

TERMS AND CONDITIONS

Beating the Odds

Last updated: August 2026 | Version: 1.0

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the website, services, programs and communications provided by Beating the Odds ("we", "us", "our", "the organisation"), a not-for-profit company limited by guarantee established to help everyday Australians overcome financial barriers to homeownership and education.

By accessing our website, applying for a program, making a donation, or otherwise engaging with Beating the Odds, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our website or services.

Our collection and handling of personal information is governed separately by our Privacy Policy, which forms part of these Terms by reference.

2. About Beating the Odds

Beating the Odds is an Australian not-for-profit organisation. We are working towards registration with the Australian Charities and Not-for-profits Commission (ACNC). Our purpose is to help everyday Australians overcome financial barriers to homeownership and education.

3. Use of Our Website

You agree to use our website only for lawful purposes and in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, our website by any third party. Prohibited behaviour includes:

- Attempting to gain unauthorised access to our systems, servers or data
- Uploading or transmitting viruses, malicious code, or any material that is defamatory, offensive, or otherwise objectionable
- Using automated systems (bots, scrapers) to access or extract data from our website without our prior written consent
- Misrepresenting your identity or affiliation with any person or organisation

We reserve the right to restrict or terminate your access to our website at our discretion, without notice, if we reasonably believe you have breached these Terms.

4. Program Applications and Eligibility

Where Beating the Odds offers programs or support relating to homeownership or education, eligibility criteria will apply. Submitting an application does not guarantee acceptance into a program or receipt of support.

We assess applications at our discretion, based on the information provided and the criteria in place at the time. We reserve the right to request additional information, verify details provided, and decline or withdraw support where information provided is found to be false, misleading, or incomplete.

Any support, funding or assistance provided through our programs is subject to any additional specific terms and conditions communicated to you at the time of application or acceptance, which will apply in addition to these Terms.

5. Donations and Fundraising

Donations made to Beating the Odds are voluntary and, once processed, are generally non-refundable except where required by law or at our discretion in exceptional circumstances (for example, a genuine processing error).

We are committed to using donated funds responsibly and in accordance with our stated charitable purpose. We comply with applicable Australian fundraising laws and regulations relevant to our activities.

If you make a donation on behalf of, or using the details of, another person, you confirm that you are authorised to do so.

6. Intellectual Property

All content on our website and in our materials, including text, graphics, logos, images and branding, is owned by or licensed to Beating the Odds and is protected by Australian copyright and trademark law, unless otherwise indicated.

You may view, download and print content from our website for personal, non-commercial use only. You must not reproduce, distribute, modify, or use our content for commercial purposes without our prior written consent.

7. Third-Party Links

Our website may contain links to third-party websites or services that are not owned or controlled by Beating the Odds. We are not responsible for the content, privacy practices, or accuracy of any third-party websites, and inclusion of a link does not imply endorsement.

8. Disclaimer and Limitation of Liability

While we take reasonable care to ensure the information on our website and in our communications is accurate and up to date, we make no warranties or representations as to the accuracy, completeness or currency of that information. Our website and services are provided “as is” without warranties of any kind, to the extent permitted by law.

To the maximum extent permitted by law, Beating the Odds excludes all liability for any loss or damage (including indirect or consequential loss) arising from your use of our website, participation in our programs, or reliance on information we provide, except to the extent such liability cannot be excluded by law (including under the Australian Consumer Law).

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable law.

9. Indemnity

You agree to indemnify and hold harmless Beating the Odds, its directors, employees and volunteers from and against any claims, losses, liabilities and expenses arising from your breach of these Terms or your misuse of our website or services.

10. Communications and Marketing

By providing your contact details, you may receive communications from us regarding our work, programs, and fundraising activities, in accordance with our Privacy Policy. You can opt out of marketing communications at any time using the unsubscribe function in our emails or by contacting us directly.

11. Changes to These Terms

We may update these Terms from time to time to reflect changes in our practices, services, or legal obligations. Updated Terms will be published on our website with a revised “last updated” date, and continued use of our website or services after changes take effect constitutes acceptance of the updated Terms.

12. Governing Law

These Terms are governed by the laws of Queensland, Australia. Any disputes arising from these Terms or your use of our website or services will be subject to the exclusive jurisdiction of the courts of Queensland.

13. Contact Us

If you have any questions about these Terms and Conditions, please contact us:

- Organisation: Beating the Odds
 - Email: Hello@beatingtheodds.com.au
 - Postal Address: 15 Michel rd Queensland 4020
 - ABN: 15700425841
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