

Fundraising Terms and Conditions

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean ASTHMA AUSTRALIA LTD (ACN 609 156 630).

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning.

Before you start fundraising on behalf of Asthma Australia, please read through these Terms and Conditions, and contact us if you have any questions—we are here to help.

You accept these terms by clicking “I accept” or “Submit” on our website or fundraising platform - Funraisin.

- 1. Approval:** Asthma Australia reserves the right to review the Event/Activity you have setup, we will provide you with an ‘Authority to Fundraise’ once we have completed our review. Where fundraising initiatives are assessed to carry a high risk or could be detrimental to Asthma Australia’s reputation, Asthma Australia will not approve the initiative and it will be removed from the fundraising platform.
- 2. Fundraising Methods:** Once authorised, you may host an event online or in person activity, as approved by us (**Event/Activity**).
- 3. Exclusions:** Door-to-door appeals, and telephone solicitation are not permitted for the Event or Activity.
- 4. Event Responsibility:** We are unable to take a coordination role in your Event/Activity, such as assistance with ticket sales, promotions, soliciting prizes or organising celebrities. The Event, including the financial aspects, fundraising, raffles, record keeping and management, shall be conducted in your name and is your sole responsibility.
- 5. Donation Agent:** We appoint you as our non-exclusive agent to solicit and receive donations that are not taken online (cash, cheque etc.) on our behalf in connection with the Event/Activity, and you accept that appointment on the terms of this Agreement.
- 6. Transparency:** You must provide honest answers about the Event/Activity purpose and details, as well as how the income will be distributed. False or misleading representations are not permitted.
- 7. Media, Brand and Public Relations:** Fundraisers must seek permission to use Asthma Australia’s company logo and brand. Any deviation from what is provided may result in the immediate suspension of fundraising activities. Asthma Australia reserves the right to take legal action for any misuse of its intellectual property. If you plan to undertake media and PR activities, please send a copy of your media statements and materials to us, and please ensure you check in with us before approaching media outlets. Please ensure you notify us if you are approached by any media outlet – email us at fundraising@asthma.org.au
- 8. Compliance:** You agree to comply with provisions and requirements of all applicable Fundraising Acts, permit and insurance requirements, other laws, regulations and by-laws (including all applicable privacy laws) and any other conditions which we may notify to you.
- 9. Liability:** We shall not be liable for any damages, including indirect or consequential, arising from your fundraising Event. You agree to comply with fundraising laws in your jurisdiction and hold us harmless from any related claims or liabilities.
- 10. Reputation:** You agree to comply with all applicable Fundraising Acts, other laws, regulations and by-laws (including all applicable privacy laws), to maintain the integrity of Asthma Australia’s brand and reputation any other conditions which we may notify to you.
- 11. Privacy:** We will handle your personal information in accordance with our privacy policy, available on our website. When you register online as a fundraiser for Asthma Australia, a unique fundraising page will be created for you. The name of event/activity, it’s organiser, content and imagery will be publicly accessible. Personal details and financial details will not be publicly visible.

Financial Aspects of the Event

12. **Expense Limit:** You must take all reasonable steps to ensure that the expenses do not exceed 40% of the gross proceeds obtained from the Event.
13. **Record-Keeping:** You must retain accurate, true and appropriate records of all items of gross profit received, of all expenditure incurred and of all transactions in relation to the Event.
14. **Reporting:** The proceeds of the Event, Authority, and a statement of income and expenditure together with copies of receipts for all expenditure, are to be sent to Asthma Australia within 30 days of the conclusion of the Event.
15. **No Profits Retention:** You agree that you will not retain any part of the gross profits raised during the Event as a commission, wage or other fee.
16. **Tax Receipts:** Donations of \$2 or more are tax deductible. Donations made online by supporters of the event will receive a receipt for tax deductions from Asthma Australia by email. Event organisers can use the offline donation function to accept donations of cash or cheque and a receipt will be issued to the email address provided.