

General fundraising Terms and Conditions

Social media agreement

1. You must not use the site in any way that causes, or is likely to cause, the site or access to it to be interrupted, damaged or impaired in any way.
2. You must ensure that any content you upload onto the site and any social media posts related to the challenge (including photographs) is not obscene, offensive, defamatory or racist and does not breach any law or regulation or any intellectual property rights of a third party or any right or duty owed to a third party. This means that if any of the content you upload is copyright protected, you must obtain the copyright owner's written permission in order to use it.
3. In the event that you become aware of any content which breaches any of the above rules, please notify us immediately.
4. You must not use the site to misrepresent your identity or affiliation with any person or organisation.

Fundraising guidelines

5. Any person or organisation fundraising for a charitable organisation in Australia must, by law, have an 'authority to fundraise' letter, unless they are exempted.
6. To obtain an authority to fundraise letter, complete the application form provided by mdnsw staff. When we have received your signed form, and approval has been granted, mdnsw will provide a letter of authority. You/your group are not authorised to use muscular dystrophy nsw as its beneficiary charity until you have received written approval.
7. All fundraisers or donors must be over 16 years or older, with the exception of those who are 13 years or older and have provided parental permission.
8. The activity/event must meet requirements of relevant laws and regulations of their state or territory. Each state and territory has different fundraising regulations and it is your responsibility to ensure you meet any obligations outlined in these regulations, including organisational permits, licences, insurance or authorities to fundraise where necessary, particularly for raffles and competitions. For more information please visit: acnc.gov.au
9. Any fundraising activity/event with the purpose of raising funds to be donated to mdnsw shall be conducted in the fundraisers' name and is the sole responsibility of the fundraiser.
10. Mdnsw is not responsible for any fundraising activities/events undertaken by the fundraiser.
11. Fundraisers raising funds under the mdnsw name are not permitted to raise funds for personal financial gain. All funds must be donated to mdnsw at completion of activity/event, unless there has been an agreed upon percentage of funds to be shared with multiple charitable organisations.
12. Mdnsw is unable to take a coordination role in all these activities and does not become involved in soliciting prizes, organising publicity or media, providing goods or services to assist the fundraiser in the running of the activity/event.

13. You must send us any offline funds raised, along with a complete record of income and expenditure, supporting receipts and invoices within 28 days of the activity/event being completed. Please use the activity completion form provided.
14. Mdnsw does not pay expenses incurred by you, but you are permitted to deduct your necessary expenses from the proceeds of your event, provided they are properly documented.
15. Mdnsw is unable to reimburse event expenses from funds deposited via online fundraising platforms. All expenses incurred must therefore be managed by you and total expenses should be less than 20 per cent of total proceeds.
16. Mdnsw can provide official receipts for all donations. Tax-deductible receipts can only be issued to people donating \$2 or more. For a gift to be tax deductible, donors must not receive anything in return. Gifts that are not tax deductible include raffle tickets, entry to events, auctions, and the purchase of goods.
17. Mdnsw may give you permission to use its 'in support of' logo on promotional material, once that material has been approved by mdnsw. Any printed material produced by the fundraiser which carries the 'in support of' mdnsw logo must have prior approval from the mdnsw office.
18. The fundraiser agrees to release mdnsw to the fullest extent permissible under law for all claims and demands of any kind associated with the event or activity. This will indemnify mdnsw for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in any way associated with the event caused by your breach of these responsibilities or your negligence.
19. Mdnsw reserves the right to withdraw our support of the fundraising event or activity at any time if it appears there is a likelihood of the organiser failing to meet any of the above responsibilities and/ or not aligning with mdnsw mission, brand and values.

You can view muscular dystrophy nsw's privacy policy on our website [here](#)

You can view muscular dystrophy nsw's payment policy on our website [here](#)