



**Muscular  
Dystrophy WA**

EMPOWERING  
full lives



## FUNDRAISING TERMS AND CONDITIONS

These terms and conditions (“the Fundraising T’s + C’s”) contain the terms and conditions which are agreed between all persons or corporations who undertake the responsibility of acting as a fundraiser (“the fundraiser”) for, or participating in any event organised by the Event Organiser, Muscular Dystrophy Association of WA(INC) (ABN 49158959 834) of Suite B, The Niche 11 Aberdare Road, Nedlands, Western Australia. (‘Muscular Dystrophy WA’). For purposes of these terms and conditions the term “EVENT ORGANISER” means and includes any individual, corporation or other organisation that holds, promotes or contributes in some way to the organisation of the event in respect of which the fundraising takes place for the benefit of Muscular Dystrophy WA.

By signing and returning a copy of these Fundraising T’s+C’s to Muscular Dystrophy WA or its authorised representative, the fundraiser agrees to and shall be bound by the Fundraising T’s +C’s and until such time as they are returned to Muscular Dystrophy WA, and the fundraiser has been supplied with an authority to fundraise by Muscular Dystrophy WA the fundraiser has no authority to commence any fundraising activities.

A fundraiser can accept the Fundraising T’s+C’s by completing and submitting a registration on the EverydayHero Fundraising website which is published at <https://www.everydayhero.com/au/> or such other place as that website is published on the internet from time to time.

The fundraiser by signing these Fundraising T’s+C’s agrees and acknowledges that;

- (i) all collections and fundraising activities will be conducted in accordance with the requirements of the Charitable Collections Act 1946, the Charitable Collections Regulations 1947 and any other relevant state and federal laws;
- (ii) when fundraising online or by making use of the internet in any manner at all or other electronic medium, any fundraisers under the age of 16 will use the EverydayHero fundraising platform within the EverydayHero website and be bound by the Terms and Conditions as published at: <https://everydayhero.com/au/terms> or as may be published anywhere else from time to time
- (iii) fundraising will only be conducted during approved timeframes and only for the approved fundraiser/event for which the fundraiser has been approved or registered;
- (iv) the fundraiser will at all times be fully accountable to the Event Organiser and comply with their supervision, direction or control and in particular the fundraiser will ensure that all funds collected or raised will be deposited, sent, provided or applied without any deduction or set off of any kind whatsoever to or as directed by Muscular Dystrophy WA, and if requested to so the fundraiser must provide a full audit statement accounting for all such funds raised in any format as reasonably required by Muscular Dystrophy WA;
- (v) Muscular Dystrophy WA is not responsible for any debts or monies owed to any person or organisation incurred because of fundraising activities undertaken by or on behalf of the fundraiser;

- (vi) Muscular Dystrophy WA is the sole beneficiary of the fundraising activity and is not responsible for any expenses or financial requirements necessary for conducting the fundraising activity;
- (vii) Muscular Dystrophy WA's logo or any other intellectual property belonging to Muscular Dystrophy WA will not be used by the fundraiser unless prior written approval is supplied by Muscular Dystrophy WA;
- (viii) any use of the Muscular Dystrophy logo shall be preceded by the words 'proudly supporting' Muscular Dystrophy WA;
- (ix) any printed, promotional material or media release will only be used where approved by Muscular Dystrophy WA before being produced or distributed;
- (x) Muscular Dystrophy WA will not be obliged to issue tax deductible receipts for donations of less than \$2.00 as is in accordance with the rules of the Australian Tax Office;
- (xi) Muscular Dystrophy WA is not responsible for any loss or damage or injury suffered or caused by the fundraiser that arises out of or is connected in anyway whatsoever with the fundraising activity.;
- (xii) all administration is the responsibility of the Event Organiser;
- (xiii) No direct contact will be made with other Muscular Dystrophy WA partners or sponsors for event / activity related assistance, without prior approval in writing by Muscular Dystrophy WA;
- (xiv) the fundraiser shall not engage in any conduct derogating from the goodwill of or disparages in any way, Muscular Dystrophy WA;
- (xv) the fundraiser shall perform such acts as are necessary to ensure that the business and other reputation of Muscular Dystrophy WA is preserved and maintained when carrying out the fundraising activities;
- (xvi) the fundraiser shall irrevocably indemnify and hold harmless Muscular Dystrophy WA in relation to any claim, action, suit, demand or any loss and damage whatsoever that arises directly or indirectly as a result of the fundraiser's acts or omissions, including any breach of these Fundraising T's+C's;
- (xvii) that nothing in the agreement constituted by these Fundraising T's+C's shall constitute either party, agent, partner or franchisee of the other to have authority to enter into any legally binding agreement, contract or other arrangement on behalf of Muscular Dystrophy WA, and without limitation of any other indemnity contained herein, the fundraiser agrees to indemnify Muscular Dystrophy WA in relation to any claim, action, suit, demand or any loss and damage whatsoever that arises directly or indirectly as a result of the fundraiser's breach of this provision;
- (xviii) the fundraiser undertakes and agrees that any confidential information disclosed between parties shall be kept strictly confidential and shall not be disclosed to any third party without prior written consent of Muscular Dystrophy WA;
- (xix) Muscular Dystrophy WA can terminate this Fundraising Agreement without reason at any time in its sole discretion.

I "the fundraiser" \_\_\_\_\_ agree to these Fundraising T's+Cs.

Signature

Date:

PRINT NAME AND ADDRESS BELOW IN BLOCK LETTERS;

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