

General Event & Fundraising Consent

Thank you for your interest in supporting the Amy Gillett Foundation either with regard to raising funds linked to an event or via the promotion of our logo through another fundraising initiative or awareness raising campaign that you are looking to undertake.

AGF's primary objective is for safe bicycling in Australia and zero bicycling fatalities on our roads. With your support we can achieve this aim.

We seek to achieve this by:

- Raising awareness and mutual respect amongst bicyclists and motorists;
- Educating bicyclists and motorists as to the importance of responsible road use;
- Conducting, funding or facilitating research to inform and guide the AGF's programs;
- Influencing public policy and funding as it relates to the AGF's programs;
- Supporting up-and-coming young female cyclists in their sporting and educational endeavours via the Amy Gillett Cycling Scholarship.

Attached to this letter are:

- (a) an expression of interest form to complete with the details of your fundraising activity; and
- (b) the terms and conditions on which AGF will authorise you to fundraise and your responsibilities with regards to the use of the Amy Gillett Foundation logo and other related program and campaign logos (includes the "a metre matters" logo).

Please complete the form which outlines the details of your event, awareness campaign or fundraising initiative (including the declaration to acknowledge your receipt and acceptance of the terms and conditions) and return it to AGF.

Thanks again for your support and we look forward to working with you in our quest to attempt to keep us all *Safe together* on our roads.



Tracey Gaudry
Chief Executive Officer

Fundraising Conditions

Where Amy Gillett Foundation Pty Ltd (ABN 46 200 981 503) as trustee for the Amy Gillett Foundation (“AGF”) provides you with authority to fundraise or promote awareness of its programs, it does so in accordance with the following terms and conditions (“Terms”).

Any activity by you which is associated with, or makes use of, the AGF name, image or livery will be taken to be an acceptance by you of these terms and conditions which are effective until new terms and conditions are notified to you in writing by AGF.

1. **Fundraising activity:** The authority to fundraise given to you by AGF is limited to the activities or event approved in writing by AGF (“Event”). You must advise AGF of any changes to the original details of the Event and seek revised authorisation, if necessary.
2. **Compliance with laws and directions:** You must comply with any authority to fundraise provided by AGF and the reasonable directions of AGF from time-to-time. You must obtain and maintain at your cost all permits, licences, consents or other authorisations required for your Event. In particular, you are responsible for ensuring your Event complies with all relevant laws and guidelines including State and Territory laws with respect to minor gaming and fundraising activities.
3. **Obligations in relation to Event or promotion of an AGF program of campaign:** You must take full responsibility for all planning, organising and management of your Event or activity. Without limiting this obligation, you must:
 - (a) not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of AGF;
 - (b) use your best endeavours to uphold, maintain and promote the objects, purposes, image and reputation of AGF;
 - (c) ensure that your employees, agents and volunteers conduct themselves in a professional and competent manner;
 - (d) take sole responsibility for any acts or omissions of your employees, agents and volunteers;
 - (e) take out and maintain an adequate level of insurance in relation to the Event; and
 - (f) organise, promote and conduct the Event with due care and skill and not use telemarketing techniques when soliciting donations.
4. **Personalised fundraising homepage:** You may decide to create a personalised fundraising homepage and fundraise online for the benefit of AGF. Please contact the AGF to establish the page for you. If you have a personalised fundraising homepage created for you, then at all times your use of the website must be responsible and legal. In particular, but not exclusively:

- (a) you must maintain the confidentiality of your user ID and password and take all necessary precaution to prevent unauthorised access to your user ID and password. You must inform us immediately if you have reason to believe that your user ID and password are being, or are likely to be, used in an unauthorised manner. You are responsible for all activities which occur under your account and you agree to release and indemnify AGF in connection with any use of your account;
 - (b) you are solely responsible for the content of all communications made by you via the AGF website. You must comply with all laws while using the website to fundraise and your communication must not violate any law, infringe any third party rights or use the website in any way that damages the AGF's property or interferes with, disrupts or offends AGF or other website users;
 - (c) it is your responsibility to ensure that the content uploaded onto your personalised fundraising homepage, including photographs, is not copy right protected. If it is, you must obtain the owner's written consent to use it; and
 - (d) as an online fundraiser, you must not misrepresent your identity or affiliation with any person or organisation (including AGF).
5. **Proceeds:** You must send all proceeds of the Event to AGF within 21 days of the conclusion of the Event or fundraising/awareness activity. This clause 5 does not apply if you choose to have a personalised fundraising homepage created, in which case donations will be received online.
6. **Merchandise:** If you have received approval from AGF to sell merchandise on its behalf, you must return monies received for purchases and any leftover merchandise to AGF within 21 days of the end of your Event.
7. **Licence:** AGF grants you a revocable, non-exclusive, non transferable licence to use the logos, artwork or symbols owned by AGF ("**Marks**") and provided to you solely in relation to your Event. In relation to the Marks, you must:
- (a) obtain approval of AGF to all materials bearing the Marks prior to publication and distribution;
 - (b) act at all times to protect the value in the Marks and ensure the rights of AGF are not damaged or infringed in any way by their use;
 - (c) ensure that the Marks are only applied to, or associated with, advertising or promotional material in relation to the Event approved by AGF;
 - (d) observe AGF's reasonable directions as to the disposition, manner and use of the Marks in general or in any particular instance;
 - (e) not make any change to the design or content of the Marks, including resizing and colour; and

- (f) not use the Marks in respect of any goods or services other than the Event.
8. **Infringement:** If you become aware of any infringement or potential infringement of the Marks you must notify AGF by giving particulars in writing of any such infringement or potential infringement and give full co-operation to AGF in respect of any action, claim or proceedings brought or threatened in respect of the Marks.
9. **Restrictions on licence:** Nothing in these Terms confers any right on you to trade under the AGF name or any name included in the Marks or any right to apply for the registration or reservation of any such names or intellectual property in the Marks. AGF may at any time impose additional conditions on your use of the Marks.
10. **Fees:** AGF may require you to pay a fee for the use of the Marks. Fees are payable within 14 days of receipt of a valid tax invoice unless otherwise agreed in writing by AGF. A minimum requirement relating to the use of the AGF's Marks is a minimum contribution of \$500 in the form of membership of the Foundation's Club 500 program.
- Refer to <http://www.amygillett.org.au/how-to-help-club-500/> for details on how to join and complete your payment
11. **Reports:** Unless otherwise agreed by AGF, within 30 days of the conclusion of your Event, you must provide a written report to AGF setting out at least the following information:
- (a) The numbers and characteristics of participants, volunteers and spectators in relation to the Event.
 - (b) The funds raised by the Event/activity (if any) and the purposes to which they are dispersed (statement of income and expenditure for the Event).
 - (c) The use to which the Marks were put, including figures for circulation of promotional material and estimated audience (as applicable).
 - (d) Details of substantial donations, prizes or services for acknowledgement by AGF.
12. **Indemnity:** You agree to indemnify and keep indemnified AGF against all costs, claims, damages, expense and liabilities of any kind incurred by AGF arising out of any breach by you of these Terms or any law, any act or omission of you, your employees, agents, contractors or representatives and any loss or damage to any person in relation to the Event.
13. **Termination:** AGF may terminate these Terms, including the licence contained in these Terms by notice in writing to you. Upon receipt of such a notice you must, unless otherwise authorised by AGF deliver up or destroy all material in your possession containing the Marks and not make any use of the Marks.

14. **Privacy:** All information provided by AGF to you, or collected by you must be handled confidentially and in accordance with the Privacy Principles under the Privacy Act 1988 (Cth).
15. **Severance:** If any part of these Terms is invalid, unenforceable, illegal, void or voidable for any reason, these Terms will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted or read down to the extent necessary to overcome the difficulty.
16. **Variation:** No variation to these Terms will be effective unless agreed in writing by AGF.
17. **Governing law:** These Terms are to be construed in accordance with the laws of Victoria, Australia and the parties submit themselves to the jurisdiction of the courts of that State.

Event or Fundraising Activity Details (Includes use of Logos)

Please complete and return a signed copy to our Marketing and Communications Coordinator via email info@amygillett.org.au or post to Suite G.02, 616 St. Kilda Road, Melbourne VIC 3004

CONTACT DETAILS

Name of Event Coordinator:

Name of Community/Company/Group (if applicable):

Position held by Event Coordinator (if applicable):

Mailing Address:

Contact Phone: _____ Mobile: _____

Email: _____

EVENT DETAILS

Name of Fundraiser Event/Activity:

Date & time of Event:

Venue & Address:

Description of the supporting fundraising and safety awareness initiatives proposed:

How will funds be raised? (*e.g. proceeds from a raffle, auction of items, online donations etc*)

TARGET MARKET

Describe your target market, e.g. number of participants, cycling club, families, etc:

EVENT HISTORY

Please provide any relevant background material (*e.g. annual event, previous attendance etc*)

Why did you choose AGF as the beneficiary of your fundraising activity?

How did you hear about AGF?

PAYMENT OF FEES

Please identify your preferred payment option;

\$500 upfront payment

Donation receipt number: _____

Within two weeks of event

Specify date: _____

DECLARATION

I, _____, (*Organisation*) wish to hold my Fundraising Event _____ (*event name*) for the benefit of AGF.

I have received, read and understand AGF's Terms and agree to conduct the event in accordance with the Terms. I agree that AGF can rely on the information provided in this form as an accurate and complete description of my proposed fundraising event until such time as I inform AGF that my event deviates from the details in this form. I understand that I cannot fundraise on behalf of AGF until authorisation is received.

Signed: _____

Date: _____

For and on behalf of the Amy Gillett Foundation:

Signed: _____

Date: _____

Disclaimer: The AGF reserves the right to withdraw its approval for the Event at any time if it appears that there is a likelihood of the Event Coordinator failing to adhere to any of the terms and conditions.