

Fundraising Terms and Conditions

Special Olympics Australia National Games

Special Olympics Asia-Pacific Games

Special Olympics World Games

Please read these Terms and Conditions. Using your online fundraising page and actively fundraising for National Regional or World Games competition indicates your acceptance of these Terms and Conditions and you agree that they are a legally binding agreement between you and Special Olympics Australia.

Authority to fundraise

Upon acceptance of your position to participate in a Games, you will receive a link to your online Fundraising page via *Funraisin* (Special Olympics Australia's online fundraising platform) and a Fundraising Pack with resources and tips.

In this pack you will receive a copy of Special Olympics Australia's Authority to Fundraise. If you do not receive a copy of the Authority to Fundraise, or if you misplace your copy, you can contact your club or email fundraising@specialolympics.com.au. The Authority to Fundraise is permission for you to use Special Olympics Australia's name and logo in association with your fundraising activities.

The ability for individual fundraising as provided by the Authority to Fundraise should be done in consultation with the club that the athlete is a member of, so that the activities can be monitored, and the associated funds raised can be channeled through the club. This is to avoid any conflict of interest if the athlete deals directly with Special Olympics Australia when commencing fundraising activities.

Fundraising activities

Money raised from your fundraising activities and/or donations raised through your online fundraising page will be allocated against your Athlete Levy payment if it has been processed and received by Special Olympics Australia.

Fundraising page

Special Olympics Australia will provide you with a dedicated online fundraising page where your supporters can make donations directly to support your participation in competition. This online fundraising page can only process a donation.

Any payments towards your Athlete Levy that are not donations must be made as outlined in the Payment Options.

Donations

Donations can be accepted via your dedicated online fundraising page. Once a credit card payment is processed and completed, a receipt is generated automatically. Donations of \$2 or more to Special Olympics Australia are tax-deductible provided the donor voluntarily makes the donation without receiving, or expecting to receive, any material benefit or advantage in return. As it is ultimately each donor's responsibility to determine whether their donation is tax deductible, we recommend they seek their own independent tax advice.

If your supporter gives you a cheque (this is not our preferred option), the cheque should be made payable to Special Olympics Australia. Send the cheque as outlined in the Payment Options.

Money raised from raffles, sausage sizzles or other fundraising activities

Money for your Athlete Levy may also be raised from raffles, sausage sizzles or other fundraising activities run by you or your Club. Before commencing any of these fundraising activities you must seek approval from your club to ensure it complies with the fundraising legislation in the state in which the club is located.

You must take all reasonable steps to comply with the state legislation that regulates these fundraising activities and ensure that expenses associated with these fundraising activities do not exceed a fair and reasonable proportion of the gross income.

All funds raised through a fundraising activity run by you are to be deposited directly to your Club. Once the deposited funds have been cleared, they will be added to your online fundraising page and added to your overall fundraising tally. Please be aware that this may take up to 7 business days to be completed.

If a fundraising activity is run by your Club, the funds raised will be kept in the club bank account and allocated to your online fundraising page.

Your Games Levy and the NDIS

If you are utilising your NDIS plan to support your costs, it is the responsibility of you or your plan nominee to ensure that your claims against the NDIS are accurate, meet the NDIS rules, and do not represent costs covered through fundraising. Any reconciliation at the end of the Games with your NDIS plan is the responsibility of the athlete and nominee.

Refund Policy

There are no refunds on donations.

If an athlete fundraises above and beyond their target, the additional funds raised will be allocated at Special Olympics Australia's sole discretion towards any costs associated with the competition.

If for whatever reason the competition is cancelled, all donations will be maintained by Special Olympics Australia to be applied towards Athlete Levies and costs for the future teams. If this is not reasonably practicable at the time, Special Olympics Australia may allocate the donations at its sole discretion towards supporting future program growth.

Refunds will only apply to the non-donation portion of funds raised. That is, any direct payments towards an Athlete Levy.

If an athlete pulls out of competition due to injury, illness or financial reasons, refunds will only be processed for payments made by the athlete and or their family. Donations to the athlete via their online fundraising page will not be refunded – unless the donor contacts Special Olympics Australia to request it. Otherwise, the donations will be put towards other athletes and broader costs associated with competition.

Overpayments

Every effort will be made by Special Olympics Australia to return overpayments connected to athlete levies. The non-refundable deposit paid to accept a place on a team, along with any monies raised through fundraising, cannot be returned.

For athletes that are overpaid, any personal out-of-pocket contributions above the levy amount will qualify for a refund. Please see below for important information on overpayments:

- Athlete Levy deposits are non-refundable.
- Payments made by fundraising pages (treated as donations) are non-refundable
- If an athlete has made an overpayment via their own fundraising page by mistake, the below steps must be followed to have overpayments returned:
 - Return the donation receipt received for the payment to Special Olympics Australia at accounts@specialolympics.com.au and confirm in writing that you will not claim the payment made via your fundraising page as a deductible expense on your annual tax return; and
 - Upon receiving confirmation that the above stipulations have been met, the overpayment will be paid directly back to the athlete
- Any financial support provided by a Club will be considered for a refund where the Athlete Levy is overpaid, and once no other out-of-pocket costs are incurred by the athlete (in addition to the non-refundable deposit).
- Any overpayments made via a council/sponsorship/grant are the responsibility of the athlete to return.
- Athletes take personal responsibility to reconcile any payments made due to use of NDIS funding with the NDIA and with their NDIS supports.

Over payments or additional personal payments towards your Athlete Levy will be processed AFTER the competition.

Feedback and complaints handling procedure

Special Olympics Australia welcomes feedback and attends to all complaints promptly. Please email or write to Special Olympics Australia at complaints@specialolympics.com.au

Privacy and Website Terms of Use

The Special Olympics Australia Website Terms of Use and the Special Olympics Australia Privacy Policy are incorporated into these Terms and Conditions. [Click here](#) to view the Privacy Policy.

Safe Site Policy

We need your help to keep the fundraising website and the Special Olympics Australia website safe and ask that all members and supporters commit to the following:

1. You will not collect users' content or information, or otherwise access Special Olympics Australia websites, using automated means (harvesting bots, robots, spiders or scrapers).
2. You will not engage in unlawful multi-level marketing (i.e. recruiting others to sell goods or services).
3. You will not upload viruses or other malicious code.
4. You will not solicit login information or access an account belonging to someone else.
5. You will not bully, intimidate or harass anyone.
6. You will not post content that is offensive, hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
7. You will not use Special Olympics Australia websites to do anything unlawful, misleading, malicious, or discriminatory.
8. You will not facilitate or encourage any violations of this statement.

Indemnity

You agree to release, indemnify and hold harmless Special Olympics Australia, its sponsors, agents, Clubs, officers, employees, volunteers, consultants and all other authorised representatives from all claims, actions, demands, suits or proceedings of any nature whatsoever which may be made by you, on your behalf, or by or on behalf of any other person, in respect of or arising out of any liability, loss, cost, damage or expense, including but not limited to damage to property, injury or death that you or any other person suffer during the course of, as a result of, or that is associated with, your fundraising activities.

Termination

You agree that your participation in any fundraising activities on behalf of Special Olympics Australia is subject to the sole discretion of Special Olympics Australia and that your participation may be limited or terminated by Special Olympics Australia, with or without cause. You acknowledge and agree that Special Olympics Australia may also, in its absolute discretion, withdraw your Authority to Fundraise, upon which you must immediately cease fundraising and discontinue any use of the Special Olympics Australia name and logo.

Governing Law

These Terms and Conditions are governed by the laws of the State of New South Wales and the New South Wales courts shall have exclusive jurisdiction for any dispute arising under or relating to these Terms and Conditions.

How to contact us

If you have questions about these Terms and Conditions, please contact:

Special Olympics Australia

Phone: 1300 225 762

Email: fundraising@specialolympics.com.au