

MEMBERSHIP TERMS AND CONDITIONS

LAST REVISED: MAY 2023

NOTE: Any reference in these Terms and Conditions to “you” or “your” refers to you as an individual and/or in any representative capacity that you have.

1. GENERAL MEMBERSHIP CONDITIONS

- 1.1 By submitting a Membership application to Wayward Woman Giving Fund (WWGF), you certify that the information supplied is true and accurate.
- 1.2 An application for Membership may be accepted or rejected at the sole discretion of WWGF, and without the need for disclosure of any reasons.
- 1.3 Membership with WWGF will only come into effect when receipt of your Membership payment has been confirmed by WWGF. The benefits of Membership will then commence.
- 1.4 Membership is valid for a period of 12 months from the date of the first payment and following receipt of a completed Membership form (this applies to both payment methods: subscription and annual).

2. REFUNDS AND TRANSFERABILITY

- 2.1 In the event of an early cessation of Membership, any fee paid for Membership will not be refunded.
- 2.2 WWGF Membership and the rights and benefits of Membership are for the Member listed on the Membership application only and are not transferable.

3. TERMINATION

- 3.1 A Member may terminate their Membership at any time by providing written notice of termination to WWGF.
- 3.2 The termination will take effect from the date it is actioned by WWGF. From this date, WWGF will cease to provide all Membership benefits and services to the Member.
- 3.3 WWGF may terminate Membership immediately, without notice and at its sole discretion, if a Member breaches these Terms and Conditions.
- 3.4 WWGF may terminate this agreement and cancel Membership at any time, if a Member:
 - a) Behaves in an inappropriate manner towards fellow Members, event guests or WWGF staff;
 - b) Brings WWGF or its reputation into disrepute through that Member’s actions and/or communications: and/or
 - c) Provides any false or inaccurate information for the purposes of Membership.
- 3.5 WWGF will not be held liable for any loss or damage arising from exercise of

the right to terminate Membership and you waive any right to claim loss or damage arising from termination of your Membership.

4. MEMBERSHIP BENEFITS

4.1 Members are entitled and encouraged to take advantage of the many opportunities that WWGF offers, but there is no obligation to use any or all the services offered.

4.2 WWGF agrees to provide Members with a range of benefits as part of the Membership.

4.3 The details of the WWGF Membership benefits currently offered by WWGF are provided on the WWGF website.

4.4 Membership prices, benefits or services are subject to change, variation, or cancellation at any time without notice and in the sole discretion of WWGF.

4.5 The provision of Membership services and benefits is always at the sole discretion of WWGF.

4.6 WWGF makes no promise that the benefits and services offered at the time of commencing Membership will continue to be provided to Members.

5. PRIVACY AND DATA COLLECTION

5.1 WWGF will maintain a consolidated Register of Members, which will be stored within Australia and as permitted by law.

5.2 By becoming a Member of WWGF, you consent to the data (Private information) supplied to WWGF being held in WWGF's computerised database(s) or in any other storage medium.

5.3 WWGF has the authority to use any 'personal information' as defined in the Privacy Act 1988 (Cth) provided by you to administer your Membership and to provide services and benefits.

5.4 Members may be regularly contacted by WWGF via email, post, social media, website, or telephone. WWGF may approach Members with information that WWGF believes could be of interest to them, or information that relates to certain Membership benefits, and this is a vital part of the Membership. The communication could relate to grants, services, products, articles, or events. Members can opt-out of this at any time by written notice to WWGF.

5.5 WWGF is committed to protecting your privacy and the confidentiality of your personal data in accordance with WWGF's Privacy Policy.

5.6 Members are subject to and consent to the terms of WWGF Privacy Policy. The Privacy Policy is on the WWGF website [here](#).

6. CODE OF CONDUCT

6.1 WWGF Members must:

- a) Conduct themselves in a manner that does not detract from, or diminish the reputation of, WWGF or other Members;
- b) Not abuse, threaten, intimidate, assault or use inappropriate language or behaviour towards WWGF staff or other Members and guests;
- c) Not engage in any behaviour that could constitute discrimination, harassment or bullying towards WWGF staff or other Members and guests; and
- d) Demonstrate respect towards all WWGF staff and other Members and guests at all times.

6.2 The above conduct requirements apply at all WWGF events, functions, offices, social media platforms, and in all communications with WWGF staff,

other Members, guests, partners and any stakeholders of WWGF.

6.3 WWGF has the right to terminate Membership and/or remove any or all of the Member benefits and services, without notice, if WWGF, in its sole discretion, determines that a Member has breached or may have breached these Terms and Conditions.

7. IMAGES

7.1 WWGF Members may be photographed at 100 Women events or meetings and be featured across our website, marketing, or social media. All such images are owned by WWGF. Images owned by WWGF may also be shared with brand partners. Members can opt-out of this at any time by written notice to WWGF.

8. CHANGES

8.1 No waiver, modification or amendment to any of these Terms and Conditions will be effective against WWGF unless the change is in writing and is signed by an authorised employee WWGF.

8.2 WWGF can modify or update these Terms and Conditions at any time without advance notice. Any changes to the Terms and Conditions will be effective immediately either upon written notice or publication on the WWGF website. As a Member, you will be bound by all such changes from the date of publication.

8.3 WWGF can make alterations to any services to reflect changes in relevant laws, regulatory requirements, to implement technical adjustments and improvements or for any other reason in WWGF's sole discretion.

8.4 As a Member, you agree to notify WWGF of any changes to your contact details in writing, for WWGF to continue to successfully provide benefits of Membership to you. WWGF accepts no responsibility for any consequences that are caused by your failure to notify WWGF of any change to your details.

9. SEVERABILITY

9.1 If any of these Terms and Conditions are found to be unlawful, void or unenforceable, then that provision will be considered severable from the remaining Terms and Conditions and will not affect the validity, legality or enforceability of these Terms and Conditions.

10. JURISDICTION AND GOVERNING LAW

10.1 Any and all Terms and Conditions of Membership of WWGF are governed by, and must be interpreted in accordance with, the laws of the Commonwealth of Australia and the State of Western Australia.

10.2 You agree that any dispute that arises out of or in relation to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of the Commonwealth of Australia or the State of Victoria, as applicable.

11. LIABILITY AND DISCLAIMERS

11.1 The liability of Members is limited.

11.2 WWGF shall have no responsibility for any advice given by other Members, Sponsors, guests or third-party service providers, even if such parties have been introduced to the Member by WWGF.

11.3 WWGF shall have no liability for any loss or damage suffered by a Member, as a direct or indirect result of the use of services and products offered by one of WWGF sponsors, Members, guests or partners.

11.4 If a WWGF employee or volunteer provides any advice to a Member, it shall only be intended as guidance, and should not be relied upon or acted upon as substantive, legal, accounting, or other professional advice.

11.5 The failure of WWGF to implement strict compliance with any of these Terms and Conditions, or any delay by WWGF in enforcing them, will not constitute a change to, or waiver of, any of these Terms and Conditions.

11.6 WWGF will always make reasonable endeavours to ensure the accuracy of information provided to its Members. However, WWGF accepts no liability for any error or omission in the information provided by WWGF, or for any loss or damage caused to you as a result of the information or advice being inaccurate.

DECLARATION

By signing this form and/or ticking the box on the membership application form, you agree to enter into a legal agreement with WWGF, and confirm:

- That you will respect and abide by the WWGF Membership Terms & Conditions without modification or amendment.
- That the information supplied in the application for Membership is true and accurate at the date of completion.
- That you have the authority to complete and sign this agreement for Membership of WWGF; and
- That you understand and acknowledge that you have read and understood these Membership Terms & Conditions.

Name:

Signature:

Date: