

The Fred Hollows Foundation Fundraising Terms and Conditions for Search4Hurt Fundraising Challenge

These terms and conditions apply to all individuals (you or your) that have registered for the Search4Hurt Challenge (“the Event”) and are planning to fundraise on behalf of The Fred Hollows Foundation (us, we or our).

By agreeing to these you agree to comply with and to be bound by these terms and conditions.

1 FUNDRAISING

1.1 By registering and creating your fundraising account on our designated Search4Hurt Fundraising website, the participant (“you/yours”), acknowledge and agree that you are entering into an agreement with The Fred Hollows Foundation, the charity partner of the Event, and you agree to be bound by these Fundraising Terms and Conditions.

1.2 Registration to fundraise are open to all participants signed up for the Event.

1.3 By registering to fundraising with us, you are authorised to fundraise using the on-line platform for the duration of the Event.

1.4 Any off-line fundraising activities for our Search4Hurt Fundraising Challenge need to be approved by us prior you start with any off-line fundraising activities.

1.5 You may fundraise during the approved dates of the Event only; however we reserve the right to extend your on-line fundraising activity beyond the duration of the Events campaign period.

1.6 Due to the nature of our work and the high ethical standards under which we operate, there may be some events and activities we will not approve. For example, you, as a fundraiser for The Fred Hollows Foundation must not engage in events and activities that:

(i) involve telemarketing, door knocking, collection tins or buckets, or soliciting donations from occupants of vehicles or in public places such as shopping centres;

(ii) involve the sale or promotion of tobacco products or illegal drugs, or that are in any way connected with illegal activity;

(iii) are in any way connected with terrorism, any forms of human rights violations, the use of landmines or money laundering and

(iv) where alcohol is being served, responsible alcohol guidelines must be adhered to at all times.

1.7 You must not engage in fundraising through Traders (a person or organisation that engages in fundraising activities or events in the course of its trade or business or for its benefit). Examples of what will not be approved include, but are not necessarily limited to, arrangements where only a percentage or fixed amount from each sale goes to us and the remainder is taken by the Trader.

1.8 We may at any time and without the need to give reason, withdraw your approval to fundraise by notification in writing. In this situation, all fundraising must cease immediately, and you must, within seven days after you have received the notification, transfer all money raised to The Foundation.

1.9 From time to time, we may require you to comply with other reasonable requests. You agree to comply with such requests if they are made.

2 ORGANISING AND RUNNING YOUR EVENT OR ACTIVITY

2.1 You must, and must ensure that any other person assisting you with your fundraising activity or event, at all times:

- (i) comply with these terms and conditions;
- (ii) only conduct such events or activities as approved in your Letter of Authority;
- (iii) behave in an appropriate and respectful manner; and
- (iv) comply with any other directions given by us from time to time.

2.2 It is your responsibility to arrange and ensure compliance with all relevant permits, approvals, consents, gaming licenses or other requirements associated with the fundraising event or activity (Relevant Requirements). We will not be liable for any damage or loss (either direct or indirect) sustained by you arising from or connected with your failure to comply with any Relevant Requirements. Please note that there are particular rules and requirements relating to raffles, chocolate wheels, sweepstakes, bingo and other games of chance, some of which require a license and that each state and territory varies in this regard. We

recommend that you seek guidance from the relevant gaming authority in each state and territory before engaging in any activity of this nature.

2.3 You must make it clear in any dealings with the public, donors, sponsors and supporters that you are not our agent or representative, but are acting on your own behalf to raise money for The Fred Hollows Foundation.

2.4 You must make it clear in any dealings with the public, donors, sponsors and supporters that acceptance of a donation by you does not imply endorsement by The Fred Hollows Foundation of any person or organisation.

2.5 By agreeing to these terms and conditions you verify that you are physically and mentally able to organise and run your fundraising event or activity. You also acknowledge that you are aware of any risks involved and voluntarily agree to undertake all fundraising events and activities at your own risk.

2.6 The Fred Hollows Foundation (including its directors, staff and volunteers) is not liable for any injury, damage or loss arising from or connected with (directly or indirectly) any of your fundraising events or activities.

2.7 You agree to notify us before you approach any corporate sponsors as The Fred Hollows Foundation has existing relationships with a large number of corporate partners that may need to be taken into consideration.

2.8 We value the relationships we have with all of our fundraisers and like to keep abreast of their activities and events, so please keep us up to date for the duration of your fundraising. You agree that we may also contact you from time to time.

2.9 We will not provide you with public liability insurance for your fundraising events or activities. We recommend that you consider coordinating with an existing group (Scouts, Rotary or Lions) or hold your event at a venue which is already covered by public liability insurance.

2.10 You understand that we will not take a coordination role in event organising and our staff will not assist in soliciting prizes, organising publicity or providing goods and services to assist you in the running of any fundraising event or activity.

3 PRIVACY AND PERSONAL INFORMATION

3.1 We will not provide you with information from our donor database or any other personal information of current or prospective donors.

3.2 All fundraisers, including you, are expected to protect the privacy and personal information of the people you come in contact with during the course of your fundraising, and help to ensure that all fundraisers associated with The Fred Hollows Foundation comply with the laws relating to privacy. You must, and must ensure that any other person assisting you with your fundraising activity or event:

(i) only collect personal information from a supporter or donor that is necessary for the functions or activities of the fundraising (e.g. collecting name and contact details for issuing a receipt or posting an event ticket), and will always make it clear why this information is being collected;

(ii) not copy, use or disclose personal information other than for the primary purpose of fundraising for The Fred Hollows Foundation (e.g. issuing a receipt or posting an event ticket). Disclosures of personal information will primarily be to The Fred Hollows Foundation, the individual making the donation and other organisations or individuals directly related to the fundraising activity and/or the primary purpose of collection of the personal information; and

(iii) not, under any circumstances, collect credit card details from supporters or donors. This is in breach of The Fred Hollows Foundation's compliance with Payment Card Industry Standards.

3.3 We will treat any personal information you pass on to us in accordance with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) and our own Privacy Policy.

4 PUBLICITY

4.1 Any use of our logo, text, images or any other branding must first be approved by us. This helps us to ensure that the message about The Fred Hollows Foundation and its work is consistent and correct.

4.2 While we will not undertake media relations on your behalf, we are happy to provide advice on producing media materials. You agree to notify us if you intend to approach any media.

4.3 We must approve the use of any phrase or "tag line" that states the relationship between your fundraising activity and The Fred Hollows Foundation. We must be referred to as 'The Fred Hollows Foundation' or 'The Foundation'. Examples of phrases we have approved include:

(i) 'Proudly supporting The Fred Hollows Foundation'

(ii) 'Money raised will be used to support The Fred Hollows Foundation's projects in over 25 countries worldwide and in Australia's Indigenous communities'

(iii) 'All net proceeds to The Fred Hollows Foundation'

(iv) 'This is a volunteer run event raising money for The Fred Hollows Foundation'.

4.4 You must ensure that all publicity in connection with your event or activity and The Fred Hollows Foundation (whether in written or oral form) is not deceptive or misleading in any way and is clear and accurate in its explanation of:

(i) what you, and The Fred Hollows Foundation, will do with the money raised;

(ii) the tax deductibility or otherwise of donations made in connection with your fundraising event or activity;

(iii) the prizes or benefits on offer in connection with your fundraising event or activity;

(iv) the portion of the money raised that will be donated to The Fred Hollows Foundation (e.g. whether 100% of money raised will be given to The Fred Hollows Foundation and if you will cover your own costs or if expenses will be deducted from the money raised); and

(v) if you are fundraising for one or more organisations as well as The Fred Hollows Foundation, the names of the other organisation(s) and the portion of money raised that will be donated to each organisation.

4.5 You give permission for The Foundation to use your image, voice, statements and name in any media representation before and after your Fundraising Event and you understand that no compensation is payable to you for the use of your image.

4.6 You acknowledge that The Foundation takes the protection of your privacy seriously and that you have a right to request The Foundation not to use or to remove your image, voice, statement and/or name from any media or publication. For further information, please see The Foundation's privacy policy as outlined on this website.

4.7 The Foundation do not claim ownership of content the Fundraiser may submit or make available for inclusion on their fundraising page or on social media. However, with respect to content the Fundraiser submits, the Participant grants The Foundation a worldwide, perpetual, irrevocable, royalty-free and non-exclusive licence, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such content for the purposes of promoting The Foundation's fundraising activities.

(i) Any content a fundraiser post to the website (g. photos and videos) is the fundraiser's responsibility, and they must make sure that they have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary).

(ii) The Foundation reserves the right to delete any content posted, which violates someone else's right, is hateful, threatening, pornographic or violent or otherwise violates the law.

5 INVOLVING CHILDREN

5.1 All fundraisers, including you, must be at least 18 years old to fundraise for The Fred Hollows Foundation unless we have given you specific permission. If you are between 8 and 18 years of age, you must obtain consent from your parent or guardian who must also sign the Registration Form where indicated. Children under the age of 8 cannot by law participate in any fundraising at all.

5.2 You agree to inform us if you are between 8 and 18 or if you anticipate that your fundraising activity will involve working with or alongside children at any time.

5.3 If you inform us that you anticipate your fundraising activity will involve working with or alongside children at any time, you agree to:

(i) Read and comply with The Fred Hollows Foundation's Safeguarding People Policy (Policy). Please note that the Policy does not cover every aspect relating to working with children, and, while you are required to comply with the Policy at all times, such compliance does not guarantee compliance with the law. It is your responsibility to ensure that you comply with all laws applicable to working with children

(ii) Complete a Working with Children Check in the State or Territory in which your fundraising activity will be conducted and provide a copy of the completed

check (for example, WWCC number or Ochre Card) to The Fred Hollows Foundation prior to the commencement of your activity.

5.4 Proposals involving fundraising on school grounds will not be approved unless:

- (i) you are a teacher at the school where you intend to fundraise; and
- (ii) express written consent has been given by your Principal.

6 RECEIVING MONEY

6.1 You should whenever possible use your on-line fundraising account to receive monies. The rules and regulations about providing tax receipts, and what is and isn't a tax deductible gift can be quite technical.

It is your responsibility to familiarise yourself with:

- (i) when a receipt should be issued, to whom, what representations are made and the legal implications of issuing receipts; and
- (ii) the rules and processes associated with the reconciliation of money.

If you are ever in doubt, please contact us.

6.2 You must, when collecting money on our behalf and when receiving money in connection with a fundraising activity, use your on-line fundraising account to pay received monies on behalf of your donor which will provide your donor with a receipt. You must not use your own generated receipts or ready-made receipt books such as those found in news agencies. As long as you have not deceived the donor or made any misleading or inaccurate representations with respect to the money received or the receipt, what the donor does with that receipt is the responsibility of the donor. To help guide you when making representations to donors we provide the following general guidance:

- (i) A straight donation of \$2 or more where the donor receives nothing material in return will be considered a tax deductible gift.
- (ii) If the donor receives something material in return for the money (e.g. a dinner, entry to an event, an auction item or a chance to win a raffle prize) the donation will not be a tax deductible gift.

6.3 You must return all receipt books to us (including completed books, books that have been partially used and books that have not been used at all) within four weeks after the conclusion of your fundraiser activity.

7 MANAGEMENT OF FINANCES

7.1 All costs and debts associated with your off-line fundraising activities are your responsibility and we will not be liable for any financial loss suffered by you or those you involve.

7.2 While we will not pay for any expenses incurred by you, expenses necessary to conduct your fundraising activity can be deducted from money raised but only if total expenses are less than 40% and are accurately and properly documented. To help ensure proper management of money raised during your fundraising activity, you agree to:

(i) keep accurate financial records (including, but not limited to, retention of receipts and invoices);

(ii) provide us with an accurate record of money raised and expenses associated with the event or activity within 4 weeks of the conclusion of the event or activity; and

(iii) never bank monies raised for The Fred Hollows Foundation into a personal bank account. Instead you must bank it directly into your online fundraising account or our bank account, which details we can provide you with. Please contact us if you have any questions about banking of funds raised.

7.3 It is your responsibility to pay any Goods and Services Tax (GST) costs associated with the fundraising activity or event.

7.4 All cash money raised should be paid into your online account immediately or forwarded to us as soon as possible and within two weeks after completion of an activity, or for ongoing activities, every four weeks for the duration of the activity.

7.5 You must not count cash donations at an event unless prearranged and a private, quiet room can be provided. Two people are required to be present for any counting of cash donations and they must both sign a document confirming the total counted.

7.6 Cash bills must not be paid at the event unless prearranged with a supplier or venue.

7.7 If you expect to receive cash at your fundraising event or activity you will ensure that adequate secure containers for receiving cash (such as a lockable petty cash tin or similar) are provided.

7.8 If a Fred Hollows Foundation representative is present at an event or activity, you remain solely responsible for all aspects of the activity or event unless prearranged and agreed between you and the representative of The Fred Hollows Foundation.

8 ONLINE FUNDRAISING

8.1 We always recommend the use of our online fundraising platform which allows you to fundraise on behalf of The Fred Hollows Foundation.

8.2 You agree to only use our online fundraising platform unless we have given you prior approval to use a different provider. Each on-line fundraising platform has certain terms and conditions associated with using its fundraising services and facilities which you will be asked to agree to before you can proceed to fundraise online. If you do register with a provider, the terms and conditions contained within this document will continue to apply.

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