

# **Fundraising: Terms and Conditions**

As a registered MCCI fundraiser, you must adhere to the following terms and conditions. Failure to conduct third party fundraising activities in accordance with these terms and conditions may result in you being de-registered as a MCCI fundraiser and prevented from conducting further third-party fundraising activities on behalf of MCCI.

# **Definitions:**

- "Advertisers" means third party operated websites.
- "Fundraiser/Fundraising Event" means the act of holding an event or activity with the intention of raising funds for MCCI.
- "Letter of Authority" means the letter issued to a Registered Fundraiser by MCCI authorising them to conduct a Fundraising Event for MCCI.
- "Linked Sites" means third party operated hyperlinks.
- "Register/Registering/Registered" means completing the Fundraising registration form either on paper and returning it by mail or email to MCCI
- "We/MCCI/MCCI/Promoter" means MCCI Ltd ABN 80144306350. Address: 117 Corrimal Street Wollongong NSW 2500 Phone: 02 42297566, Website: www.mcci.org.au.
- "You"/ "Your"/ "Registered Fundraiser" means a person who has completed in full the Fundraising registration form to conduct a Fundraising Event for MCCI, and returned it to MCCI by post or email or who has completed the registration form online, or who has provided their details to a MCCI representative over the telephone.
- "online events" are events run through MCCI's community fundraising platform
- "offline events"- are events run outside of the community fundraising platform.

## **For All Events**

In order to conduct a Fundraising Event for MCCI You must be a Registered Fundraiser and have an official Letter of Authority issued by MCCI for your Fundraising Event.

MCCI will not accept registrations from people residing in a country outside of Australia.

The person whose name appears on the registration form and Letter of Authority to fundraise is the Registered Fundraiser, which makes them solely accountable for managing the Fundraising Event in an appropriate and responsible way. This includes deciding on the Fundraising Event date, venue, activity and any associated costs in running the event. The Registered Fundraiser must notify MCCI of any changes to their Fundraising Event in advance and must only fundraise for the period of time authorised by MCCI.

If MCCI collects Your personal information, MCCI will send You information about how MCCI collects and uses your personal information and your privacy rights. MCCI's *Privacy Policy* is available upon request.

Registered Fundraisers need to comply with any obligations under applicable legislation and/or regulations in the State or Territory in which they are conducting their Fundraising Event. This information will be available from your state government or local council and obtaining these permits is the responsibility of the Fundraiser and not MCCI. For all gaming, trading, racing, licensing,

promotional and fundraising requirements, please check legislation by contacting your nearest office:

ACT SA

ACT Gambling and Racing Commission Office of the Liquor and Gambling www.gamblingandracing.act.gov.au Commissioner

PH: 02 6207 0359 <u>www.cbs.sa.gov.au</u> PH: 131 882

NSW

NSW Office of Liquor, Gaming and Racing TAS

www.olgr.nsw.gov.au

PH: 02 9995 0300

Department of Liquor and Gaming www.treasury.tas.gov.au

PH: 03 6166 4444

NT

Racing Gaming and Licensing

www.nt.gov.au PH: 08 8999 5511

QLD

Office of Liquor, Gaming and Racing www.business.qld.gov.au/industry/liquor-

gaming PH: 13 74 68 VIC

Commission for Gambling and Liquor

Regulation

www.vcgr.vic.gov.au PH: 1300 182 457

WA

Department of Gaming, Racing and Liquor

www.rgl.wa.gov.au PH: 08 9425 1888

MCCI accepts no responsibility for any loss, liability or injury, occupational, health, safety and welfare claims arising from any Fundraising Event. It is the responsibility of the Registered Fundraiser to ensure the safety of themselves and any attendees of their Fundraising Event, including providing first aid services if they are needed. Registered Fundraisers are responsible for obtaining and maintaining any appropriate insurance for their Fundraising Event, including public liability insurance.

MCCI's public liability insurance does not cover people who choose to fundraise on our behalf. We are not liable for assessing or managing any risks associated with the Fundraising Event You are organising.

If You are under 15 years of age, You must have the express permission of a parent or guardian before undertaking any fundraising activities or hosting a Fundraising Event for MCCI.

MCCI is a child safe organisation and therefore has a Child Protection Policy, in respect of persons who have contact with children in the course of their work for MCCI. This includes all Registered Fundraisers for MCCI. It is therefore a mandatory requirement that before You start fundraising, You have read and agreed to MCCI' Child Protection Code of Conduct. Contact us on 02 42297566 or <a href="mailto:admin@mcci.org.au">admin@mcci.org.au</a> to obtain a copy.

In promoting and running Your Fundraising Event You may not use the MCCI logo or the images and text on <a href="https://www.mcci.org.au">www.mcci.org.au</a> unless you have prior written permission from MCCI.

You must disclose any previous criminal convictions to MCCI when You Register (although these won't prevent You from being able to organise an activity for us, they will be taken into account when assessing the suitability of the activity and Yourself as the organiser) and You must disclose any criminal charges brought against You during the period You are authorised to fundraise for MCCI by calling MCCI on 02 42297566 or emailing admin@mcci.org.au

You agree to release to MCCI to the fullest extent permissible under law for all claims and demands of any kind associated with the Fundraising Event, and indemnify MCCI for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in any way associated with the activity caused by Your breach of these responsibilities or negligence.

MCCI reserves the right to withdraw Your authority to organise a Fundraising Event at any time if it appears to MCCI that the Fundraising Event may negatively affect the image or reputation of MCCI or if MCCI believes there's a likelihood of You not meeting any of these Terms and Conditions.

Upon entering <a href="www.mcci.org.au">www.mcci.org.au</a> have accepted and must comply with the terms and conditions, notices, disclaimers and intellectual property requirements on those website/s. Your use of and/or continued access to those website/s constitutes Your agreement to the terms and conditions.

The content of <a href="www.mcci.org.au">www.mcci.org.au</a> such as text, graphics, images and names ("Material") is protected by Australian copyright law. Unauthorised use of the Material may violate these copyright laws.

MCCI does not warrant that <a href="www.mcci.org.au">www.mcci.org.au</a> will operate error-free, nor that its servers are free of computer viruses and other harmful data or code components. Nor do we warrant that it will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of content. If your use of the website results in the need for servicing or replacing equipment or data, MCCI cannot be held liable for any associated costs.

MCCI websites may contain embedded hyperlinks or referral buttons to websites operated by third parties or their licensees or contractors ("Advertisers"). Any claims by Advertisers are not recommendations or endorsements by us or a list of third party advertisers endorsed by MCCI.

MCCI websites may contain hyperlinks and other pointers to internet websites operated by third parties ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site.

Linked Sites that we are endorsing include: Facebook; Google; Twitter; Linked In; You Tube, Pinterest, Instagram. Other Linked Sites that appear on <a href="www.mcci.org.au">www.mcci.org.au</a> might not be endorsed or authorised by MCCI.

Your use of a Linked Site is subject to the terms and conditions of that site in addition to the Terms and Conditions on <a href="https://www.mcci.org.au">www.mcci.org.au</a>

MCCI does not and cannot be involved in your interaction with Linked Sites and Advertisers. In the event that You have a dispute with one or more Linked Sites or Advertisers, to the extent permitted by law, MCCI is exempt from liability for any claims, demands or damages arising out of or in any way connected with online disputes.

Registered Fundraisers must comply with the MCCI Privacy Policy, which is available on request.

MCCI may amend these Terms and Conditions at any time and upon amending them we will re-post them on our websites. Registered Fundraisers be will bound by the amended Terms and Conditions from that time.

If you are fundraising for a specific appeal and the funds raised exceed the amount required to meet the emergency needs of the people in affected areas or if there are changes in circumstances beyond MCCI's control, MCCI will direct excess funds to responding to other crises and resilience.

### **Online Events**

All online events must be held through MCCI's Community Fundraising Hub #MCCILIFESAVER (raisely.com)

Donors who make a donation of \$2 or more made through MCCI's Community Fundraising Hub will be automatically issued with a receipt at the time of making their donation.

Registered Fundraisers agree to pay all costs involved with running their Online Event. Fundraising Event costs are at the discretion of the Registered Fundraiser. MCCI will not reimburse any person/s for any Fundraising Event associated costs.

### **Offline Events**

You may be responsible for organising permits, licenses, insurance or obtaining an authority to fundraise where necessary for fundraising activities such as raffles or competitions (this excludes permits for door to door and public coin collections which are organised by MCCI at the point of registration).

The Registered Fundraiser must not approach the general public with door to door, street or telephone collections as part of the Fundraising Event. If the Registered Fundraiser would like to hold a street collection as part of their Fundraising Activity, they must notify MCCI as additional resources and permits are required.

Registered Fundraisers agree to pay all costs involved with running their Fundraising Event. Fundraising Event costs are at the discretion of the Registered Fundraiser. MCCI will not reimburse any person/s for any Fundraising Event associated costs.

The Registered Fundraiser must keep records of income and expenditure, and may deduct any essential costs of organising the Fundraising Event, as long as they are documented with receipts, and are fair and reasonable (e.g. You may deduct costs such as catering, venue or equipment hire). Generally, MCCI recommends that your cost of fundraising is less than 30% of the funds raised.

The Registered Fundraiser must securely keep all the money raised by the Fundraising Event. Full records of the amount raised, along with the money, need to be securely deposited back to MCCI within 14 days after the Fundraising Event takes place. Call 02 42297566 or email <a href="mailto:accounts@mcci.org.au">accounts@mcci.org.au</a> for more information on how to deposit money.

Donors who make a donation of \$2 or more, other than through our websites, must be issued with a receipt by the Registered Fundraiser if requested.

The Registered Fundraiser must ensure MCCI is clearly identified as the beneficiary of the funds raised. Where possible, the Registered Fundraiser must detail the amount or proportion of funds raised that will be donated to MCCI.