

50-50 Foundation Website Terms of Use

1. Introduction

These terms are specific to your use of the 50-50 Foundation website (the "Website"). The Website is owned operated by 50-50 Foundation.

2. Our Website

- a. The accessibility and operation of 50-50 Foundation's website relies on internet technologies outside of our control. We do not guarantee continuous accessibility, uninterrupted operation or any particular standard of performance of the Website.
- b. By accessing and using the Website you signify your acceptance of terms, conditions, notices and disclaimers displayed on or accessible from the Website, including these terms of use. Please check this page each time you use the Website, as we may update these terms from time to time.
- c. Additional terms, conditions, notices and disclaimers may apply to any person registering with us for the provision of services or entering into any transactions via links from the Website.
- d. You must comply with any instructions we give you about how to use our Website and must not do anything that interferes with or adversely affects the normal operation of the Website (including the ability of other users to access or use the Website).
- e. We may from time-to-time close or limit access to the Website for various reasons including, for example, scheduled downtime.
- f. While considerable care has been taken in compiling and updating the content and information on the Website we do not guarantee the accuracy of such content and information and as such it is used at your own risk.
- g. From time to time, the Website may contain links to other internet sites not operated by us. We do not control those sites and as such:
 - are not responsible for their content; and
 - these links do not indicate endorsement by us or support of any goods, services or content on those sites.
- h. We cannot and do not guarantee that files available for downloading from the Website will be free of viruses, or other codes that may corrupt or infect your computer. You are solely responsible for implementing virus checking and other procedures to prevent any such corruption or infection.
- i. We may at any time and without notice amend the help pages and other procedures and explanatory information displayed on or accessible from our Website. We will provide you with notification on the Website where we reasonably believe that any variation to these terms of use will cause material detriment to you.

3. Liability

- a. Nothing in these terms of use affects your rights under the Australian Consumer Law.
- b. Except to the extent that guarantees under the Australian Consumer Law cannot be excluded, we will not be liable to you for any Loss, Claim or Liability arising from or deemed or alleged to have arisen from or caused by the Website or their content, including without limitation your or any other person's use or misuse of any content on our Website, your use or your inability to use our Website, delays in operation or transmission, communication line failures, or any errors or omissions in content save to the extent that such Loss, Claim or Liability arises directly from our negligence or wilful misconduct or that of any of our officers, employees or agents.
- c. To the extent permitted by law, you agree to indemnify us, our officers, employees and agents from and against any Claims, Loss and Liabilities:
 - arising directly or indirectly out of your use of the Website and any content on the Website; or
 - from any violation by you of these terms of use (including negligent or wrongful conduct by you or any other person accessing the Website), except for any Loss, Claim or Liability which results directly from our negligence or wilful misconduct or that of our officers, employees or agents.
- d. Failure of the 50-50 Foundation to enforce any of its rights at any stage does not constitute a waiver of those rights.

4. Data and privacy

- a. We may collect "click stream" information (such as areas of our Website you have accessed and the time and date of access) and Doubleclick Aderving information (such as whether a marketing campaign has been effective) from your use of the Website.
- b. We may also store "cookie" information, such as user preferences relating to the use of the Website. A cookie is a small data file that may be placed on the computer of a web user (usually in the browser software folder). The information collected is used to customise and improve the Website. If you do not want us to store cookie information on your computer, you can set your browser to disable this feature. This may mean you will not be able to take full advantage of 50-50 Foundation services offered on the Website.
- c. Your personal information will be dealt with in accordance with 50-50 Foundation's Privacy Policy which is available [here](#).
- d. You will usually be entitled to gain access to information which we hold about you, except in certain circumstances specified by legislation. We may charge a fee for our reasonable costs in providing you with access to your personal information.

5. Intellectual property

- a. Intellectual property rights may subsist in the content on the Website, including, but not limited to, copyright, patents and trademarks, whether protectable by statute, at common law or in equity, and whether registered, registrable, or not. We own or are licensed by the respective owners to use those intellectual property rights in and by accessing and using the Website, you acknowledge such ownership and/or licences.

- b. No data, file, graphics, images, results or other content on the Website, including content downloaded from the Website and material you may receive in connection with the Website, may be reproduced or distributed without our prior written consent and you agree that you will not in any manner reproduce, modify, adapt, develop, distribute, interfere with, create derivative works from or decompile any such content.

6. Governing law

These terms of use are governed by the laws in force in Victoria and will be subject to the exclusive jurisdiction of the courts in Victoria.

7. Definitions

In these terms of use:

"Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

"Claim" means any claim, action, proceeding, litigation, obligation, investigation or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent of whatever description.

"Liability" means any debt or other monetary liability or obligation however it arises and whether it is present or future, fixed or unascertained, actual or contingent of whatever description.

"Loss" includes any direct, indirect or consequential loss, loss of chance, damage, Liability, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent of whatever description.

References to **"50-50 Foundation"**, "us", "our" and "we" are references to 50-50 Foundation Limited (ACN 161 685 776) as trustee for the 50-50 Foundation ABN 92 944 713 763.