

March of the Living Australia
Fundraising Policy and Donor Terms and Conditions
June 2026

March of the Living Australia Ltd (ABN 55 663 177 884) (**MOTLA**) is a registered charity with the Australian Charities and Not-for-Profits Commission (**ACNC**) and holds Deductible Gift Recipient (**DGR**) status endorsed by the Australian Taxation Office. MOTLA holds fundraising authority under the Fundraising Act 1998 (Vic) and is registered under the Charitable Fundraising Act 1991 (NSW). This policy governs all donations made to MOTLA, including one-off donations and recurring monthly donations (each, a **Donation**).

These terms and conditions may be amended from time to time at MOTLA's discretion. Any material changes will be notified to donors via email or by publication on MOTLA's website at least 14 days before taking effect. Your continued donations after such notification constitutes acceptance of the amended terms. The current version of these terms is available at www.motl.com.au/policies

Online Donations

MOTLA's donation portal is hosted on the Wix platform and is enabled for secure online donations, including one-off and recurring monthly donations.

MOTLA uses Stripe, a reputable payment gateway, to process online donations on its behalf. MOTLA does not directly store, process, or transmit credit card numbers. All payment card data is handled by Stripe and Wix in accordance with Payment Card Industry Data Security Standards requirements. By submitting your payment details, you consent to the processing of your donation by Stripe in accordance with Stripe's terms of service and privacy policy.

MOTLA may also use third party donation platforms (such as mycause, charidy et al) to collect donations. All payment card data is handled by these websites in accordance with Payment Card Industry Data Security Standards requirements. By submitting your payment details, you consent to the processing of your donation by them in accordance with their terms of service and privacy policy.

General terms

Donations to MOTLA of AUD \$2.00 and over are tax deductible to the extent permitted by law, by virtue of MOTLA's DGR status. MOTLA will issue tax-deductible receipts in accordance with the requirements of the Income Tax Assessment Act 1997 (Cth) and applicable ATO guidelines.

MOTLA will determine where the funds are directed within its services. If a donation is designated to a specific project, MOTLA will use reasonable endeavours to direct that donation to the designated project but is not obligated to comply with such requests.

By making a Donation (including by signing up to a recurring monthly donation), you agree to these terms and conditions.

Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in your nominated account or that your payment card is valid and has available credit. You should check your account or card statements to verify that the amounts debited are correct. If your payment card expires or is replaced, you must promptly update your payment details by contacting MOTLA.

MOTLA will only arrange for funds to be debited from your account or charged to your payment card as authorised under these terms.

If there are insufficient clear funds in your account to meet a debit payment, or if your payment card is declined, MOTLA may re-attempt the transaction once within 5 business days. You may be charged a fee and/or interest by your financial institution or card issuer as a result of a failed transaction. MOTLA is not liable for any such fees or charges.

Debiting your account

By providing your payment details, you authorise MOTLA (through its payment processors) to debit or charge the nominated Donation amount from your bank account or payment card. If you sign up for recurring monthly donations, you authorise MOTLA to debit the nominated amount from your chosen payment method on a recurring monthly basis on or around the same date each month (or the next business day), commencing on the date of your first Donation and continuing until cancelled by you in accordance with these terms. The minimum Donation amount is AUD \$2.00.

Privacy

MOTLA is committed to protecting your personal information in accordance with the Privacy Act 1988 (Cth) and its privacy policy (www.motl.com.au/policies). MOTLA may collect your personal information (including your name, contact details, and payment information) for the purposes of processing your Donations, issuing receipts, communicating with you about MOTLA's charitable activities, and complying with its legal obligations. MOTLA may disclose your personal information to its payment processors to the extent necessary to process your donations and manage your recurring payment arrangements. You may access or request correction of your personal information held by MOTLA by contacting MOTLA at admin@motl.com.au.

Refund

Donations are intended to be gifts and are generally non-refundable. However, if you believe a Donation has been debited in error or you wish to request a refund for another reason, you must contact MOTLA within 14 days of the relevant debit by email to admin@motl.com.au. MOTLA will consider refund requests on a case-by-case basis, acting reasonably. Refunds of Donations for which a tax-deductible receipt has been issued may have taxation consequences for the donor, and MOTLA will amend or cancel the relevant receipt as required by the ATO.

Errors

If you believe there has been an error in debiting your account or charging your payment card, you should notify MOTLA at admin@motl.com.au as soon as possible and confirm that notice in writing so that the matter can be resolved promptly. Alternatively, you may contact your financial institution or card issuer directly.

Changes and cancellations

If you have signed up for recurring monthly donations, you may change the amount of your monthly Donation, pause, or cancel your recurring donations at any time by providing MOTLA with at least 14 days' written notice prior to the next scheduled debit date by any of the following methods:

- admin@motl.com.au; or
- By telephone on 0413525592; or
- Arranging it through your own financial institution, which is required to act promptly on your instructions.

Upon cancellation, no further monthly debits will be processed after the effective cancellation date. MOTLA will send you written confirmation of any cancellation, pause, or amendment to your recurring Donation within 7 business days of receiving your request.

Limitation of Liability

To the maximum extent permitted by law, MOTLA's total liability to you in connection with these terms or any Donation is limited to the amount of the relevant Donation. MOTLA is not liable for any indirect, consequential, or incidental loss or damage arising from or in connection with any Donation or MOTLA's fundraising activities, including any loss arising from system outages, payment processing errors by third-party providers, or unauthorised access to your payment information that is not caused by MOTLA's negligence.

Fundraising Compliance Disclosures

MOTLA is authorised to fundraise under the Fundraising Act 1998 (Vic) and is registered under the Charitable Fundraising Act 1991 (NSW). All funds raised will be used in accordance with MOTLA's charitable purposes as registered with the ACNC. A copy of MOTLA's most recent financial



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www.motl.com.au

statements and annual information statement is available from the ACNC Charity Register at acnc.gov.au.

Governing Law

These terms and conditions are governed by the laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts.