, Mater Foundation makes no claims regarding the suitability or otherwise of the third party's products or services to your needs, nor does it warrant the third party website is free of viruses, Trojans or other malicious software.

Should you have any queries, concerns or complaints regarding a third party's website please refer your query, concern or complaint to the third party.

Mater Foundation's logo or program logo's must not be reproduced or used in any way unless Mater Foundation provides its prior approval in writing.

Should you wish to provide a link to this website from another site you may do so provided you adhere to the following terms and conditions:

Terms and Conditions for providing a link to this website from another site:

Permission is granted to link to this website subject to the following terms and conditions:

1. No responsibility or liability lies with Mater Foundation (or any employee, agent or servant) for any errors or omissions resulting from use of this website.

2. Under no circumstances should your site use the link to Mater Foundation website to provide specific product or service endorsement or promotion. Nor should the link be placed to imply product or service endorsement or be associated with commercial interests.
3. When applicable, the following wording is to be used to describe the website:

Mater Foundation aims to be a leading health based organisation, trusted by community and renowned for investing in a future of exceptional healthcare, education and medical research.

Donations to Mater Foundation help improve patient care, purchase life-saving medical equipment, and ensure our research teams continue to find better ways to diagnose, treat and ultimately cure life-threatening diseases.

4. Mater Foundation reserves the right to withdraw permission to link to this website at any time and the above named organisation agrees to remove any link to this website on receiving such notice from Mater Foundation.
5. No information, in whole or in part, is to be copied from the website without Mater Foundation's prior consent in writing.

Jurisdiction

These terms and conditions are governed by and to be interpreted in accordance with the laws in force in the State of Queensland, Australia and in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the Internet Site whether in contract or tort or otherwise the Courts of Queensland and any Courts competent to hear appeals therefrom will have non-exclusive jurisdiction over such dispute.

Cookies

We use "cookies" as a fundamental part of our interaction with your Internet browser. The purpose is to provide you with better and more customised service and with a more effective Mater Foundation website.

A "cookie" is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on web sites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser.

We allocate a cookie to each Internet browser that visits Mater Foundation's website. This cookie does not allow us to collect personally identifiable information about you.

We use this cookie:

- to determine if you have previously visited the Mater Foundation site;
- to identify pages you have accessed and Third Party Sites you have accessed;
- for marketing purpose; and
- for administrative and security purposes.

Privacy Policy and Notification Statement

Mater Foundation (ABN 96 723 184 640) is committed to protecting your privacy.

Our Privacy Policy is aligned with the Australian Privacy Principles to ensure greater transparency around how we handle your personal information in line with global privacy reforms. Personal information is collected to process donations, issue tax receipts and to send you updates, without this, Mater Foundation may be unable to provide you with certain information and offers or meet our legal obligations.

Our Privacy policy and notification statement can be read in full at <http://www.materfoundation.org.au/privacy>.

If you have any questions or concerns, please contact the:

Mater Foundation Privacy Coordinator
Privacy Office
580 Stanley St
South Brisbane Qld 4101
Phone: 07 3163 8000 Fax: 3163 1844

Contact Details

Should you have any queries or concerns regarding Mater Foundation's website Terms & Conditions of use please contact the Mater Foundation's Senior Manager, Policy and Compliance by emailing: Foundation.Compliance@mater.org.au

End.

You can download these terms and conditions of use in PDF format [here](#).