



Community Fundraising Terms & Conditions

Thank you for your interest in fundraising for FightMND. This document outlines your obligations as the 'Event Organiser' and those of FightMND under the fundraising regulations in your state or territory.

1. Roles and responsibilities

- 1.1 The 'Event Organiser' is solely responsible for coordination and management of the fundraising activity or event, including finances and publicity.
- 1.2 FightMND is unable to take a project management role in the fundraising activity or event and is not responsible for the event or activity. Where possible, FightMND will provide fundraising support and advice.

2. Insurance, liability and administration

- 2.1. The 'Event Organisers' fundraising activity or event will not be covered by FightMND public liability insurance. The organiser must ensure that its own insurance policies cover it for all insurable risks associated with the fundraising activity.
- 2.2. The 'Event Organiser' is solely responsible for the fundraising activity or event and risks associated with running the activity or event. The 'Event Organiser' must ensure that the activity or event has an appropriate level of insurance coverage.
- 2.3. You may be required to obtain public liability insurance and complete a risk management plan to conduct the event. FightMND is not liable for, and the 'Event Organiser' indemnifies FightMND against, any claims, losses, damages, or costs incurred directly or indirectly because of the activity or event, including for personal injuries or property damage. For detailed information on public liability insurance please refer to: <https://business.vic.gov.au/business-information/protect-your-business/find-the-right-insurance#public-liability-insurance>
- 2.4. The 'Event Organiser' must:
 - consider whether there are likely to be any hazards at the activity or event and put appropriate measures in place to minimise risk and injury;
 - seek the required permits relating to activities including but not limited to raffles, lotteries, auctions etc., in your state or territory;
 - collect, hold in a secure environment, and reconcile the funds relating to any fundraising activities undertaken;



- maintain accurate financial records, including the retention of receipts and invoices relating to expenditure;
- aim to maintain costs at no more than 20% of the total event income;
- pay any invoices relating to your expenses and ensure that they are not addressed to FightMND.

3. Application and approval

3.1. Authority to Fundraise

FightMND requires all community fundraising events and activities to hold an authority to fundraise letter. You will receive one of these once you register your event online with us. For those that do not wish to register their event, they will need to fill out an Authority to Fundraise form:

<https://support.fightmnd.org.au/authority-to-fundraise-application>

An Authority to Fundraise application will only be approved when:

- we have sufficient written information;
- the application fits within our guidelines;
- the fundraising activity or event does not involve unnecessary risks and will provide a reasonable return; and
- the fundraising activity or event aligns with our organisation purpose and values.

Please allow 1-2 business days for the application to be received and a confirmation receipt to be issued. During our busier period of May to June, we ask that you allow a minimum of two weeks for a community fundraising representative to contact you.

3.2. Approval requirements

For a fundraising activity or event to be approved by FightMND, it must comply with all relevant Australian Federal and State laws (refer to your state authority in the first instance).

FightMND may decline or withdraw approval for any activity or event that does not align with our organisational values, poses reputational or safety risks, or breaches these guidelines.

3.3. Activities We Cannot Approve

FightMND is unable to approve activities or events that include, promote, or are associated with any of the following:

- Smoking or tobacco products, including vaping.
- Fundraising via the sale of alcohol directly to the public, unless all legal requirements are met and the activity is conducted in a controlled, responsible manner (expanded below in 3.4).
- Fundraising page names or team names that may be offensive or is considered in poor taste.
- Nudity, semi-nudity, sexual imagery, or sexually suggestive content.



- Violence, weapons, or activities that may be perceived as aggressive or unsafe.
- High-risk activities that may endanger participants or the public (e.g., extreme sports, dangerous stunts, unsafe physical challenges).
- Any activity that may reasonably be considered discriminatory, offensive, or inconsistent with FightMND's values.

This restriction may also apply to the use of text, messaging, or promotional material that implies FightMND endorses any of the above. When completing your application, you will be required to acknowledge that you have read, understood, and agree to comply with these guidelines.

3.4. Alcohol-Related Fundraising Activities

FightMND does not approve fundraising activities that rely primarily on the sale of alcohol directly to the public as the fundraising mechanism where alcohol is present at an event (e.g.venue-hosted function), the following applies:

- All alcohol service must comply with state/territory liquor licensing laws, including Responsible Service of Alcohol (RSA) requirements.
- The Event Organiser is responsible for obtaining any required liquor permits or licences for the event.
- Alcohol must not be used as an incentive, prize, or reward for fundraising (e.g., no alcohol raffles, no "buy a drink to donate" promotions).
- Alcohol must not be supplied to minors under any circumstances.
- Alcohol must only be served by RSA-qualified staff or venue personnel.
- The event must promote responsible consumption and provide non-alcoholic alternatives.
- FightMND reserves the right to decline or withdraw approval for any event where alcohol is a central feature or where alcohol-related risk cannot be adequately managed.

4. Consent to reuse imagery

- 4.1 We are always looking for stories and images to reshare on our website and social media channels. We will always ask for permission before reusing your images on our channels. When sharing images or video content of your event with us, you, the 'Event Organiser,' are giving consent to FightMND to use this content across our channels. It is your responsibility to ensure all persons in the photos have given consent. Please provide as much detail as you can to us when sending us your content, including who is in the photo and/or video, and what date the photo and/or video was taken so we can ensure we act responsibly. You can withdraw your consent at any time by letting us know by emailing through to fundraising@fightmnd.org.au.

5. Tax receipts

- 5.1. Donations of \$2 and over are tax deductible. You cannot claim a tax deduction on behalf of others. If you are submitting donations from other persons collected as part of your activity or fundraiser, you as the Organiser will receive proceeds of fundraising receipt. This is not a tax-deductible receipt. If attendees at



your activity or event would like a tax-deductible receipt for a cash donation made, the 'Event Organiser' is responsible for keeping a detailed record of each individual donation. FightMND can then issue receipts to these individuals after the event and once the funds have been received. The following details of the donation are needed to generate a cash receipt:

- First and last name of the donor
- Amount of donation
- Email address (for distributing receipts)
- Purpose of the funds (donation or raffle/auction item etc.)
- Date of the transaction

5.2. Please be aware that tax deductible receipts cannot be issued for ticket purchases (e.g. raffles), entry to a fundraising activity, donations of goods or services and auction purchases. For more details see the ATO's website: www.ato.gov.au/nonprofit

6. Logo use

6.1. Only the 'proudly supporting FightMND' official logo may be used by 'Event Organisers'. The use of this logo is not permitted without written approval and will be sent through to the 'Event Organiser' via email. FightMND must approve the use of the logo on any products and promotional material prior to publication. Please allow two day's notice to receive a response via email. The 'Event Organiser' must not use any of FightMND's other intellectual property without FightMND's written consent.

7. Minors

- 7.1. Those who are under the age of 18 cannot register for a fundraising event. An adult (someone over 18 years of age) must register on their behalf.
- 7.2. Adult supervision is required for all youth-led events.

8. Promoting the activity or event

8.1. The 'Event Organiser' is responsible for generating all publicity and promotional materials for the fundraising activity or event.

8.2. When promoting your activity or event, you must clearly communicate that:

- the activity or event is being held in support of FightMND.
- the activity or event is being conducted independently by the Event Organiser, and
- funds raised will be donated to support the work of FightMND.
- event organisers and volunteers must not represent themselves as employees, agents, or official representatives of FightMND.



8.3. All promotional materials- printed, digital, or verbal- must avoid implying that FightMND is responsible for, endorses, or is managing the activity or event.

9. Event assistance

9.1. FightMND may be able to provide some support for your event dependent on the size and scale of your activity. Your Community Fundraising representative will discuss this with you following your application. Some of the support which may be available, depending on circumstances is:

- professional fundraising and event management advice
- access to FightMND online fundraising pages and payment gateways
- FightMND banners and event marketing
- publicity for activity or event where possible
- donation collection tins or devices and merchandise

9.2. As the 'Event Organiser' you are ultimately responsible for the following activities, please discuss with your Community Fundraising representative for guidance and assistance:

- Gifts or prizes for your fundraising activities;
 - Applying for relevant licences, permits, risk assessments or insurance;
 - Development and management of an event risk management plan;
 - Staff / volunteers to plan and run the activity or event;
 - Sales of tickets, products, or services on your behalf; or
 - Financial contributions to any activity or event related materials or equipment.
- Discuss with your FightMND Community Fundraising representative or email fundraising@fightmnd.org.au for more information.

9.3. Due to the nature of our work, it is sometimes inappropriate to promote certain activities or events on our social media accounts. Whilst we will endeavour to assist you to publicise your activity or event, we cannot guarantee any level of assistance or publicity.

10. Termination of authority

10.1. FightMND reserves the right to withdraw fundraising approval at any time if terms are breached or if the activity is deemed inappropriate.

11. Privacy and data protection

11.1. Any personal data collected must comply with FightMND's Privacy Policy. You must not share or misuse donor or participant information. You must not store sensitive donor or participant information including credit card details. For more information see here: <https://fightmnd.org.au/terms-and-conditions/>

12. After the event



12.1. It is very important that you:

12.1.1. Deposit the funds raised with supporting documentation to FightMND within 14 days of the activity or event. Funds may be forwarded via cash, cheque, through your registered FightMND online fundraising page or FightMND website or deposited directly into the FightMND bank account. Bank account details to deposit funds are:

Name: FightMND

Bank: National Australia Bank

BSB: 083 004

Account Number: 731 389 056

Reference: Your name and or fundraiser/event details

12.1.2. Return all materials that may have been loaned to you for the activity or event, the next business day after the activity or event, unless alternate arrangements have been made.

12.1.3. Please share with us any photos, stories or footage from your activity or event which you are happy for FightMND to share through our marketing and communication activities.

13. Acknowledgement

13.1. Only once funds are received (and all materials returned), we can prepare and send you a formal acknowledgement for your generous support and a tax receipt (if applicable).

14. Registering an event over the phone with FightMND team member

14.1. Please note, if you decide to register for a community fundraising event over the phone with a member of the FightMND team, you are agreeing to these Terms & Conditions. The FightMND team member will let you know that they are ticking the approval on your behalf, and it is the 'Event Organisers' responsibility to read them in your own time.

15. Glossary

15.1. Activity / Event

Any fundraising initiative, function, campaign, or community-led effort conducted by the Event Organiser to raise funds for FightMND.

15.2. Authority to Fundraise

The written approval issued by FightMND permitting an individual or group to conduct a fundraising activity or event on behalf of FightMND.

15.3. Community Fundraising Representative

A FightMND staff member responsible for supporting, advising, and approving community-led fundraising activities and events.



15.4. Event Organiser

The individual, group, school, workplace, or organisation responsible for planning, managing, promoting, and delivering the fundraising activity or event. Event Organisers act independently and are not employees or agents of FightMND.

15.5. FightMND

The registered Australian charity (FightMND Limited) that supports people living with Motor Neurone Disease (MND) and funds vital research.

15.6. Fundraising Approval

Formal confirmation from FightMND that an activity or event meets the organisation's guidelines and may proceed under an Authority to Fundraise.

15.7. Fundraising Page

An online fundraising platform hosted or approved by FightMND where donations can be collected securely.

15.8. High-Risk Activity

Any activity that may pose a significant risk to participants or the public, including extreme sports, dangerous stunts, or activities requiring specialised safety measures.

15.9. Indemnity / Indemnifies

A legal obligation where the Event Organiser agrees to protect FightMND from any claims, losses, damages, or costs arising from the fundraising activity or event.

15.10. Intellectual Property (IP)

Logos, branding, trademarks, images, and other creative assets owned by FightMND. These may only be used with written approval.

15.11. Liquor Licence / Permit

A legal authorisation required under state or territory law to sell, supply, or serve alcohol at an event.

15.12. Personal Data

Any information that identifies an individual, including names, contact details, donation records, or images. Personal data must be handled in accordance with FightMND's Privacy Policy <https://fightmnd.org.au/terms-and-conditions/>



15.13. Proceeds of Fundraising Receipt

A non-tax-deductible receipt issued to the Event Organiser acknowledging the total funds raised and submitted to FightMND.

15.14. Public Liability Insurance

Insurance that covers injury or property damage to third parties. FightMND does not provide this for community-led events; the Event Organiser must arrange their own coverage.

15.15. Responsible Service of Alcohol (RSA)

The legal requirement that alcohol must only be served by individuals trained and certified in responsible alcohol service.

15.16. Tax-Deductible Receipt

A receipt issued to an individual donor for a donation of \$2 or more, allowing them to claim a tax deduction. Not available for ticket sales, raffles, auctions, goods, or services.

15.17. Third-Party Fundraising

Any fundraising activity or event conducted independently by an Event Organiser to support FightMND, rather than an official FightMND-run event.

16. State and territories fundraising regulators

16.1. Australian Capital Territory

Access Canberra: www.accesscanberra.act.gov.au and ACT Gambling and Racing Commission (for raffles and gaming): www.gamblingandracing.act.gov.au

16.2. New South Wales

NSW Fair Trading: www.fairtrading.nsw.gov.au/charitable-fundraising

16.3. South Australia

Consumer and Business Services: www.cbs.sa.gov.au

16.4. Queensland

Office of Fair Trading: www.fairtrading.qld.gov.au and
Office of Liquor Gaming and Racing (for raffles and gaming): www.olgr.qld.gov.au

16.5. Tasmania

Consumer Building and Occupational Services: www.cbos.tas.gov.au/topics/clubs-fundraising
The Liquor and Gaming Branch, Tasmanian Gaming Commission: www.gaming.tas.gov.au



16.6. Victoria

Consumer Affairs Victoria – www.consumer.vic.gov.au and
Victorian Gambling and Casino Control Commission: www.vgccc.vic.gov.au

16.7. Western Australia

The Department of Racing, Gaming and Liquor: www.rgl.wa.gov.au

16.8. Northern Territory

It is important to note that the Northern Territory does not have legislation that governs charitable fundraising. Licensing Northern Territory are responsible for regulating any raffles or gaming activities: www.nt.gov.au/industry/gambling/gambling/lotteries-community-gambling/introduction

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