



*everyone's family*

# Terms and Conditions of Use - The Smith Family Website

26/7/22

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## 1 Your Acceptance

WELCOME TO THE WEBSITE OPERATED BY THE SMITH FAMILY (“**THE SITE**”). EACH REFERENCE IN THESE TERMS OF USE TO “THE SITE” INCLUDES ALL MATERIALS THAT WE MAKE AVAILABLE TO YOU ON THE SITE.

BY USING OR VISITING THE SITE, YOU AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS OF USE (“SITE TERMS”). IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS WEBSITE.

If you are using the Site on behalf of any entity, you represent that you are authorised to accept these Site Terms on such entity’s behalf (with each reference to “you” in these Site Terms being deemed to cover you and the entity in question).

The Smith Family may, at its sole discretion, modify or revise these Site Terms and policies at any time, and you agree to be bound by such modifications. Any modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should periodically review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site.

If you carry out any transaction through the Site (such as by sponsoring a child through the Site), that transaction may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time.

If you have a question regarding the use of the Site, please direct questions or comments about the Site or its contents to [supportercare@thesmithfamily.com.au](mailto:supportercare@thesmithfamily.com.au).

## 2 Privacy Policy

The Smith Family will manage any personal information that we collect through the Site in accordance with our Privacy Policy, which you can access at [www.thesmithfamily.com.au](http://www.thesmithfamily.com.au) Generally, The Smith Family will handle personal information collected online consistently with the way that it handles personal information collected offline.

### 3 General Use of the Site - Permissions and Restrictions

A. The Site and all content and materials on the Site, including The Smith Family logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Site Materials”) are owned by or licensed to The Smith Family and are protected by copyright, trademark, and other intellectual property rights under the law.

B. The Smith Family hereby grants you permission to access and use the Site Materials and electronically copy, and print to hard copy, portions of the Site Materials for your information, non-commercial, and personal use only.

C. Such permission granted is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained in those materials, except as expressly permitted on the Site; or (f) any use of the Site or the Site Materials other than for its intended purpose.

D. You must comply with any instructions we give you about how to use the Site and must not do anything that interferes with or adversely affects the normal operation of the Site (including the ability of other users to access or use the Site).

E. Any use of the Site or the Site Materials other than as specifically authorised in these terms, without the prior written permission of The Smith Family, is prohibited. Such unauthorised use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes.

F. You may need to register or open an account with The Smith Family in order to access certain parts of the Site. In this case, we will issue you with a user name and password, or other appropriate log-in details for your account. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of the Site by anyone using your log-in details.

G. You are responsible for ensuring the security of the systems and devices that you use to access the Site, including through use of appropriate virus-checking and other security software.

H. We may suspend, terminate or block your access to all or any part of our Site at any time and without prior notice to you.

## 4 Cookies

A. *Cookies.* For each visitor to the Site, our server automatically recognises and stores the visitor's IP address. In addition, the Site uses cookies. To enhance your experience when using the Site, these cookies may automatically collect information from you, such as pages viewed and donation details if applicable. We also use cookies for tracking the statistics of the Site. This allows us to better understand our users and improve the layout and functionality of the Site. This tracking is conducted in such a way to ensure the anonymity of visitors.

B. *Third-party cookies.* To better communicate The Smith Family's work, we sometimes embed photos and video content from websites such as YouTube. Pages with this embedded content may present cookies from these websites. Similarly, when you use one of the share buttons on the Site, a cookie may be set by the service you have chosen to share content through. The Smith Family does not control the dissemination of these cookies; you should check the relevant third-party website for more information about these. In addition, if you linked to the Site from a third-party website, The Smith Family is not responsible for the privacy policies and practices of the owners or operators of that third-party website and recommend that you check the policy of that third-party website and contact its owner or operator if you have any concerns or questions.

C. *Web browser cookies.* If you do not want to receive cookies, you can modify your browser so that it notifies you when cookies are sent to it, or you can refuse cookies altogether. You can also delete cookies that have already been set. If you wish to restrict or block web browser cookies which are set on your device, then you can do this through your browser settings; the Help function within your browser should tell you how. Alternatively, you may wish to visit [www.aboutcookies.org](http://www.aboutcookies.org), which contains comprehensive information on how to do this on a wide variety of desktop browsers.

## 5 Trademarks

The Smith Family logos and certain other The Smith Family program names and slogans contained on the Site are trademarks of The Smith Family, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of The Smith Family. You may not use any metatags or any other “hidden text” utilising the marks or any other name, trademark program name of The Smith Family without our prior written permission. In addition, The Smith Family has intellectual property in some aspects of the look and feel of the Site, and these should not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and names or logos mentioned in the Site are the property of their respective owners.

## 6 Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for non-commercial purposes, provided such link does not portray The Smith Family or any of its programs and services in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking website does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable or harmful to children and young people. This limited right may be revoked at any time. You may not use a The Smith Family logo to link to this Site without the express written permission of The Smith Family.

The Smith Family makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party websites accessible by hyperlink from the Site, or websites linking to the Site. The Smith Family provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by The Smith Family of any website, or any information contained on those third-party websites. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site.

### 7 Third-Party Content

The Smith Family may provide third-party content on the Site and may provide links to web pages and content of third parties (collectively the “Third-Party Content”) as a service to those interested in this information. The Smith Family does not control, endorse, or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that The Smith Family is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

### 8 Social Media

Our Site may contain links to online forums. If you wish to engage in these online forums, we encourage you to be respectful and think carefully before you post or publish any personal information in these forums as it will be publicly available.

### 9 Submission of Suggestions and Ideas to The Smith Family by users

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the service (“Submissions”), provided by you to The Smith Family are non-confidential and become the sole property of The Smith Family at the time of submission. The Smith Family shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, without acknowledgement or compensation to you.



## 10 Liability

While we will use reasonable care and skill in operating the Site, we cannot promise that the Site will always be available or completely free of faults or errors.

To the maximum extent permitted by law, except as expressly set out in these Site Terms, we exclude:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to the Site; and
- any liability (whether in contract, tort (including negligence), or otherwise) for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with the Site.

To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through the Site, we limit our liability for a breach to the re-supply of those goods or services, or payment for such re-supply.

## 11 Governing Law

These Site Terms are governed by the laws in force in New South Wales and will be subject to the exclusive jurisdiction of the courts in New South Wales.

## 12 Questions and Contact Information

Mail: The Smith Family, GPO Box 10300, SYDNEY, NSW 2001, AUSTRALIA

Phone: + 612 9085 7222 or 1800 024 069

Email: [supportercare@smithfamily.com.au](mailto:supportercare@smithfamily.com.au)

These Site Terms are effective as of July 2022