

# Guidelines, Terms and Conditions

## Becoming a FSHD Global Research Foundation Fundraiser

It is a legal requirement under the 1991 Charitable Fundraising Acts that anyone wishing to raise funds for charitable purpose must hold an authority to fundraise issued by the organisation, FSHD Global Research Foundation Limited.

Any person, organisation, group or other, fundraising in the name of FSHD Global Research Foundation needs to accept the following guidelines and register their fundraising activity/event with FSHD Global Research Foundation. Please read through these guidelines, terms and conditions, then complete and sign the "Fundraising Activity/Event Registration Form" and return it to FSHD Global Research Foundation. An sletter or email will be sent to you if your event is deemed to be suitable to fundraise on our behalf.

## Fundraising for FSHD Global Research Foundation

FSHD Global Research Foundation's insurance policy does not cover activities/events conducted by outside organisations or groups.

Due to limited resources, FSHD Global Research Foundation is not able to take a co-ordinator role in your activity/event such as assistance with soliciting prizes, ticket sales, organising publicity, and organisational arrangement.

The Fundraiser's arrangements for the activity/event must be planned with the approval of FSHD Global Research Foundation and we expect a reasonable level of liaison and information about the activity/event.

You must abide by all State/Territory charities legislation and must apply for any permits and authorities that may be required. Different States/Territories have their own legislation, which should be checked beforehand. It is the fundraiser's responsibility to review and ensure compliance with the relevant legislation.

Any changes made from the original details provided on the Fundraising Activity/Event Registration Form must be reported to FSHD Global Research Foundation for approval.

The Fundraiser acknowledges that they will at no time present themselves, including any staff member or volunteer, as a volunteer or staff member of FSHD Global Research Foundation.

## Financial Aspects of the Activity/Event

Any expenditure involved with the conduct of your fundraiser and any disposition of funds and profits resulting from a fundraising appeal must be properly authorised with FSHD Global Research Foundation beforehand.

The Fundraiser must take all reasonable steps to ensure that the expenses do not exceed a fair and reasonable proportion of the gross proceeds obtained from the event. The Charitable Fundraising Acts state this as expenses not exceeding 40% of the gross proceeds.

The proceeds of the Activity/Event, authorisation letter, and a statement of income and expenditure together with copies of receipts for all expenditure, are to be sent to FSHD Global Research Foundation within 14 days of the conclusion of the Activity/Event.

Individual tax deductible receipts for supporters who make a donation of \$2.00 or more to FSHD Global Research Foundation are available upon request. If this service is required the fundraiser must advise that receipts will be required at the application stage. A donor list including name, address, phone number and donation amount is required for tax deductible receipts to be issued.

When the supporter has received goods or services in return for money given (i.e. purchased raffle tickets or prizes at auction), a tax deductible receipt cannot be issued.

A Donation of Gift Form needs to be completed if a company or individual requests a tax-deductible receipt for their goods or services donated for the activity/event. Please contact FSHD Global Research Foundation requesting the Donation of Gift form.

## The Use of FSHD Name and Logo

The Fundraiser has no right to the names "FSHD Global Research Foundation", nor is the Fundraiser given the right to raise funds in those names. This means you cannot call your activity/event a FSHD Global Research Foundation event. However you can call it an activity/event supporting FSHD Global Research Foundation.

FSHD Global Research Foundation can sanction the use of a line of copy to be included on the promotional material stating the relationship between the Fundraiser and FSHD Global Research Foundation. i.e. "100% of the event proceeds will be donated to FSHD Global Research Foundation".

Any printed materials or advertisements to be used by the Fundraiser in relation to the activity/event must be submitted to FSHD Global Research Foundation for approval. If the Fundraiser wishes to use FSHD Global Research Foundation logo on any materials or products, the Fundraiser must obtain prior permission from FSHD Global Research Foundation.

## Media and Public Relations

All media materials and press releases must be approved by FSHD Global Research Foundation prior to circulation. FSHD Global Research Foundation is more than happy to discuss any ideas that the Fundraiser may have for media materials and distribution outlets.

## FSHD Global Research Foundation Representative

A FSHD Global Research Foundation Representative can be arranged to attend your event depending on availability. At least 4 weeks notice is required.

## Permits

Some activities require permits i.e. 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 us for more details, or visit [www.australia.gov.au](http://www.australia.gov.au) and search under "Gaming and Racing" for a full list of local gaming authorities in your relevant state.

## Liability

All aspects of financial viability, public liability and public safety are the responsibility of the activity/event organiser. As FSHD Global Research Foundation is not the activity/event organiser we are unable to cover any liability on your behalf.

The Fundraiser agrees to release FSHD Global Research Foundation to the fullest extent permissible under law for all claims and demands of any kind in any way associated with the activity/event, except where such liability arises because of the negligence of FSHD Global Research Foundation or its agents. Therefore, please ensure that any space or venue used for your fundraising activities has the required public liability insurance.

## Disclaimer

FSHD Global Research Foundation reserves its right to terminate the agreement relating to the activity/event at any time if it appears that there is a likelihood of the Fundraiser failing to adhere to any of the above terms and conditions.