

## **Compassion Hub – Fundraise for the Emergency Response Fund – Terms and Conditions**

### **1. Acceptance of Caritas Australia’s Compassion Hub Website Terms and Conditions**

Your access to and use of the Compassion Hub website (*the “website”*) is subject exclusively to these Terms and Conditions. By using the website, you agree to fully accept the terms, conditions, and disclaimers contained in this document. If you do not accept these Terms and Conditions, you must immediately stop using the website. These terms govern your participation in the Compassion Hub, a fundraising campaign operated by Caritas Australia. These Terms and Conditions apply to all users of the Compassion Hub website and fundraising platforms, including schools, parishes, individuals, and community groups who participate in the campaign.

### **2. How donations are used**

Donations made to your Compassion Hub Emergency Response Fund fundraiser go towards Caritas Australia’s Emergency Response Fund and will be used to provide humanitarian assistance to communities affected by crisis around the world. Funds raised through your page cannot be reverted to another Caritas Australia appeal. Should circumstances prevent us from delivering aid to this emergency, or if excess funds remain after the crisis, donations will be directed to other emergencies where Caritas has humanitarian operations.

### **3. Credit Card Details**

You agree not to use an unauthorized or invalid credit card to make donations through this website.

Subject to your rights under the Australian Consumer Law, all donations made to Caritas Australia via the website are final, and refunds will only be considered if unauthorized use of your credit card can be proven. If you become aware of fraudulent use of your card or if it is lost or stolen, you must immediately notify your card issuer.

### **4. Fundraising Responsibility**

If you create a fundraising page on the Compassion Hub, you agree to ensure that all activities comply with relevant fundraising legislation in your state or territory. You must not engage in misleading, deceptive, or unlawful conduct and agree to promote your Compassion Hub fundraiser in a respectful and appropriate manner.

### **5. Privacy**

Your personal information will be collected, used, and stored in accordance with Caritas Australia’s Privacy Policy. By using this website or submitting your details, you consent to the handling of your data as described in that policy.

### **6. Email and SMS Communications**

By registering for or donating through the Compassion Hub, you may receive campaign updates or reminders via email or SMS. You can opt out of these communications at any time.

### **7. Legal Advice**

The content on the Compassion Hub website does not constitute legal or financial advice

and should not be relied upon in making decisions related to donations or other fundraising activities.

All materials provided on the website are for informational purposes only. You use the materials at your own discretion, and Caritas Australia is not responsible for any reliance you place on such content.

## 8. Change of Use

Caritas Australia reserves the right to:

**8.1** Change or remove (*temporarily or permanently*) any part of the website without notice. You confirm that Caritas Australia shall not be liable to you for any such changes or removals.

**8.2** Amend these Terms and Conditions at any time. Your continued use of the website following any changes will be considered your acceptance of those changes.

## 9. Links to Third-Party Websites and Apps

The Compassion Hub website may include links to third-party websites or apps that are controlled and maintained by others. These links are provided for convenience, but Caritas Australia does not endorse or assume responsibility for the content or availability of these third-party sites or apps. You access these third-party websites or apps at your own risk.

## 10. Copyright

**10.1** All copyright, trademarks, and intellectual property rights in the website and its content (including design, text, graphics, software, and source code) are owned by or licensed to Caritas Australia or otherwise used as permitted by law.

**10.2** You agree to access the content solely for personal, non-commercial use. You may not download, copy, reproduce, transmit, store, sell, or distribute any content from the website without prior written consent from the copyright holder, except for downloading, copying, and printing pages for personal, non-commercial home use.

## 11. Links to and from Other Apps and Websites

**11.1** You may find links to third-party websites through the Compassion Hub website. These links do not imply endorsement of those websites, and Caritas Australia is not responsible for their content.

**11.2** If you wish to link to the Compassion Hub website, the following conditions must be met:

You do not imply that Caritas Australia endorses the services or products of another party unless agreed upon in writing.

You do not misrepresent your relationship with the website.

The website you link from does not contain offensive, controversial content, or content that infringes upon intellectual property or other third-party rights.

**11.3** If you link to the Compassion Hub website in violation of these terms, you agree to indemnify Caritas Australia for any losses or damages resulting from such actions.

## 12. Disclaimers and Limitation of Liability

**12.1** The website is provided on an "AS IS" and "AS AVAILABLE" basis without any representations or warranties, express or implied, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.

**12.2** To the extent permitted by law, Caritas Australia will not be liable for any indirect

or consequential loss or damage, including loss of business, data, or profits, arising out of or in connection with the use of the website.

**12.3** Caritas Australia makes no warranty that the website will function uninterrupted or error-free, or that any defects will be corrected. Caritas Australia also makes no guarantees that the website or its server is free of viruses or other harmful components.

**12.4** Nothing in these Terms and Conditions will exclude or limit Caritas Australia's liability for death or personal injury resulting from the negligence of Caritas Australia, its employees, or agents.

### **13. Indemnity**

You agree to indemnify and hold Caritas Australia, its employees, and agents harmless from any liabilities, legal fees, damages, losses, costs, and other expenses arising from any breach of these Terms and Conditions or other liabilities related to your use of the Compassion Hub website.

### **14. Severance**

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed, and the remaining Terms and Conditions will continue in full force and effect.

### **15. Waiver**

If Caritas Australia fails to take action after a breach of these Terms and Conditions, it does not waive its right to enforce its rights and remedies in any other situation where these Terms and Conditions are breached.

### **16. Governing Law**

These Terms and Conditions are governed by the laws of Australia, and you agree to submit to the exclusive jurisdiction of the courts in Australia.