



# FUNDRAISING GUIDELINES

## Thank you for choosing to support The Kids' Cancer Project.

### Before you start fundraising, please review our Fundraising Guidelines.

These guidelines have been developed to assist individuals, groups and businesses who wish to fundraise for The Kids' Cancer Project to ensure your fundraiser is not only successful, but complies with necessary fundraising legislation.

# If you have any questions, or for more information, please contact us on 1800 651 158 or email fundraising@tkcp.org.au

# **Fundraising for The Kids' Cancer Project**

Under the 1991 Charitable Fundraising Acts in each state, all individuals, groups or organisations who wish to fundraise for The Kids' Cancer Project must register with us, whatever the size of fundraising activity or donation (cash or in-kind).

**NOTE:** If your fundraising activity (Fundraiser) is related to your business (e.g. you plan to donate a percentage of sale proceeds to The Kids' Cancer Project), the completion of additional documents may be required. Please contact us for more information. Before you commence any fundraising, you will need to register your Fundraiser with us.

# **Registering your Fundraiser**

To register your Fundraiser, please complete, sign and return an **Agreement to Fundraise** to us, acknowledging that you have read and accept the conditions of the Fundraising Guidelines. It is a legally binding agreement made between you (the Fundraiser) and The Kids' Cancer Project. We may, at our discretion, decide whether or not your Fundraiser is suitable. If your Fundraiser is suitable,

we will issue you an **Authority to Fundraise** to <del>confirm permission has been granted for you to fundraise on behalf of us.</del>

You are not authorised to fundraise for us until you have received this Authority to Fundraise letter.

# **Conducting your Fundraiser**

Your Authority to Fundraise is valid for a set period as indicated on your letter. During this period, it is your responsibility to ensure that your Fundraiser complies with relevant fundraising legislation in your state or territory. The Office of Liquor, Gaming and Racing may require The Kids' Cancer Project to provide to them any information or documents that you give to us.

The Fundraiser will be conducted in your name and is your responsibility, including the financial aspects, fundraising, raffles, record keeping, insurance, safety, securing any necessary permits or permissions and general management of the Fundraiser.

If you have any queries please contact us or visit <u>www.australia.gov.au</u> and search under 'Gaming and Racing' for a list of <u>ga</u>ming authorities in your relevant state.

We require that there be no door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with the Fundraiser. Due to limited resources, we are not able to take a coordination role in your Fundraiser, such as assistance with ticket sales, soliciting prizes or organising celebrities.

As we are not the Fundraiser organiser we are unable to cover any liability on your behalf. Please ensure that any space or venue used for your Fundraiser has the required public liability insurance. You agree to release The Kids' Cancer Project to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of The Kids' Cancer Project or its agents. A Kids' Cancer Project representative may be arranged to attend your Fundraiser depending on availability. In conducting the Fundraiser, you agree to refrain from doing anything which may reasonably be expected to damage the goodwill, reputation or integrity of The Kids' Cancer Project.

The Kids' Cancer Project may revoke the authority granted to you and terminate your Fundraiser at any time if you engage in any act or omission as part of promoting the Fundraiser which may adversely affect the reputation of The Kids' Cancer Project, or fail to comply with applicable fundraising legislation in your state. If we revoke the Authority granted to you, you must immediately stop promoting the Fundraiser. You must notify us of any changes made from the original details provided in your Agreement to Fundraise.

### **Collecting funds and Receipting**

Funds may be collected online and offline (via cash, cheque or completing a Kids' Cancer Project donation form). Cheques can be made payable to 'The Kids' Cancer Project'. Individual receipts for tax deductions can be issued by The Kids' Cancer Project if a supporter makes a donation of \$2 or more. Where a supporter has received goods or services in return for money given (e.g. purchased raffle tickets or auction prizes), a tax deductible receipt is not applicable and cannot be issued. If you have been issued with a collection tin/box, you must never leave the collection box unattended whist collecting money. Upon completion of your Fundraiser, you must return the collection tin/box to us.

#### **Banking**

Once your Fundraiser is approved, you will be issued with a Fundraiser ID. Please use this ID when you are communicating with or banking money for The Kids' Cancer Project. The proceeds of your Fundraiser are to be banked no later than 30 days from the conclusion of your Fundraiser.

#### **Expenses & Record Keeping**

The law requires you to keep records of income and expenditure relating to your fundraising appeal or event. You can use our Income & Expense Form template to do this. You must retain accurate, true and appropriate records in relation to particulars of all items of gross profit received, particulars of all expenditure incurred and particulars of all transactions in relation to the Fundraiser. The Kids' Cancer Project cannot pay any expenses for conducting your Fundraiser, however you can deduct your necessary expenses from the proceeds of your Fundraiser, provided they are documented. The Charitable Fundraising Acts states that expenses must not exceed 50% of your gross proceeds. You agree that you will not retain any part of the gross profits raised during the Fundraiser as a commission, wage or other fee. All profit (minus expenses) must be sent to The Kids' Cancer Project.

### **Promoting your Fundraiser**

Once your Fundraiser is approved, you will be permitted to use The Kids' Cancer Project logo. You will not have right to the name "The Kids' Cancer Project" (e.g. you cannot name your Fundraiser The Kids' Cancer Project Trivia Night), however you can name it "Trivia Night, proudly supporting The Kids' Cancer Project".

We do not encourage the use of children in Fundraisers or in the media in any way that would compromise their privacy. Should you wish to include some stories, testimonials or case studies in your promotional material we may be able to provide you with appropriate material.

Any printed or advertising material for your fundraiser must:

Be submitted to The Kids' Cancer Project for approval prior to printing, and must:

- Clearly disclose that your Fundraiser is being conducted in support of "The Kids' Cancer Project"
- Prominently and clearly state your name
- Clearly disclose what percentage of the proceeds is to be received by The Kids' Cancer Project

Additional requirements apply to advertising if you are conducting the Fundraiser as part of your business. Please contact us for more details.

# Upholding The Kids' Cancer Project's Standards

Because of the nature of our organisation, our work and values, there are some fundraising activities with which The Kids' Cancer Project cannot be associated. Organisations who have been operating for 12 months or less will not be permitted to fundraise for The Kids' Cancer Project. The Kids' Cancer Project will not enter into association with fundraising activities deemed to represent;

- Tobacco
- MA+ adult content
- Product or content deemed inappropriate for association with children/youth