



## TERMS AND CONDITIONS FOR THIRD PARTY FUNDRAISERS SUPPORTING BRAVEHEARTS

The following information has been produced to assist community fundraising initiatives to ensure that all fundraising is both transparent and accountable to members of the public donating to our cause.

These terms and conditions will help you outline your responsibilities in organising a safe and responsible activity. It will also help you to develop an activity that minimises risks to you, other participants and to Bravehearts and provide guidance in relation to important State and Territory legislation and local government regulations.

Please note that these terms and conditions may be modified at any time and such modification shall be effective immediately upon web posting of the modified terms and conditions. Your continued use of the Bravehearts Website shall be deemed to be your conclusive acceptance of the modified terms and conditions.

### **1. General Rules**

- 1.1** You, the community fundraiser must notify Bravehearts of any prior or current criminal convictions. Although this may not necessarily stop you from being able to support Bravehearts (depending on the nature of offence), this will be taken into account in agreeing to your suitability as an organiser.
  
- 1.2** Bravehearts reserves the right to decline approval of any fundraiser and/or to withdraw its approval of a fundraiser at any time if it appears that there is a likelihood of the community fundraiser failing to adhere to any of the terms and conditions mentioned in this document, or for any other reason deemed necessary at Bravehearts discretion.

## **2. Bravehearts Fundraising Site Use Policy**

- 2.1** You must ensure that any content you upload onto the Bravehearts site (including photographs) is not obscene, offensive, defamatory or racist and does not breach any law or regulation or any intellectual property rights of a third party or any right or duty owed to a third party. This means that if any of the content you upload is copyright protected, you must obtain the copyright owner's written permission in order to use it.
- 2.2** In the event that you become aware of any content which breaches any of the above rules, please notify us immediately by emailing [fundraising@bravehearts.org.au](mailto:fundraising@bravehearts.org.au).
- 2.3** You must not use Bravehearts' fundraising site to misrepresent your identity or affiliation with any person or organisation.
- 2.4** You must not use the site to send junk or spam email.
- 2.5** You must not use the site to conduct, display or forward details of any survey, contest, pyramid scheme or chain letter.
- 2.6** Bravehearts reserves the right to remove any content from any page without notice and in its sole discretion.
- 2.7** By creating a fundraising page connected to a physical activity or fitness event (each such event, an "Event") you agree that :
  - i. You represent, and warrant that you have received consent from your physician to participate in health and fitness programs, workouts, exercises, or any other related activities connected to your fundraising activities and declare that you are physically fit and have trained sufficiently to participate in and complete the Event.
  - ii. You waive, release and discharge Bravehearts and its officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action you may have (including for negligence) arising from any injury, loss or damage of any kind suffered by you including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your attendance at or participation in the Event. You also waive, release and discharge Bravehearts and its officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action you or any person under your care may have (including for negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by you. This includes children in child-carrying devices (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your

or their attendance at or participation in the Event. You agree to take all necessary precautions and actions to ensure any child or person accompanying you, whether in a child-carrying device or not, is safe. You indemnify and will keep indemnified Bravehearts and its officers, employees, contractors, volunteers and agents against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in your care.

- iii. You consent to the free use of your name and pictures of you in any broadcast, telecast and print by Bravehearts in relation to the Event. Of which, you understand that you are able to withdraw from at any time and Bravehearts shall oblige to a reasonable extent within its powers.

### **3. Event Approval**

**3.1** All events must be registered via our [website](#) and submitted to Bravehearts for consideration.

**3.2** Once you have completed your event registration online, and we are satisfied that the fundraising activity is in accordance with our Mission, Vision and Guiding Principles, we will forward you your fundraising kit help get you started.

**3.3** Please notify Bravehearts **at least 14 days prior to the event commencement date** if there are any changes to the event details provided in your event registration.

Factors that Bravehearts will consider when reviewing your application include:

- Your safety and the safety of others.
- That the proposed activity meets the standards and requirements of Bravehearts.
- That the proposed activity is compliant with State or Territory laws.
- That the proposed activity meets the requirements of your local fundraising authorities or your local council.

**3.4** Bravehearts also reserves the right to withdraw its approval for an event/activity at any time if it appears that there is a likelihood of the fundraiser failing to adhere to any of the terms and conditions mentioned in this document.

### **4. Fundraising Legislation & Public Liability**

Understanding your responsibilities, including fundraising laws in your State or Territory, is very important. Depending on what activity you decide to hold, you may need to check with local authorities to make sure you comply with local regulations. To collect money on private property, you will need the owner or landlord's permission. To solicit donations

on the street, you may require a license from your local authority or council. To solicit donations at a local fete or organised community event, you may also need to gain permission from the event organiser. For fundraising legislations in your state, please read local government requirements [here](#).

It is the responsibility of the Community Fundraiser to ensure adequate public liability insurance cover is held in relation to your fundraising activity. Public liability insurance may be provided by Bravehearts but only in exceptional circumstances. Bravehearts public liability insurance will not cover the fundraiser unless specifically agreed in writing between the parties. For further information please contact Bravehearts.

## **5. Fundraising Activities**

**5.1** All fundraising activities must be approved by Bravehearts prior to the event being held. Please allow up to two weeks from the date of receipt for a response.

**5.2** Bravehearts expressly reserves the right to suspend a fundraising page in the event that Bravehearts, in its sole discretion, deems the fundraising activity unsuitable or inappropriate.

### **5.3 Raffles**

Regulations for raffles that are of higher value differ from state to state. It is your responsibility to contact your State or Territory's Office of Gaming Regulation for more details to ensure that your raffle complies with state and local legislation.

### **5.4 Seeking corporate and government sponsorship**

Sponsors can be a great way of obtaining publicity for an event and businesses/organisations are often very happy to help charitable events. However, BEFORE approaching the national or state office of any company for sponsorship, you must consult Bravehearts first. This includes businesses with multiple locations outside of your local area, franchises and/or international companies. Consulting Bravehearts beforehand is necessary because there may be a conflict of interest with our current sponsorship arrangements.

The above also applies to contacting government bodies at local, state and federal levels to seek financial assistance or for a government official to attend/speak at your event. All government bodies have protocols regarding sponsorship and Bravehearts should be consulted first to discuss and approve prior to contact.

### **5.5 Walks and rides**

In general, Bravehearts will only accept fundraising proposals to participate in walks, runs and cycle rides where they take place as part of organised event or are being

supported by an organisation with the experience and appropriate support in place to facilitate the event. Bravehearts may accept a proposal for a walk or ride under special circumstances as deemed by the Bravehearts National Board.

### **5.6 Activities that are generally not approved**

- Door-to-door solicitation or telemarketing.
- Alignment with any inappropriate organisations or activities that do not coincide with Bravehearts' values.
- Rattling of tins that are not registered with Bravehearts.
- High-risk activities which may cause injury (as determined by Bravehearts).
- Any illegal activity.

### **5.7 Letter of Authority to Fundraise**

You may be required to present a Letter of Authority to Fundraise on behalf of Bravehearts to members of the public during your fundraiser or throughout your fundraising journey. Upon approval of your event, you can request this letter as your proof of authority to fundraise for Bravehearts. Please note that fundraising is only permitted during the time period specified on the letter and for the purposes stated on your application.

## **6. Responsibility of the Community Fundraiser**

### **6.1 Working with children**

Bravehearts is dedicated to keeping children safe from harm. It is the Community Fundraiser's responsibility to ensure a safe place for all their attendees.

Some areas that you should consider to maintain safety for children attending your event are:

- Children under the age of 18 years of age *must* be accompanied by an adult when collecting donations or funds.
- That your activity or event does not require an adult to take a child out of the vision of their parent/carer.
- If utilising the services of child entertainers, that they hold a relevant Working with Children's Check relevant to the state in which your event/activity is taking place.
- That no children under the age of 18 are permitted to use alcohol.
- That you secure written permission to photograph children from their parents or guardians (Bravehearts can provide you with a template permission form upon request), and send copy of these to us along with your photos.

## **6.2 Financials**

As the Community Fundraiser, you are responsible for all financial aspects of your activity or event, including record keeping, management of funds and for depositing funds into the nominated Bravehearts bank account **within 14 days of the fundraising event**. You can find more details in the FAQs section on our website.

Please note that Bravehearts is not responsible for any expenses that the Community Fundraiser may incur or any losses that may occur from an event. As the Community Fundraiser, it is your responsibility to keep a record of the expenses that have been incurred and deduct the expenses from the funds raised, provided it is appropriately documented.

## **6.3 Event Management and Coordination**

Whilst Bravehearts is happy to provide guidance when needed, once the event is approved, the nominated Community Fundraiser takes full responsibility for all organisational aspects of the fundraising activity/event and is responsible for ensuring that it complies with the relevant legislation. You are also responsible for the coordination of finances, prizes, publicity and/or goods or services required to run the activity.

As the Community Fundraiser, you must conduct the fundraiser in your club, group or business name and agree to be Bravehearts' primary contact for the event.

You must ensure that you and your partners, sponsors, associates and volunteers understand and abide by the guidelines set out in this document. You must also ensure that the aforementioned groups do not claim to represent Bravehearts, nor claim to have any authority to act on behalf of Bravehearts. You must ensure that at no time will any person affiliated with the third party organiser of the external fundraising activity misleadingly present themselves as a staff member or volunteer of Bravehearts. In addition, an event or activity organised by a third party external to Bravehearts is not considered an official Bravehearts event and must not be promoted as such.

## **7. Publicity Materials**

**7.1** Bravehearts endeavours to fully support the promotion of approved events in the local media. However, media materials that reference our organisation, our services, programs and/or the issue of child sexual assault must be submitted to Bravehearts for approval before they are printed or aired. While you are not authorised to speak on behalf of Bravehearts, you may speak about your fundraising activity itself.

**7.2** If the media contacts you for more information about Bravehearts or child sexual assault, you must contact the Bravehearts Community Engagement Team on 07 5552 3000 or ask the media to contact us directly. If in doubt about how to describe Bravehearts in your promotional materials, please call us on 07 5552 3000 and we will provide you with supporting documentation.

## **8. Branding Guidelines and Preferred Language**

The fundraiser is expected to ensure that the correct terminology is used when making reference to Bravehearts and its work. Our preferred language for supporters is **‘Proudly Supporting Bravehearts’**. See below for further examples:

<b>INCORRECT</b>	<b>CORRECT</b>
Braveheart or Brave Heart	Bravehearts
The Bravehearts Foundation	Bravehearts
child sexual abuse	child sexual assault
Bravehearts’ Rotary Club Golf Day	Rotary Club Golf Day – Proudly Supporting Bravehearts

### **8.1 Protocols governing the use of Bravehearts’ logo**

Where Bravehearts’ logo is being used, all funds raised at the approved event are assumed to be donated to Bravehearts; otherwise, the event may not fall under our charity status.

If authorisation is granted, the applicant can request an *Authorisation to Use Bravehearts’ Logo* and the logos themselves via email. If approved, the logo may only be used for the purposes of the event registration and in the manner specified in the application. Please note that this authorisation may be withdrawn by Bravehearts at any time and for any reason. Authorisation of Bravehearts’ logo is subject to the following conditions:

- i. Logo modifications**  
Bravehearts’ logo may not be re-drawn, re-coloured or modified in any way except by increasing or decreasing the size of the logo as a whole.
- ii. Clothing and promotional materials**  
The logo cannot be provided for placement on clothing, vehicles or other promotional material. Supporters and fundraisers are not allowed to manufacture any goods bearing Bravehearts’ logo.

## **9. Financials**

### **9.1 Funds allocation**

Bravehearts runs both local and national programs throughout Australia. Some of these are funded by the Australian Federal Government, state and/or local

government departments, while others operate solely through our fundraising. Following our Guidelines, Bravehearts will disseminate the funds throughout our organisation as needed to achieve our strategic goals. This way, you know that your hard work is helping those who need it most.

Sometimes our supporters wish to donate part of their funds to other organisations or local services in addition to Bravehearts. If so, please read and comply with the following:

- You should nominate the method of how you wish to disseminate the funds and communicate this to our fundraising team.
- There must be clear signage at the event and in the promotion of the event about where the funds are being distributed.
- Your event attendees must be aware of where their donations are going.
- All funds raised from the sale of Bravehearts merchandise must be returned to Bravehearts.

## 9.2 Receipts

There are two types of official Bravehearts receipts that can be issued:

### a) A non tax-deductible receipt

This is issued when a donor gets something in return for their giving. In other words, a tax deduction isn't available (and only a non tax- deductible receipt can be issued) if you, for example, receive goods or services at a charity auction or you obtain entry to an event.

### b) A tax-deductible receipt

This is issued when a donor receives nothing in return (in other words, for a pure monetary donation). *Note: Some 'goods in kind' can be issued with a tax deductible receipt. Refer to ATO guidelines or ask our Community Engagement Team for assistance if you think you may be eligible.*

If requested, Bravehearts can provide you with a tax-deductible receipt book for your event or activity.

#### *Note:*

- Tax-deductible receipts can only be issued to people who donate \$2 or more.
- You cannot claim a personal tax deduction for monies received and/or donated on behalf of others.
- You cannot claim a tax deduction for gifts that are donated to your activity.
- As the Community Fundraiser, you are responsible for providing the correct information to Bravehearts so that donors can be issued receipts. If in doubt, please

refer to the Tax-Deductible Gifts page on the Australian Tax Office website at [www.ato.gov.au](http://www.ato.gov.au).

Bravehearts Foundation Limited (ACN: 607 315 917) is a registered company under the *Corporations Act (2001)*, is limited by guarantee and registered as a Deductible Gift Recipient. Bravehearts Foundation operates under a Board of Management and is assisted by State based Community Regional Committees, Executive Business Advisory Committee, a Professional Finance Committee, and an Executive Research Advisory Panel.

### **10. Supporting Information and Materials**

Bravehearts wants to help you to make your event a success. We expect a reasonable level of consultation and information about the event.

For this reason, we are happy to provide you with information and resources about Bravehearts and child sexual assault for distribution at your activity/event. Our informational brochures and event posters are a great way to spread the word about Bravehearts. We can send you official copies or you will be provided with PDFs of selected posters and brochures in your fundraising kit upon request for you to print and distribute. Availability of information and materials may be limited and depends on your event size; postage fees may apply.

Please be sure to order your items at least 14 working days in advance so that we can be sure that you receive them in time.

#### **Bravehearts can also assist you by:**

- Providing general advice, information and materials;
- Adding your event to our online events calendar;
- Providing tax receipts to donors;
- Attending your event to represent Bravehearts (subject to availability and event location);
- Issuing Letter of Consent to Fundraise;
- A Certificate of Appreciation to acknowledge your support and/or donation and a letter of thanks.

#### **Please note that Bravehearts is unable to provide the following:**

- Raffle prizes or auction items;
- Funds or reimbursement for any expenses incurred;
- Contact lists for you to use to promote your event;
- Staff to run the event itself;
- General assistance in organising and marketing your event.

## **11. Indemnity**

You agree to irrevocably and unconditionally indemnify Bravehearts, and keep Bravehearts indemnified, against any loss, costs, expenses, liabilities or damage suffered by Bravehearts arising out of your breach of any of the terms and conditions contained in this document.

## **12. Bravehearts' Events Calendar**

Once your event is approved, it will be added to our official events calendar. Your fundraiser will be posted on our website, social media sites and/or e-newsletter so that our thousands of supporters throughout Australia will be informed of what you are doing. This allows us to highlight your hard work and thank you for your efforts.

Please let us know on your registration form if you do **not** wish for your event to be promoted publicly.

### **For further fundraising enquiries, please contact:**

Bravehearts Community Engagement Team

[fundraising@bravehearts.org.au](mailto:fundraising@bravehearts.org.au)

07 5552 3000

[www.bravehearts.org.au](http://www.bravehearts.org.au)