ENDOMETRIOSIS AUSTRALIA TERMS & CONDITIONS

**General**

These terms and conditions are governed by the respective State or Federal Laws and legislation in which activity takes place. In circumstances where no direct legislation applies, this the law in force is the State of New South Wales.

Endometriosis Australia may change or modify these terms and conditions at any time and you agree to be bound by these terms and conditions as changed or modified. Notice of any changes or modifications will be provided by publishing the revised terms and conditions on our website only and separate notification will not be given to you individually.

**Marketing**

Endometriosis Australia uses images, videos and other marketing collateral in its digital and print media. Any intellectual property rights in these materials belongs to Endometriosis Australia and must not be used or reproduced in any way without Endometriosis Australia’s express written consent.

Endometriosis Australia respects the privacy of its clients and will not use any images or video footage of clients unless they have consented to such use.

**Website**

Use of this website is governed by these terms and conditions and [Privacy Policy](https://www.endometriosisaustralia.org/privacypolicy) found on this website.

Information on this website is of a general nature. Endometriosis Australia has made reasonable endeavours to ensure that information on this website is accurate, reliable, and complete. Due to business developments the information on this website may change from time to time. To ensure that you receive the most up to date information you should not rely on all statements or representations made on this website and should contact Endometriosis Australia as required. No warranty of any kind, implied, express or statutory, is made by Endometriosis Australia in relation to the accuracy, adequacy, reliability or completeness of the information and materials on this website and Endometriosis Australia expressly disclaims liability for errors or omissions in such information and materials.

If you have any questions, please contact us at admin@endoaustralia.org

**Other websites**

To the extent permitted by law, Endometriosis Australia will not be liable in any way for any loss or damage which may be suffered by you in relying on the statements and representations made on this website, or through use or access to this website, or Endometriosis Australia’s failure to provide this website. This site may be linked to other sites that are not maintained by Endometriosis Australia. Endometriosis Australia is not responsible for the content of those sites and does not accept responsibility for the use or reliance of material of any website which is referred to or accessed through our websites. The inclusion of any link to such sites does not imply endorsement by Endometriosis Australia of the sites.

**Website intellectual property**

All intellectual property and copyright in this website or any other marketing collateral (in print or digital form) is owned by Endometriosis Australia, unless otherwise stated.

You are permitted only to access and download the contents on the website pages temporarily and for the sole purpose of viewing the information for personal use. If you have downloaded any material from our website under a Creative Commons licence, then the material must only be used in accordance with the licence.

Except for the use outlined above, or as otherwise permitted under the Copyright Act 1968 (Cth) or other applicable laws and regulations, no information on this website may be permanently copied, reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form, in whole or in part, by any process and you may not create derivative works from any part of this website or commercialise any information obtained from any part of this website without the specific written consent of Endometriosis Australia.

**Cookies**

Endometriosis Australia uses third parties to track data on this website to improve its performance and to enhance your browsing experience.

If you disable, remove or reject tracking, then you may not be able to access the full functionality of this website. You can manage your tracking preferences using the information for your web browser below:

* [Google Chrome](https://support.google.com/chrome/answer/2790761?hl=en)
* [Internet Explorer 11](https://support.microsoft.com/en-us/help/17288/windows-internet-explorer-11-use-do-not-track)
* [Internet Explorer 10](https://support.microsoft.com/en-us/help/17289/windows-internet-explorer-10-use-do-not-track)
* [Mozilla Firefox](https://www.mozilla.org/en-US/firefox/dnt/)
* [Safari on OSX](https://support.apple.com/en-au/guide/safari/prevent-websites-from-tracking-you-sfri40732/mac)
* [Safari on iOS](https://support.apple.com/en-us/HT201265)

**Donations and Refunds**

Endometriosis Australia is registered as a charity with the Australian Charities and Not for Profits Commission.

All pricing and transactions on this website are stated in Australian Dollars (AUD) and are secured using 256bit Transport Layer Security (TLS) encryption technology plus HTTP Strict Transport Security (HSTS).

By completing a donation you certify that: 1. you accept the Terms & Conditions and the [Privacy Policy](https://www.endometriosisaustralia.org/privacypolicy), 2. you understand you can cease communication, or access and change your personal information by emailing admin@endoaustralia.org

We only use your information to process your donations and communicate with you about our charitable objectives.

Donations by individuals can be made in the form of one-off donations, regular gifts, or bequests. Endometriosis Australia will determine where the funds are directed within its services. If a donation is designated to a specific project, Endometriosis Australia will use reasonable endeavours to direct that donation to the designated project but is not obligated to comply with such requests. Donations of gifts in kind will also be directed as determined by Endometriosis Australia.

Endometriosis Australia can provide official receipts for approved donations of $2.00 or more. Donors receive a receipt for each donation, unless otherwise requested. Endometriosis Australia accepts anonymous donations and is still to issue a tax-deductible receipt to the donor in such circumstances.

**Online donations**

This website is enabled for online donations using a secure donation server. However, despite the security on the website, you should be aware that there are risks in transferring information across the Internet.

We record on our fundraising database the donor's name, address, email, telephone, and amount donated. Our fundraising database is protected by secure user IDs and passwords, to help protect it from misuse, unauthorised access, modification or disclosure. For more details on the collection and use of donor data, please see our [Privacy Policy.](https://www.endometriosisaustralia.org/privacypolicy)

**Refunds**

To seek a donation refund you must contact Endometriosis Australia within 14 days of receipt by email to admin@endoaustralia.org Alternatively, you can send written queries to: Endometriosis Australia, PO Box 1070, North Sydney, NSW, 2059.

Any donation, purchase or other transactions made through the website by a user inserting that user’s credit card details is final and not disputable. Where there has been an unauthorised use of a user’s credit card, and the unauthorised nature of that use is proved on the balance of probabilities, then the donation may be considered for refund.

Endometriosis Australia thoroughly considers all requests for a refund and will ensure that genuine errors are corrected, however we are under no obligation to give refunds and the decisions on refunds will be at Endometriosis Australia’s discretion. If you would like to request a refund, please provide details of how you made the donation, the amount, the date, and the circumstances justifying your request.

If a donation is refunded, the associated tax receipt is no longer valid and should be securely destroyed. Please note it is your responsibility to submit correct receipts to the ATO (Australia Taxation Office).

**Recurring Donations**

The [Donation Debit Services Agreement](https://www.endometriosisaustralia.org/ddsa) governs any agreement by you to provide recurring donations to Endometriosis Australia.

To cancel recurring donations, notification is required at least 10 clear business days prior to the next scheduled payment date to affect any cancellation.

**Donations we cannot accept**

In line with the Fundraising Institute Australia code we will not accept a donation where:

* there is a reasonable belief that the donor is in vulnerable circumstances or lacks capacity to make a decision to donate; or
* accepting the donation would compromise the interests and objectives of our cause
* the cost of accepting the donation will be greater than the value of the donation; or
* there is reason to believe that accepting the donation may give rise to litigation

Endometriosis Australia cannot accept funds raised in a way that is contrary to our values or may be seen to compromise or contradict the work Endometriosis Australia does. As a general rule, Endometriosis Australia will NOT enter into a fundraising agreement or accept donations from individuals, groups or corporations (as cash, pro-bono or gifts in kind) that are involved in activities that are incompatible with the objects of our cause, including the following:

* Illegal activities
* Violence
* Discrimination
* Gambling\*
* Tobacco
* High safety risks
* Risks to children and young people
* Nudity or sexual imagery
* Any clinical, medical, or health coaching practitioners, businesses, professionals or products which make therapeutic claims unapproved by the TGA.

*\** *Endometriosis* *Australia does accept donations from some government owned or run programs [that are related to gambling] where revenue is required by legislation to be returned to benefit the community.*

# Community Fundraising Terms & Conditions:

### Fundraising for Endometriosis Australia

These Terms of Agreement provide the basis for a fundraiser/event to be organised by the Community Fundraiser on behalf of Endometriosis Australia. By signing and returning the [Application to Fundraise Form](https://www.endometriosisaustralia.org/fundraisingapplication), the Community Fundraiser indicates acceptance of these terms and conditions and there after these terms and conditions will form the basis of any dealings between Endometriosis Australia and the Community Fundraiser in relation to the fundraiser/event.

“Community Fundraiser” means the individual or organisation holding the fundraiser/event for the benefit of Endometriosis Australia.

Community Fundraising activities must be consistent with industry guidelines, Endometriosis Australia values as outlined in the section ‘Donations we cannot accept’, and these Community Fundraising Terms and Conditions.

### Approval

For a fundraiser to be approved, the Community Fundraiser will need to complete and sign the [Application to Fundraise form](https://www.endometriosisaustralia.org/fundraisingapplication). The Community Fundraiser will be notified in writing if their proposal is successful.

Endometriosis Australia reserves its right to withdraw its approval for the activity/event at any time if it appears that the Fundraiser is failing to adhere to any of the above terms and conditions. The Community Fundraiser accepts that Endometriosis Australia will not be liable for any loss or costs incurred by the Community Fundraiser as a result of withdrawing its approval.

**Authority to fundraise**

Regulation and best practice in Australia dictate that any person or organisation fundraising must have an ‘authority to fundraise’. The Community Fundraiser is not authorised to use Endometriosis Australia as its beneficiary charity until it has received an authorisation letter from Endometriosis Australia.

The ‘authority to fundraise’ will be sent by Endometriosis Australia after:

* we have received a written and signed application from the Community Fundraiser;
* we are satisfied that the fundraiser/event will produce a reasonable return after expenses have been deducted;
* we are satisfied that the fundraising activity aligns to the aims and values of Endometriosis Australia
* we are satisfied the fundraising activity is not high risk.

The fundraiser/event shall be conducted in the Community Fundraiser’s name and is the sole responsibility of the Community Fundraiser. The Community Fundraiser is responsible for all aspects of the fundraiser/event including event organisation, publicity and prizes and compliance with applicable laws and regulations. The Community Fundraiser is expected to understand circumstances as to when a receipt can be issued and the charitable rules and regulations around donations. The Community Fundraiser may fundraise during the approved dates only, and only for the approved event or activity indicated in the Authority to Fundraise letter. If one wishes to extend or change any aspect of their fundraising event or activity, additional approval from Endometriosis Australia needs to be sought.

Endometriosis Australia is not able to take a coordination role in Community Fundraising activities and its officers cannot assist in soliciting prizes, organising publicity, or providing goods or services to assist the Community Fundraiser in the running of the fundraiser/event. If the Fundraiser would like a representative of Endometriosis Australia to attend the activity/event, they should notify Endometriosis Australia as early as possible. Endometriosis Australia cannot guarantee attendance, but we are always able to provide a comment to be read out or a video to be played on our behalf.

**Legal implications**

The event/fundraiser must meet the requirements of relevant State and Territory laws and regulations. The information given to Endometriosis Australia must be available to regulatory authorities on request. Endometriosis Australia does not provide legal advice regarding compliance with these laws and regulations.

**Endometriosis Australia’s reputation**

Because of the nature of our organisation and the high ethical standards under which we operate, there are some events with which we cannot be associated. We cannot endorse some activities, including:

* extreme sports such as parachuting, paragliding or bungy jumping,
* motor vehicle and motor bike racing and activities that involve marine racing unless the Fundraiser provides evidence of public liability insurance to cover themselves and their participants;
* gambling;
* games of chance that do not comply with State legislation;
* activities of a sexual nature; or
* activities that promote harm to self or the environment.

### Insurance

Endometriosis Australia is unable to provide public liability insurance cover to Community Fundraisers. Endometriosis Australia accepts no liability for personal injury, property damage or death arising in any manner from a fundraiser’s activity. Community Fundraisers must make sure that they take out an insurance policy which covers any risk associated with their fundraising activity or event.

### Using the Endometriosis Australia name and logo

Please remember that the event will not be Endometriosis Australia’s event, but an event to raise funds for donation to Endometriosis Australia.

All material with which the Endometriosis Australia name and logo is to be associated must first be approved by Endometriosis Australia.

If the Community Fundraiser wishes to utilise the Endometriosis Australia name and/or logo on any materials or products, the Community Fundraiser must obtain prior permission from Endometriosis Australia.

**References to Endometriosis Australia**

If the Community Fundraiser wishes to refer to or promote Endometriosis Australia, it must refer to Endometriosis Australia as “Endometriosis Australia”.

**Printed Materials**

Any material, pamphlets, brochures or products must be submitted to Endometriosis Australia for approval before a request to use the logo will be granted. All printed material including media releases must be forwarded to Endometriosis Australia for approval prior to being printed or circulated.

**Use of the logo**

Permission to use the Endometriosis Australia logo must be requested and will attract conditions to be negotiated between Endometriosis Australia and the Community Fundraiser, especially if the use of the logo is for marketing activities of the organisation. A minimum amount of donation may have to be guaranteed for activities of this nature.

**Participation of children in a fundraising activity**

Each State and Territory has special regulations that apply when children participate in fundraising and event activities. It is your responsibility to investigate and adhere to these regulations as they relate to the State or Territory you reside in.

**Finance, records and receipting**

The financial aspects of fundraising, raffles, record keeping and management of the fundraiser/event are entirely the responsibility of the Community Fundraiser and the Community Fundraiser must comply with the relevant State or Territory laws and regulations.

The following is a summary of financial reporting typical of that required from Community Fundraisers which is needed to protect the public interest:

* set-up and maintain proper financial records and accounts which can be audited if necessary;
* provide Endometriosis Australia at the outset with an accurate estimate of expenses and the likely proceeds of the fundraiser/event;
* where necessary/appropriate, set up a separate bank account that mentions Endometriosis Australia’s name. All funds are to be banked into this separate bank account. This account must be closed after the event;
* money raised and details of actual income and expenditure must be returned to Endometriosis Australia within four (4) weeks of the fundraising activity. Once Endometriosis Australia confirms receipt of the funds. A letter of acknowledgement of funds raised (usually for substantial funds received, or for a large event) can be issued upon request; and
* Endometriosis Australia cannot pay expenses incurred, but the Fundraiser can deduct necessary expenses from the proceeds of the event, provided they are properly documented. (Total expenses must be less than 40% of total proceeds).

**Receipts**

Endometriosis Australia can provide official receipts for approved events. Tax-deductible receipts can only be issued to people donating money of $2 or more. The Community Fundraiser must keep a register of all attendees/ supporters eligible for a tax-deductible receipt. Schools, organisations or fundraisers who have collated individuals’ donations cannot receive a tax receipt for the collective donation amount. It is the responsibility of the Community Fundraiser to understand:

* circumstances when a receipt can be issued, and to whom, NB: The following are not tax-deductible: Ticket purchases (e.g. raffle), entry to an event, donations of goods or services, auction purchases, or purchase of a device. Also, no personal tax deductions can be claimed for monies received and/or donated on behalf of-, or by others;
* the legal implications of issuing receipts and the necessity of returning official receipts books (used and unused) to Endometriosis Australia; and
* reconciliation and collection of funds, which needs to be counted/verified and witnessed by a minimum of two people and accurately recorded by the Fundraiser as outlined by charitable fundraising laws and regulations in the relevant state.

**Feedback and Complaints**

Feedback or complaints can be provided to admin@endoaustralia.org