



## Community Fundraising Terms and Conditions

**These Terms and Conditions provide the basis for conducting a fundraising activity on behalf of the Penguin Foundation.**

These Terms and Conditions will form the basis of any dealings between the Penguin Foundation and you (the fundraiser) in relation to fundraising activities.

Fundraising activity is only authorised to commence when the Penguin Foundation has approved your Permission to Fundraise application. Once registered and approved, you will be provided with an Authority to Fundraise letter or email.

Any information collected by the Penguin Foundation as part of your application will be handled in accordance with the Penguin Foundation's Privacy Statement ([link > penguinfoundation.org.au/privacy](https://penguinfoundation.org.au/privacy)).

**Please read these Terms and Conditions carefully.**

### Terms and Conditions

As a registered Penguin Foundation fundraiser, you must adhere to the following Terms and Conditions. Failure to conduct third party fundraising activities in accordance with these Terms and Conditions may result in you being de-registered as a Penguin Foundation Fundraiser and prevent you from conducting further third-party fundraising activities on behalf of the Penguin Foundation.

#### 1. Definitions

- 1.1. **"Fundraiser/Fundraising Activity"** means the act of holding an event or activity with the intention of raising funds for the Penguin Foundation.
- 1.2. **"Authority to Fundraise Letter"** means the letter issued to a Registered Fundraising by the Penguin Foundation authoring them to conduct a Fundraising Activity for the Penguin Foundation.
- 1.3. **"Register/Registering/Registered"** means completing and submitting the Permission to Fundraise online registration form ([link](#)) located on the Penguin Foundation website.
- 1.4. **"We/Penguin Foundation/Promoter"** means the Penguin Foundation ABN 42 112 304 364. Address: 1/154 Thompson Avenue, Cowes, Victoria, Australia 3922. Phone: +613 5951 2800. Website: [penguinfoundation.org.au](https://penguinfoundation.org.au) ([link](#)).
- 1.5. **"You/You/Registered Fundraiser"** means a person who has competed in full and submitted the Permission to Fundraise online application form to conduct a Fundraising Activity for the Penguin Foundation, or who has provided their details to a Penguin Foundation representative to complete the Permission to Fundraise online form on their behalf over the telephone.

## 2. Fundraising for the Penguin Foundation

- 2.1. In order to conduct a Fundraising Activity for the Penguin Foundation you must be a Registered Fundraiser and have an official Authority to Fundraise Letter issued by the Penguin Foundation via email for your Fundraising Activity. This is required by law in most States and Territories in Australia and is a requirement of fundraising for the Penguin Foundation. The Fundraising Activity is authorised to commence once the Penguin Foundation has issued the official Authority to Fundraise letter.
- 2.2. Any information collected by the Penguin Foundation as part of the Fundraiser's application to fundraise will be handled in accordance with the Penguin Foundation's Privacy Statement ([link](#)).
- 2.3. Participation of children - we welcome Fundraisers of all ages but Fundraisers under the age of 16 must provide parental or guardian consent.
- 2.4. Anyone who engages in relevant child-related work ([Do I need a Working with Children Check? | vic.gov.au \(www.vic.gov.au\)](#)) must have a valid Working with Children Check.
- 2.5. The person whose name appears on the Permission to Fundraise Registration form and Authority to Fundraise Letter is the Registered Fundraiser, which makes them solely accountable for managing the Fundraising Activity in an appropriate and responsible way. This includes deciding on the Fundraising Activity date, venue, activity, any associated costs in running the event and the overall management and reporting of the activity.
- 2.6. The Registered Fundraiser must notify the Penguin Foundation of any changes to their Fundraising Activity as originally outlined on their Permission to Fundraise registration form in advance which may result in a new Authority to Fundraise Letter being issued and must only fundraise for the period of time authorised by the Penguin Foundation.
- 2.7. Registered Fundraisers need to comply with any obligations under application legislation and/or regulations in the State or Territory in which they are conducting their Fundraising Activity. You may be responsible for organising permits, licenses, insurance or obtaining an authority to fundraise where necessary for fundraising activities such as raffles or competitions. This information will be available from your state government and local council and obtaining these permits is the responsibility of the Registered Fundraiser and not the Penguin Foundation.
- 2.8. Due to limited resources, the Penguin Foundation staff are unable to assist with ticket sales, soliciting prizes, providing goods and services to assist in the running of the Fundraisers' activity and in most cases unable to assist with publicity and promotion of the Fundraisers' activity. The Penguin Foundation database of supporters will not be available for the promotion of the Fundraisers' activity.
- 2.9. The Fundraiser's arrangements for the Fundraising activity must be planned with the approval of the Penguin Foundation and we expect a reasonable level of liaison and information about the activity.

### 3. Financial Aspects of the Fundraising Activity

- 3.1. Registered Fundraisers agree to pay all costs involved with running their Fundraising Activity. Fundraising Activity costs are at the discretion of the Registered Fundraiser. The Penguin Foundation will not reimburse any person/s for any Fundraising Activity associated costs.
- 3.2. The Registered Fundraiser must keep records of income and expenditure for seven (7) years after the activity according to government requirements.
- 3.3. The Registered Fundraiser may deduce any essential costs of organising the Fundraising Activity, as long as they are documented with receipts, and are fair and reasonable (e.g. you may deduct costs such as catering, venue or equipment hire). Generally, the Penguin Foundation recommends that your cost of fundraising is less than 30% of the funds raised and should not exceed 50% of the total funds raised.
- 3.4. The Registered Fundraiser must securely keep all money raised by the Fundraising Activity. Full records of the amount raised, along with the money need to be securely deposited back to the Penguin Foundation within 14 days after the Fundraising Activity takes place. Call 03 5951 2800 or email [info@penguinfoundation.org.au](mailto:info@penguinfoundation.org.au) for more information on how to deposit funds raised.
- 3.5. Donations over \$2 are tax deductible. Donors who make a donation of \$2 or more through our website will be automatically issued with a receipt at the time of making their donation, however not all funds raised via community fundraising will qualify as a 'donation' by law and therefore cannot be issued a tax receipt. For example, if the Registered Fundraiser was selling event tickets, raffle tickets and/or auction items as a mechanism to raise funds for the Penguin Foundation – even though the money from these items will be donated to the Penguin Foundation – these purchases cannot attract a tax-deductible receipt as the purchaser is receiving something in return for their purchase. Registered Fundraisers who collect cash donations during their activities regrettably are not authorized to provide a receipt to the donor for tax purposes, and the Penguin Foundation is not able to manually process individual receipts. If the Registered Fundraiser has set up an online fundraising page (i.e. Everyday Hero) these third-party platforms are authorized to issue tax-deductible receipts on behalf of the Penguin Foundation.
- 3.6. Registered Fundraisers who collected pooled cash donations as part of a community fundraising activity and provide these to the Penguin Foundation will receive a written acknowledgment of funds received but this will not be in the form of a receipt that the Registered Fundraiser can use for tax-deduction purposes.
- 3.7. The Registered Fundraiser must ensure the Penguin Foundation is clearly identified as the beneficiary of the funds raised. Where possible, the Registered Fundraiser must detail the amount or proportion of funds raised that will be donated to the Penguin Foundation.
- 3.8. The Penguin Foundation may amend these Terms and Conditions at any time and upon amending them we will re-post them on our website. Registered Fundraisers be will bound by the amended Terms and Conditions from that time.

3.9. If you are fundraising for a specific project/appeal and the funds raised exceed the amount required to meet the project requirements or if there are changes in circumstances beyond the Penguin Foundation's control, the Penguin Foundation will direct excess funds to priority projects and areas.

3.10. If you expect to raise more than \$20,000 in a financial year through fundraising in Victoria you may be required to register as a fundraiser with Consumer Affairs Victoria (CAV), further information can be found on the CAV website (link > <https://www.consumer.vic.gov.au/clubs-and-fundraising/fundraisers>).

#### 4. **Acceptable Fundraising Activities**

Under these Terms and Conditions, **acceptable** fundraising activities may include:

- Celebrations (E.g. asking for donations to the Penguin Foundation in lieu of wedding or birthday gifts).
- Hosted events (E.g. a morning tea, bake sale, gig or performance).
- Challenge events (E.g. asking your friends or family to sponsor you to walk run or waddle a marathon).
- Donation of a % of the profits of a product sold

The following **must not** be conducted by Registered Fundraisers for the Penguin Foundation:

- Telemarketing
- Door-knocking
- Open bucket collections
- Activities using animals or animal rides
- Activities using single-use plastics
- The sale or promotion of tobacco products or illegal drugs
- Gambling
- Any activity not consistent with the Penguin Foundation's vision, values and ethics (at the discretion of the Penguin Foundation).

If the Fundraiser is unsure if the proposed activity reflects any of the above activities, contact the Penguin Foundation Officer by phone on +3 5951 2800 or by email [info@penguinfoundation.org.au](mailto:info@penguinfoundation.org.au).

## **5. Use of the Penguin Foundation name and logo**

- 5.1. The Registered Fundraiser has no right to the name the "Penguin Foundation". Nor is the Fundraiser given the right to raise funds in that name. This means you cannot call your event a Penguin Foundation event i.e. 'A Penguin Foundation Trivia Night', however you can call it an event 'supporting the Penguin Foundation'. Recommended wording is 'This event/activity proudly supports the Penguin Foundation'.
- 5.2. Penguin Foundation will provide the Registered Fundraiser with the Penguin Foundation Community Fundraiser logo and guidelines for its in materials related with the approved fundraising activity .
- 5.3. The Registered Fundraiser must not do anything which might bring the Penguin Foundation into disrepute, or which might tarnish the prestige or reduce respect for the Penguin Foundation

## **5. Transparency and Representation**

- 5.1. The Fundraiser must be clear in all their communications with the public, sponsors and supporters that, whilst they are part of the Penguin Foundation community they do not represent the Penguin Foundation in a formal sense. The Fundraiser is raising funds that will be provided to the Penguin Foundation to support its charitable purposes.
- 5.2. All materials supporting fundraising for the Penguin Foundation must clearly state where the money raised will go. For example, 'Proudly raising funds to support the Penguin Foundation'.
- 5.3. Any digital or printed promotional materials or advertisements to be used by the Registered Fundraiser in relation to the fundraising activity must be submitted to the Penguin Foundation for approval and must also state how the proceeds from the event are to benefit the Penguin Foundation i.e. 'all proceeds from this event' or 'all proceeds from this auction'. Please allow business days 10 days for approval of your material.
- 5.4. The Penguin Foundation reserves the right to withdraw your authority to organise a Fundraising Activity at any time if it appears to the Penguin Foundation that the Fundraising Activity may negatively affect the image or reputation of the Penguin Foundation or if the Penguin Foundation believes there's a likelihood of You not meeting any of these Terms and Conditions.

## **6. Media and public relations**

- 6.1. All media materials and press releases must be approved by the Penguin Foundation prior to circulation. Please allow 10 business days for approval.

## **7. Liability**

- 7.1. The Registered Fundraiser is not a Penguin Foundation employee or agent of the Penguin Foundation, nor are they acting in any other representative capacity. The Registered Fundraiser is responsible for all fundraising activities and do so at their own risk. It is responsibility of the fundraiser to ensure the safety of themselves and any attendee of their fundraising event, including providing first aid services if they are needed.
- 7.2. The Penguin Foundation will not be liable for an injury, damage or loss sustained as a result of any fundraising activities. Any liability insurance required needs to be provided by the fundraiser or the venue/s hired for activities.