

Fundraising Terms and Conditions



Support from fundraisers in our community enables Variety – the Children’s Charity of WA to give West Australian kids a fair go through grants, programs, scholarships and experiences. We value the energy, enthusiasm and effort you make on our behalf. These fundraising guidelines provide the conditions of fundraising for Variety WA. All individuals, organisations or groups who intend to raise funds for Variety WA must agree to these conditions in planning and running all fundraising events and activities.

You must disclose any prior or current criminal convictions before approval is granted. Variety – the Children’s Charity is a child-safe organisation and works to protect children from exposure to harm.

Legal Responsibilities

- In order to be an authorised fundraiser for Variety WA, your event/activity must be registered with Variety WA via this form. Upon approval, you will receive an official **Letter of Authority** for your fundraising event/activity. This is required by law.
- The authorised fundraiser is the person who signs the activity registration form, which makes them solely accountable for managing the event/activity in a legal, ethical and responsible way.
- The authorised fundraiser is responsible for ensuring the safety of the event/activity, including organising appropriate public liability insurance and providing first aid services if they are needed.
- All aspects of financial and public liability and public safety are the responsibility of the event organiser. As Variety WA is not the event organiser it does not cover any liability on your behalf.
- If you have requested it, Variety WA will inform you whether your proposed event/activity will be covered by Variety WA’s insurance. If it is not, the event may only proceed once proof of satisfactory insurance cover is made available to Variety WA.
- The Fundraiser agrees to release Variety WA to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of Variety WA or its agents.
- It is the responsibility of the Fundraiser to ensure that any space or venue used for your fundraising activities has the required public liability insurance.
- All fundraising activities must comply with all relevant Australian Federal and State laws. Fundraisers also need to be aware of regulations related to gaming, liquor licensing and food preparation, and organise licenses, insurance or authorities to fundraise where necessary. This information is available from your state government or local council.
- Permits may be required for some activities 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.



- For further information on permits contact Variety WA or the department of Racing, Gaming & Liquor.
- Fundraisers agree to release Variety WA to the fullest extent permissible under law for all claims and demands of any kind associated with the event/activity and indemnify Variety WA 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 event/activity caused by your breach of these responsibilities or negligence.
- Variety WA's authorisation of your event/activity may be issued at its absolute discretion based on the information you have provided. If authorisation is given, it is given in reliance on you providing truthful information and any risks or hazards to which participants may be exposed.
- Variety WA reserves the right to withdraw your authority to fundraise at any time and to communicate this decision to any other Variety office.

Financial Responsibilities

- People under 16 years of age collecting, handling or managing funds must be under the supervision of a responsible adult over the age of 18.
- Fundraisers need to securely keep all the money raised until your event/activity is over. The net proceeds from your event/activity must be remitted to Variety WA within 14 days of completion, along with an accurate, detailed record of income and expenses and copies of receipts or invoices for all expenses. Reasonable legitimate expenses can be taken out of the gross proceeds, but these should not exceed 40% of the gross proceeds.
- Variety WA requires an accurate record of donations of \$2 or more so tax-deductible receipts can be provided at the conclusion of your event/activity if required. To be tax-deductible, a donation must be a gift where the donor receives nothing of material value in return.
- 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.
- There is no GST payable on donations.
- Variety WA is unable to issue invoices for donations, as donations are of a voluntary nature. We can provide an 'intention to donate' form, acknowledging an individual or organisations' commitment to donate (this form is often issued to comply with the accounting procedures of companies). Official tax receipts are issued for all donations.
- Variety WA is unable to issue individuals with donation receipt books – however individual receipts for tax deductions for supporters of the Event can be issued by Variety WA if that supporter makes a donation of \$2.00 and these funds are received by Variety WA. If supporters would like receipts, please send a list including name, address, phone number and donation amount.



- Variety WA is unable to issue tax donations for gifts in kind (ie products, merchandise or free/discounted services). We are more than happy to write thank you letters for your sponsors/donors on request, which can often be used by the company to substantiate their donation and 'write off' the goods for taxation purposes.
- Any expenditure involved with the conduct of your fundraiser and any disposition of funds & profits resulting from a fundraising appeal must be properly authorised by Variety WA beforehand.
- Under no circumstances should Individuals open or operate a fundraising bank account in the name of Variety or Variety WA to collect monies raised.

Fundraising Terms & Conditions

- All donations are non-refundable and non-transferable once processed. If you'd like to split a donation or proceeds from an event/activity with another event participant or team, this must be done at the time the funds are being deposited. After that, we cannot move funds from one team's account to another without the donor's permission.
- Variety WA reserves the right to audit paperwork associated with the event/activity..
- Fundraisers are responsible for keeping all relevant paperwork until December 31 of the year your event/fundraising activity was held (which is three months after Variety WA's end of financial year).

Promoting Your Activity/Event and Use of the Variety Name and Logo

- Fundraisers have a responsibility to make it clear that the event/activity is not Variety's, but in support of Variety.
- The Fundraiser has no right to the names 'Variety WA' or 'Variety WA - the Children's Charity', nor is the Fundraiser given the right to raise funds in those names. This means you cannot call your event a Variety WA event i.e. Variety WA Ball, however you can call it an event **supporting** Variety WA.
- Variety WA can sanction the use of a line of copy stating the relationship between the Fundraiser and Variety WA for all fundraiser promotional material. Recommended wording would be, 'Proudly supporting Variety WA the Children's Charity'.
- A "**Proudly Supporting**" logo is available upon request. Requests will be evaluated on an individual basis and approval is at the discretion of Variety. If logo use is granted, any marketing materials using the logo must be submitted to Variety for approval, prior to production or circulation.
- The logo must not be cropped, altered or recoloured in any way. The 'proudly supporting' wording must appear above the Variety WA logo and must not be removed or repositioned.
- If the Fundraiser wishes to use the standard Variety WA logo on any materials or products, the Fundraiser must obtain prior permission from Variety WA.



- Any printed materials or advertisements to be used by the Fundraiser in relation to the Event must be submitted to Variety WA for approval and must also state how the proceeds from the event are to benefit Variety WA, eg 'all proceeds from this event' or 'all proceeds from the auction'.

Variety WA Representation

- If you would like to request a Variety WA representative to attend your event, please contact the office with at least 4 weeks notice.

Media, Social, Signage, Public Relations etc

- Variety WA is unable to distribute press releases or organise media coverage for your event/activity, or to promote it to our database or on our social media.
- If you would like to have your authorised event/activity promoted on our website or in event newsletters under Supporter Events, you are responsible for submitting the copy and any images for approval.
- All media materials and press releases must be approved by Variety WA prior to circulation.
- Approval can be given within a day in most cases and we are happy to discuss any ideas you may have and provide an example press release.
- Fundraisers are not authorised to speak to the media on behalf of Variety, only about your event/activity.
- Variety WA may be able to assist with reasonable requests for promotional items/signage for your event/activity depending on availability.
- Unfortunately Variety WA are unable to provide raffle or auction prizes to assist Fundraisers in their fundraising efforts.
- Fundraisers are not able to approach the general public with door-to-door or telephone collections as part of your event/activity.

Treatment of Children

- Fundraisers and event/activity volunteers/staff must obtain parental or guardian consent before interacting physically with a child or taking the child's photo or video.
- Fundraisers and event/activity volunteers/staff must not condone or participate in behaviour towards children which is illegal, discriminatory, unsafe, exploitative, harmful, or abusive.
- Fundraisers are recommended but not required to hold a Working With Children Card; if they do and a negative notice is issued, they will not be permitted to fundraise on behalf of Variety until the negative notice is lifted.
- Variety WA does not encourage the use of grant recipients in events or in the media in any way that would compromise their privacy. Variety WA will be the sole judge of this situation. Should you wish to include some grant stories in your promotional material please contact Variety WA for appropriate material.



Cause Related Marketing Policy (CRM)

- CRM is when a company/group with a product, image or service to market, builds a relationship or partnership with Variety WA for mutual benefit. Usually this involves the company donating a fixed amount or percentage of the unit sale price to Variety WA.
- If the Fundraiser wishes to use the Variety WA name and logo to sell or promote a product or service, the Fundraiser must obtain prior permission from Variety WA.
- Variety WA reserves the right to refuse any offer of a CRM opportunity if it is not consistent with Variety WA's guiding principles.

Declaration

I accept and will abide by the above terms and conditions. I will notify Variety WA of any changes to the event/activity that will have an impact on any of the above terms and conditions.

Name:

Signature:

Date:

Note If these terms and conditions are accepted electronically, it constitutes an explicit acceptance of the above terms and conditions

Thank you for supporting Variety and WA children who are are sick, experiencing disadvantage or living with a disability.