

THE HUNGER PROJECT

AUSTRALIA FUNDRAISING

TERMS AND CONDITIONS

The following guidelines and conditions (the “Conditions”) must be adhered to by all relevant parties in order to conduct fundraising activities on behalf of The Hunger Project Australia (THPA). If you have any questions, please contact The Hunger Project Australia.

1. General Conditions (Your Responsibilities):

The individual (the “Fundraiser”) responsible for running any fundraising event/activity must ensure the fundraising event/activity is planned meets the guides of The Hunger Project Australia (“THPA”).

1.1. Upon request THPA will send the Fundraiser an Authorisation to Fundraise letter acknowledging THPA as its beneficiary charity.

1.2. The fundraising event/activity shall be conducted in the Fundraiser's name, who shall be solely responsible for managing the event/activity in an appropriate and responsible way. THPA will not assist in coordination, soliciting prizes, marketing, and/or promotion, organising publicity or providing goods or services to the Fundraiser in the running of the fundraising event/activity. THPA cannot provide volunteers to assist at the event/activity.

1.3. The Fundraiser must abide by all applicable legislation and regulations. Any necessary permits, authorisations to fundraise, insurance or licenses must be secured by the Fundraiser. Different states have their own legislation, which should be examined carefully by the Fundraiser.

1.4. The Fundraiser is responsible for ensuring the safety of the event/activity, including organising appropriate public liability insurance and providing first aid services if required.

1.5. Children under the age of 16 years of age must be accompanied by an adult when collecting donations or money.

1.6. The Fundraiser agrees to release THPA to the fullest extent permissible under law for all claims and demands of any kind associated with the event/activity, and indemnify THPA 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 the Fundraiser's breach of these responsibilities or the Fundraiser's negligence.

1.7. The Fundraiser must ensure that s/he and his/her partners, sponsors, associates and volunteers do not claim to represent The Hunger Project Australia nor claim to have any authority to act on behalf of THPA. At no time will any person affiliated with the Fundraiser

misleadingly present themselves as a staff member or volunteer of THPA. An event or activity organised by the Fundraiser is not an official THPA event and must not be promoted as such.

2. Raffles: If the Fundraiser intends to conduct a raffle, the Fundraiser will need to determine whether a permit or license is required. Please note that each state has its own separate requirements and laws. THPA can only provide general information about raffles for each state. Please refer to the Special Conditions for Raffles with in this document for where to find information for your state.

3. Seeking Corporate and Government Sponsorship:

Before approaching the national or state office of any company for sponsorship, please contact THPA first to discuss. This includes businesses with multiple locations outside of your local area, franchises and/or international companies. Consulting THPA beforehand is necessary because there may be a conflict of interest with our current sponsorship arrangements.

4. Financial Aspects of Your Event:

4.1. It is a requirement of the Charitable Fundraising Act that the Fundraiser maintains accurate records of income and expenditure, and that monies received in the course of a fundraising appeal be immediately paid into a separate bank account.

4.2. The financial aspects, fundraising, raffles, record keeping and management of the fundraising event/activity are entirely the responsibility of the Fundraiser. The Fundraiser must comply with any obligations imposed by the Charitable Fundraising Act and/or regulations in the relevant state or territory.

4.3. The Fundraiser is responsible for depositing funds into the nominated THPA bank account within 14 days of the fundraising event.

4.4. THPA cannot pay expenses incurred by the Fundraiser. The Fundraiser may deduct the expenses from the proceeds of the fundraising event/activity, provided the expenses are properly documented. Total expenses of the fundraising event/activity must be less than 40% of total proceeds.

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4.5. Please note that THPA is not responsible for any expenses that the Fundraiser may incur or any losses that may occur from an event.

4.6. THPA must comply with the obligations and regulations imposed on it by the Charitable Collections Act 1946. Therefore, all money collected must be accurately recorded by the Fundraiser on a Fundraising Completion Form, as attached.

5. Tax Deductible Receipts:

5.1. THPA is registered under the Charitable Fundraising Act. Individual receipts for tax deductions for attendees/supporters of the fundraising event/activity will only be issued by THPA if a donation of \$2.00 or more is made to THPA by that attendee/supporter.

5.2. The Fundraiser must keep a register of all attendees/supporters eligible for a tax-deductible receipt. THPA shall provide to the Fundraiser a sample register indicating the necessary information to be recorded. THPA will issue individual receipts directly.

5.3. When an attendee/supporter has given money in return for goods or services (e.g. an event), a tax-deductible receipt cannot be issued. The following items have tax deductible restrictions: raffle ticket purchases, entry to a fundraising activity, donations of goods or services, and auction purchases.

6. The Hunger Project Australia Bank

Deposit Details:

Commonwealth Bank, Account name: The Hunger Project Relief Fund BSB 062000 ACC 14615336

6.1. Please ensure you email thpa@thp.org once you have completed a bank transfer with the amount deposited and tax receipt details.

7. **Insurance:** As a third party fundraising group or individual, the Fundraiser is not covered under any of The Hunger Project Australia's insurance policies, including travel, public liability or group personal accident. The Hunger Project Australia suggests that the Fundraiser obtain its own insurance for any fundraising activities undertaken.

8. **Permits/Permissions:** If the Fundraiser is conducting activities in a public place, the Fundraiser must obtain permission from the property owner or council.

9. **Using The Hunger Project Australia Name and Logo:** If the Fundraiser wishes to refer to or promote The Hunger Project Australia, the organisation must be referred to as "The Hunger Project Australia".

9.1. THPA's name and logo are protected and can only be used by permission from THPA.

9.2. A "Proudly supporting The Hunger Project Australia" logo may be used only after authorisation to fundraise has been granted by THPA. No other logo may be used. THPA will provide an electronic file with the logo that is acceptable for use by the Fundraiser only for the purposes of the fundraising event/activity. No changes to the logo, other than size, may be made to the logo provided.

9.3. THPA's name cannot be used as part of the event's name as this would indicate incorrectly that the event is an official THPA event. Instead the Fundraiser may say that funds raised are to be donated to THPA.

9.4. Acceptable wording to promote the event/activity include the following:

9.4.1. "proudly supporting The Hunger Project Australia"

9.4.2. "net proceeds donated to The Hunger Project Australia"

9.4.3. "This is a volunteer run event raising money for The Hunger Project Australia."

10. Special Conditions for Raffles & Auctions:

A raffle is a lottery held for the purpose of raising funds for a non-profit organisation. Each state has separate requirements for raffles undertaken as fundraising activities. Below are general guidelines for each state. Please be sure to contact the appropriate state office for more specific information.

11. **Australian Capital Territory:** With limited exceptions, a permit is required to conduct a raffle. Please contact the ACT Gambling and Racing Commission for more information and to apply for a permit (www.gamblingandracing.act.gov.au).

12. **New South Wales:** For raffles where the prize money does not exceed \$25,000, a permit is not required. However, a minimum of 40% of the gross proceeds must go to the not-for-profit organisation, as well as other requirements must be met. Please contact the New South Wales Office of Liquor, Gaming & Racing for more information (www.olgr.nsw.gov.au).