Community Fundraising Agreement & Terms and Conditions

National MSA Research
A trading name of Rare Neurological Disease Research Ltd
ABN: **55 681 229 032**

Community Fundraising Agreement

Thank you for choosing to support National MSA Research.

By registering as a Community Fundraiser, you agree to conduct your fundraising activity in accordance with these Terms and Conditions. Your support helps us fund vital research into Multiple System Atrophy (MSA) and provide hope for those affected by this devastating disease.

These Terms & Conditions are designed to protect you, your participants, and National MSA Research while ensuring all fundraising activities are conducted safely, legally, and ethically.

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1. Registration

All individuals or organisations wishing to fundraise on behalf of National MSA Research must:

- Complete the official Community Fundraiser Registration Form.
- Receive approval from National MSA Research before promoting themselves as fundraising on behalf of the charity.
- Provide accurate contact information.
- Notify National MSA Research of any significant changes to the fundraising activity.

National MSA Research reserves the right to decline or withdraw approval for any fundraising activity at its sole discretion.

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2. Community Fundraiser Status

Community Fundraisers act independently and are **not employees, volunteers, agents or representatives** of National MSA Research.

Approval to fundraise does not authorise a fundraiser to:

- Enter into contracts on behalf of National MSA Research.
- Make commitments or promises on behalf of the charity.
- Use the charity's name in any misleading manner.
- Speak to the media on behalf of National MSA Research without prior written approval.

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3. Use of Name and Logo

Approved fundraisers may use the National MSA Research name and supplied promotional materials only for the approved fundraising activity.

The National MSA Research logo:

- Must not be altered.
- Must not be used on merchandise without written approval.
- Must not imply sponsorship or endorsement by third parties.
- Must not be used after the fundraising activity has concluded.

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4. Legal Compliance

The fundraiser is responsible for ensuring the fundraising activity complies with all applicable:

- Commonwealth laws
- State and Territory laws
- Local Council requirements
- Health regulations
- Food safety requirements
- Liquor licensing laws
- Raffle and gaming regulations
- Privacy legislation

Any permits, licences or approvals required for the event are the sole responsibility of the organiser.

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5. Insurance

National MSA Research's insurance generally **does not cover independently organised fundraising activities**.

The organiser is responsible for obtaining any insurance required for their event, including but not limited to:

- Public Liability Insurance
- Event Insurance
- Product Liability (where applicable)

National MSA Research may request proof of insurance before approving certain fundraising activities.

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6. Safety

The organiser agrees to:

- Conduct the event safely.
- Identify and minimise potential risks.
- Supervise participants appropriately.
- Comply with all workplace health and safety requirements.
- Ensure children are appropriately supervised.

National MSA Research accepts no responsibility for injuries, accidents, illness or property damage arising from independently organised fundraising activities.

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7. Financial Responsibilities

The organiser is responsible for:

- Managing all event income and expenses.
- Maintaining accurate financial records.
- Ensuring all donations are handled honestly.
- Keeping fundraising funds secure.

Fundraising expenses should be kept reasonable to maximise the amount donated to National MSA Research.

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8. Donation of Funds

Unless otherwise agreed in writing:

- All funds raised must be remitted to National MSA Research within **30 days** of the fundraising activity.
- Donations must not be used for personal benefit.
- Any surplus funds remaining after event expenses must be donated.

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9. Tax Deductibility

Tax deductible receipts can only be issued by National MSA Research for eligible donations.

Generally:

Eligible:

- Voluntary donations
- Online donations

- Donations made directly through National MSA Research fundraising platforms

Not generally tax deductible:

- Event entry fees
- Auction purchases
- Raffle tickets
- Merchandise purchases
- Goods or services received in return for payment

National MSA Research reserves the right to determine tax deductibility in accordance with Australian Taxation Office (ATO) requirements.

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10. Collection of Donations

Fundraisers must ensure:

- Cash donations are kept secure.
- Online fundraising platforms are reputable.
- Donations collected accurately reflect funds received.
- Donors are not misled.

National MSA Research may request fundraising records if required.

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11. Sponsorship

Businesses supporting a fundraising activity are sponsors of the fundraiser, not necessarily sponsors of National MSA Research.

Any sponsorship arrangements using the National MSA Research name must receive prior written approval.

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12. Raffles, Auctions and Competitions

If conducting:

- Raffles
- Lucky draws
- Auctions
- Prize competitions
- Games of chance

the organiser must ensure compliance with all relevant State and Territory legislation.

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13. Alcohol

If alcohol is supplied or sold:

- Responsible Service of Alcohol laws must be followed.
- Appropriate licences must be obtained where required.
- National MSA Research accepts no liability arising from alcohol-related incidents.

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14. Photography and Media

By participating in a fundraising activity, participants acknowledge that photographs or videos may be taken.

These images may be used by National MSA Research for:

- Social media
- Website
- Newsletters
- Marketing
- Promotional material

Participants who do not wish to be photographed should notify the organiser.

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15. Privacy

National MSA Research respects your privacy.

Personal information collected will be managed in accordance with the Privacy Act 1988 (Cth) and the National MSA Research Privacy Policy.

Information will only be used for purposes connected with the fundraising activity unless otherwise agreed.

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16. Cancellation

If the fundraising activity is cancelled, postponed or significantly changed:

- National MSA Research must be notified as soon as reasonably possible.
- Any funds already raised remain donations to National MSA Research unless otherwise required by law.

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17. Refunds

Donations made to National MSA Research are generally non-refundable.

Refund requests will be considered only where required by law or in exceptional circumstances.

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18. Limitation of Liability

To the fullest extent permitted by law, National MSA Research accepts no responsibility or liability for:

- Personal injury
- Property damage
- Financial loss
- Claims arising from the organisation or conduct of independently organised fundraising activities.

The organiser agrees to indemnify National MSA Research against claims arising from the fundraiser's negligence or failure to comply with these Terms and Conditions.

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19. Cancellation of Approval

National MSA Research may withdraw approval to fundraise if:

- These Terms and Conditions are breached.
- The activity may damage the reputation of National MSA Research.
- False or misleading information is provided.
- The activity is unlawful or considered unsafe.

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20. Acceptance

By registering as a Community Fundraiser, you acknowledge that you have read, understood and agree to comply with these Terms and Conditions.

You confirm that:

- The information provided is true and accurate.
- You will conduct the fundraising activity responsibly and lawfully.
- You understand your responsibilities as an independent community fundraiser.
- You agree to remit all eligible funds raised to National MSA Research.