

FUNDRAISING TERMS AND CONDITIONS



Before you start fundraising on behalf of Asthma Australia, please read through these terms and conditions, then complete and sign the Agreement to Fundraise Form accepting Asthma Australia's fundraising conditions. Please contact us if you have any questions—we are here to help!

Once the Agreement to Fundraise Form has been returned to Asthma Australia, and if your Event is suitable, Asthma Australia will send you an authorisation letter or 'sanction' to fundraise on our behalf. Asthma Australia may decide whether your Event is suitable at its sole discretion. The sanction will be valid for the date(s) of the Event, as set out in the Authority to Fundraise Letter.

You are not authorised to use Asthma Australia as your beneficiary charity until you have received the Authority to Fundraise letter.

Fundraising for Asthma Australia

- Due to limited resources, Asthma Australia is not able to take a coordination role in your Event, such as assistance with ticket sales, 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.
- Under this Agreement, to the extent it applies to Asthma Australia's Jurisdictions only, we appoint you as our non-exclusive agent to solicit and receive donations on our behalf in connection with the Event, and you accept that appointment on the terms of this Agreement.
- You must plan the Event with the approval of Asthma Australia and Asthma Australia expects a reasonable level of liaison and information about the Event.
- Any changes made from the original details provided on your application form must be reported to Asthma Australia and may result in a new sanction being authorised or the sanction being withdrawn.
- Asthma Australia requires that there be no door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with the Event.
- You must use your best endeavours, always, to answer honestly any question directed to you in relation to the purpose of the Event or the details of the Event, or to arrange to find answers to questions that you are unable to answer. If requested, information is to be given as to how the gross income obtained from the Event will be distributed and, in the case of donated goods, what is to happen to the goods collected.
- You must not make any false or misleading representations in conducting the Event.
- You agree to comply with all applicable Fundraising Acts, other laws, regulations and by-laws (including all applicable privacy laws) and any other conditions which we may notify to you.
- In conducting the Event, you agree to refrain from doing anything which may reasonably be expected to damage the goodwill, reputation or integrity of Asthma Australia.

Financial Aspects of The Event

- You must take all reasonable steps to ensure that the expenses do not exceed 40% of the gross proceeds obtained from the Event.
- 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.
- The proceeds of the Event, the official sanction letter, and a statement of income and expenditure together with copies of receipts for all expenditure, are to be sent to Asthma Australia within 14 days of the conclusion of the Event.
- You agree that you will not retain any part of the gross profits raised during the Event as a commission, wage or other fee.
- Individual receipts for tax deductions for supporters of the Event can be issued by Asthma Australia if that supporter donates \$2.00 or more to Asthma Australia. If supporters would like receipts, please send a list including name, address, phone number and donation amount. If the total of individual receipts exceeds 10 individuals, please provide Asthma Australia an electronic version of your register.

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- When the supporter has received goods or services in return for money given (e.g. purchased raffle tickets or prizes at auction), a tax-deductible receipt cannot be issued.
- For donated goods and services, Asthma Australia requires correspondence from the donor stating the value of goods or services donated to the Event. Accurate records of the donors' details assist Asthma Australia with financial reporting and thank you letters.

The Use of Asthma Australia's Name and Logo

- Any advertising for the Event must clearly disclose that the Event is being conducted in support of Asthma Australia.
- You agree that you have no right to the names 'Asthma Australia' and that you do not have the right to raise funds in those names. This means you cannot call your Event an Asthma Australia event i.e. An Asthma Australia Trivia Night; however, you can call it an event supporting Asthma Australia.
- Asthma Australia can sanction the use of a line of copy stating the relationship between you and Asthma Australia for all fundraiser promotional material. Recommended wording would be, 'This event proudly supports Asthma Australia' or 'Funds raised will assist Asthma Australia in funding asthma research.'
- Any printed materials or advertisements to be used in relation to the Event must be submitted to Asthma Australia for approval and must also state how the proceeds from the Event are to benefit Asthma Australia e.g. 'all proceeds from this event' or 'all proceeds from the auction'. Please allow 10 days for approval of your material.
- If you wish to use the Asthma Australia Supporter's logo on any materials or products, you must obtain prior permission from Asthma Australia. Please contact the Asthma Australia Enterprise Team for more details.

Media and Public Relations

- Asthma Australia does not encourage the use of people with asthma in events or the media in any way that would compromise their privacy. Should you wish to include some stories, testimonials or case studies in your promotional material, Asthma Australia will be able to provide you with appropriate material.

Asthma Australia Representatives

- An Asthma Australia Representative can be arranged to attend your Event depending on availability. At least three weeks' notice is required. Please note: not all requests will be able to be met due to limited staff numbers.

Permits

- Some activities require permits e.g. raffles where the total prize pool is over a certain amount.
- Permits are also required by councils and shopping centres for outdoor events.
- If you have any queries, please contact Asthma Australia.

Liability

- All aspects of financial and public liability and public safety are the responsibility of the Event organiser. As Asthma Australia is not the Event organiser we are unable to cover any liability on your behalf.
- You agree to release Asthma Australia fully permissible under law for all claims, except where such liability arises because of the negligence of Asthma Australia or its agents. Therefore, please ensure that any space or venue used for your fundraising activities has the required public liability insurance.

TERMINATION AND GOVERNING LAW

- Asthma Australia may revoke the sanction granted to you and terminate this Agreement at any time if you engage in any act or omission as part of promoting the Event which may adversely affect the reputation of Asthma Australia, or if you engage in any conduct which, in Asthma Australia's reasonable opinion, is prejudicial to the affairs of Asthma Australia, contrary to its objectives or which brings Asthma Australia's name into disrepute.
- If we revoke the sanction granted to you, you must immediately stop promoting the Event.
- This Agreement is governed by the law in New South Wales.