

KISS GOODBYE TO MS

GENERAL TERMS & CONDITIONS

DATE OF LAST REVISION: 17 MARCH 2016

This section sets out the terms that apply to your use of the Kiss Goodbye to MS website. Your continued use of our website indicates to Kiss Goodbye to MS and MS Australia that you agree with these General Terms. We may change these General Terms from time to time, so please check back regularly.

1. Content created by Kiss Goodbye to MS – MS Australia owns or licences from third parties all the trademarks, copyright and other intellectual property that exists on our website. You must not copy or reproduce in any form any of the graphics, logos, or other material on our website unless you have our specific permission. For the avoidance of doubt, you have our permission to download material from the Downloads page on our website. For permission to reproduce material please contact MS Australia head office.
2. Content posted by you – Any content that you post to our website (e.g. photos and videos) is your responsibility, and you must make sure that you have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary). By posting any content, you also give Kiss Goodbye to MS a non-exclusive, transferable, royalty-free worldwide right to use and reproduce that content.
3. Keeping our website safe – We need your help to keep our website safe. Therefore, you must adhere to the following:
 - a. You must not collect user's content using automated means a. You must not upload viruses or other malicious code.
 - b. You must not bully, intimidate, or harass anyone.
 - c. You must not post any content that infringes or violates someone else's rights, or otherwise violates the law, or that is hateful, threatening, pornographic or violent.
4. Kiss Goodbye to MS/MS Australia's disclaimer – we take great care with our website, and we endeavour to keep it accurate, error-free and free of any offensive material. However, you use the site at your own risk and Kiss Goodbye to MS/MS Australia will not be liable for any costs or losses you incur through your use of our website. Whilst we may include on our website links to third party websites or resources, MS Australia is not responsible for such third parties, and you use those websites or resources at your own risk.
5. Hosting a Kiss Goodbye to MS event – if you register to host an event you will be issued an Authority to Fundraise letter. Please be aware that organising and running the event is your responsibility. You will be responsible for taking care of all permits, permissions or other similar issues arising from the event that you organise and Kiss Goodbye to MS/MS Australia will not

have any liability in relation to any injury, damage, or loss at a Kiss Goodbye to MS event, unless MS Australia has issued Public Liability Insurance to you.

6. Refunds Policy for Donations – Kiss Goodbye to MS is happy to refund your donation if you have made it in error. If you wish to request a refund, then please contact us using the contact details in the Contact Us section of the Kiss Goodbye to MS website.
7. Refunds Policy for Merchandise – Kiss Goodbye to MS is happy to offer a refund or exchange for goods purchased online if they are found to be faulty or damaged. If you wish to request a refund or exchange, then please contact us using the contact details in the Contact Us section of the Kiss Goodbye to MS website. We regret that we are unable to offer refunds for any other reasons.
8. Privacy statement – Kiss Goodbye to MS/MS Australia is committed to respecting and protecting your privacy. We have structured our website so that, in general, you can visit the Kiss Goodbye to MS website without identifying yourself or revealing any personal information. Once you choose to provide us personally identifiable information (any information by which you can be identified), you can be assured that it will only be used to support your contact/client relationship with Kiss Goodbye to MS/MS Australia.

The main purpose for collecting your personal information is to enable us to provide our services and tailor our communications with you and to continuously improve our relationship with you. All fundraisers and donors to Kiss Goodbye to MS/MS Australia will receive the newsletter communications unless advised otherwise. Please refer to our [Privacy Policy](#).

9. Kiss Goodbye to MS/MS Australia's rights – Kiss Goodbye to MS/MS Australia may remove any content posted by you or prevent access by you to our website if you do not comply with these General Terms. Any failure by Kiss Goodbye to MS to enforce our rights under these General Terms if you do not comply is not a waiver and we remain entitled to enforce our rights in relation to that or any other non-compliance by you.
10. Entities and governing law – the Kiss Goodbye to MS entity and relevant law governing these General Terms form an agreement between you and MS Australia, subject to the laws of New South Wales, Australia.