

Project Compassion 2025 – Terms and Conditions

1. Acceptance of Caritas Australia's Project Compassion Website Terms and Conditions

Your access to and use of the Project Compassion 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 Project Compassion, a fundraising campaign operated by Caritas Australia.

2. 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.

3. Legal Advice

The content on the Project Compassion 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.

4. Change of Use

Caritas Australia reserves the right to:

4.1 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.

4.2 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.

5. Links to Third-Party Websites and Apps

The Project Compassion 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.

6. Copyright

6.1 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.

6.2 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.

7. Links to and from Other Apps and Websites

7.1 You may find links to third-party websites through the Project Compassion website. These links do not imply endorsement of those websites, and Caritas Australia is not responsible for their content.7.2 If you wish to link to the Project Compassion website, the following conditions must be met:

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Address: Level 2, Building 3, 189 O'Riordan Street, Mascot NSW 2020 Phone: 1800 024 413 Fax: +61 2 8306 3401 Email: questions@caritas.org.au ABN: 90 970 605 069 Join us online at: www.caritas.org.au

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

(b) You do not misrepresent your relationship with the website.

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

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

8. Disclaimers and Limitation of Liability

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. 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 Project Compassion website.

10. 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.

11. 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.

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.

Project Compassion Self Donation - Promotion Terms and Conditions

Entry

• Instructions on how to enter and prizes form part of these conditions of entry. Entry into Project Compassion's Self Donation promotion (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.

• The promoter of the Promotion is Caritas Australia (ABN 90 970 605 069), Level 2, Building 3, 189 O'Riordan St, Mascot NSW 2020, (02) 1800 024 413 (the **Promoter**).

• Caritas Australia will take reasonable steps to inform you of any changes to the conduct of the Promotion.

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• The Promotion commences on 13th January 2025 and finishes on 21st April 2025 or until sold out (the **Promotion Period**), whichever occurs first.

This competition is open to Australian residents who:

- Are a registered participant for Project Compassion (the **Event**) during the Promotion Period; and
- Make a self-donation of \$20 or more on their online fundraising page via the Project Compassion website during the Promotion Period

During the Promotion Period (Qualifying Participants).

- There is no fee required to enter the Promotion.
- Entry is automatic and limited to one (1) per person.
- Self-donation is non-refundable once the Participant has received the incentive.
- Any persons involved in the management of the Promoter, and employees of Caritas Australia are not eligible to enter. Any person involved in the determination of prize recipients is not eligible to enter.

Prize Details

- All participants who make a self-donation of \$20 or more can claim a Project Compassion Tote Bag.
- Qualifying Participants are not eligible for more than one (1) Prize.
- Prize will be fulfilled by Caritas Australia.
- Caritas Australia will dispatch orders within a reasonable time of receipt of those details using Australia Post. Caritas Australia is not responsible for any delays or failures in delivery once the item is deposited with Australia Post. Caritas Australia will not send shirts to addresses outside of Australia.
- If no Australian postal address is provided at the time of registration, Caritas Australia will contact you within 24 hours to request your postal details. *If no response is received within 48 hours, Caritas Australia reserves the right to cancel the incentive offer.*
- Caritas Australia reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.
- The prize is not redeemable for cash or other products and is not transferable. The prize can only be claimed by verbal or written acceptance by the winner.
- Caritas Australia is not liable for any loss or damage arising from participation in the Promotion.
- This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.
- All entries become the property of Caritas Australia. All information contained in the entries and details of the winners will be held in accordance with Caritas Australia's <u>Privacy Policy</u>, which can be accessed by visiting <u>website</u>.

First 500 to Sign Up - Free T-Shirt Incentive (Long Walk for Water)

Entry

- Instructions on how to enter and prizes form part of these conditions of entry. Entry into <u>Project</u> <u>Compassion's The Long Walk for Water – T-Shirt promotion (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.</u>
- The promoter of the Promotion is Caritas Australia (ABN 90 970 605 069), Level 2, Building 3, 189 O'Riordan St, Mascot NSW 2020, (02) 1800 024 413 (the **Promoter**).

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- Caritas Australia will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- The Promotion commences on 13th January 2025 and finishes on 21st April 2025 or until sold out (the Promotion Period), whichever occurs first.
- This competition is open to Australian residents who:
- Are a registered participant for Project Compassion's The Long Walk for Water (the **Event**) • during the Promotion Period; and
- Are one of the first 500 fundraisers to register their personal online fundraising page.
- During the Promotion Period (Qualifying Participants).
- There is no fee required to enter the Promotion.
- Entry is automatic and limited to one (1) per person.
- Any persons involved in the management of the Promoter, and employees of Caritas Australia are not eligible to enter. Any person involved in the determination of prize recipients is not eligible to enter.

Prize Details

- The first 500 Qualifying Participants can claim a Long Walk for Water T-Shirt. •
- Qualifying Participants are not eligible for more than one (1) Prize.
- Qualifying Participants will be asked to request their size when registering.
- If a Qualifying Participant's requested size for the Prize becomes unavailable, then the next available size up will be delivered.
- Prize will be fulfilled by Caritas Australia. •
- Caritas Australia will dispatch orders within a reasonable time of receipt of those details using Australia Post. Caritas Australia is not responsible for any delays or failures in delivery once the item is deposited with Australia Post. Caritas Australia will not send shirts to addresses outside of Australia.
- If no Australian postal address is provided at the time of registration, Caritas Australia will contact • you within 24 hours to request your postal details. If no response is received within 48 hours, Caritas Australia reserves the right to cancel the incentive offer.
- Caritas Australia reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.
- Caritas Australia is not liable for any loss or damage arising from participation in the Promotion. •
- This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.
- All entries become the property of Caritas Australia. All information contained in the entries and details of the winners will be held in accordance with Caritas Australia's Privacy Policy, which can be accessed by visiting website.

First 500 to Sign Up Free Sticker Pack Incentive (Give it up for Lent)

Entry

Instructions on how to enter and prizes form part of these conditions of entry. Entry into Project Compassion's Give it up for Lent - Sticker Pack promotion (the Promotion) constitutes acceptance

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of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.

• The promoter of the Promotion is Caritas Australia (ABN 90 970 605 069), Level 2, Building 3, 189 O'Riordan St, Mascot NSW 2020, (02) 1800 024 413 (the **Promoter**).

• Caritas Australia will take reasonable steps to inform you of any changes to the conduct of the Promotion.

• The Promotion commences on 13th January 2025 and finishes on 21st April 2025 or until sold out (the **Promotion Period**), whichever occurs first.

This competition is open to Australian residents who:

- Are a registered participant for Project Compassion's Give it up for Lent (the **Event**) during the Promotion Period; and
- Are one of the first 500 fundraisers to register their personal online fundraising page.

During the Promotion Period (Qualifying Participants).

- There is no fee required to enter the Promotion.
- Entry is automatic and limited to one (1) per person.

• Any persons involved in the management of the Promoter, and employees of Caritas Australia are not eligible to enter. Any person involved in the determination of prize recipients is not eligible to enter.

Prize Details

- The first 500 Qualifying Participants can claim a Give it up for Lent Sticker Pack.
- Qualifying Participants are not eligible for more than one (1) Prize.
- Prize will be fulfilled by Caritas Australia.

• Caritas Australia will dispatch orders within a reasonable time of receipt of those details using Australia Post. Caritas Australia is not responsible for any delays or failures in delivery once the item is deposited with Australia Post. Caritas Australia will not send sticker packs to addresses outside of Australia.

• If no Australian postal address is provided at the time of registration, Caritas Australia will contact you within 24 hours to request your postal details. *If no response is received within 48 hours, Caritas Australia reserves the right to cancel the incentive offer.*

- Caritas Australia reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.
- Caritas Australia is not liable for any loss or damage arising from participation in the Promotion.
- This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.
- All entries become the property of Caritas Australia. All information contained in the entries and details of the winners will be held in accordance with Caritas Australia's <u>Privacy Policy</u>, which can be accessed by visiting <u>website</u>.

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