

UTS Community Fundraising Terms and Conditions

Overview and Acceptance of the Terms

1. The UTS Community Fundraising HUB is operated by the University of Technology Sydney (ABN 77 257 686 961) ("UTS"), using the GoFundraise online fundraising platform. UTS is an Australian public research university located at 15 Broadway Ultimo New South Wales 2007 Australia. UTS is registered as a charity in Australia with the Charities and Not for Profit Commission, as well as being a deductible gift recipient for Australian income tax purposes.
2. Your use of the Site, whether as a guest or a registered user, is subject to these terms and conditions (the "Terms"), which are effective and binding between You and us.
3. Please take the time to read these Terms carefully before You use the Site, and consider saving or printing a copy of them for future reference.
4. By accessing or using any part of the Site, You agree to be bound by these Terms. If You do not wish to be bound by these Terms, You must not continue to use or access this Site.
5. By accepting these Terms, You are also agreeing that You have read, understood and are bound by the [UTS Community Fundraising HUB guidelines](#) or the [UTS Community Fundraising HUB Internal guidelines](#) for UTS Project Teams, whichever applies to Your activity.
6. By accepting these Terms, You are also agreeing that You have read, understood, accept and will comply with the [UTS Donor & Fundraising Privacy Statement](#) and the [UTS Code of Conduct](#) or the [Student Rights and Responsibilities Policy](#) if you are a UTS student.
7. By accepting these Terms, You are also agreeing that You have read, understood and accept the [Terms and Conditions](#) and the [privacy policy](#) of GoFundraise, who owns and operates the fundraising platform used by the Site.

Definitions

Approved Designation Fund – A UTS Centre or UTS Project created and approved as a UTS Cause by UTS and which will receive the funds raised through the UTS Community Fundraising Hub from UTS;

Community Fundraising – A type of fundraising that empowers individuals to leverage their various personal networks including family and friends, work colleagues, sporting, cultural and social groups and others to participate in or support the chosen Fundraising Activity;

Content - Any content, including (but not limited to) videos, audio clips, text, software, pictures, images, graphics and other features, data or information which We or GoFundraise have made available on the Site or which you have uploaded to the Site;

Donor(s) - Any organisation or individual contributing financially to a UTS Cause, either directly to the UTS Centre or Project, or through a Fundraising Activity or Fundraising Page;

Fundraiser(s) - An individual or group who creates and manages a Fundraising Page in connection with a UTS Cause, with UTS named as the beneficiary. UTS staff, students, clubs & societies, alumni, donors and the wider community can create a Fundraising Page and fundraise for UTS. They can select any UTS Cause on the UTS Community Fundraising HUB, set up their own Fundraising Page and share this to their social / personal networks;

Fundraising Account – The unique account provided to Fundraisers when they create a Fundraising Page;

Fundraising Activity – a Community Fundraising activity used by a Fundraiser to raise money through the UTS Community Fundraising HUB, such as a ‘challenge’, ‘make a difference’ or ‘In memory of a loved one’ or other activity;

Fundraising Page – A webpage relating to a UTS Cause that is part of the UTS Community Fundraising HUB. The webpage is created and managed by a Fundraiser;

Fundraising Target – A fundraising goal proposed either:

- by a Project Leader and/or Project Team with respect to a Project and approved by UTS Advancement; or
- by a Fundraiser, with respect to a particular Fundraising Activity;

as the context provides.

GoFundraise - GoFundraise Pty Limited (ABN 43 177 454 127) of Suite 508, 19A Boundary Street, Rushcutters Bay NSW 2011;

Law means any rule, regulation, directive, ruling, statute, proclamation, ordinance, by-law or other rule of law, present or future and whether local, state or federal;

Loss means loss, costs (including legal costs), expenses, penalties, damages, liability, claims, demands or proceedings;

Platform – The online fundraising platform provided by GoFundraise;

Project(s) – An individual or collaborative effort relating to an internal UTS initiative and approved by UTS Advancement. Such initiatives include but are not limited to UTS Centres, and projects relating to research, social justice, scholarships, sustainability and Indigenous education. Projects are registered, created and managed by Project Leaders and/or Project Teams with the aim of raising money for the Project’s objectives;

Project Application Form – A [form](#) required to be submitted to UTS Advancement to approve the Project for inclusion on the [UTS Community Fundraising HUB](#);

Project Leader – the designated leader and primary contact for a Project, whether as an individual or part of a Project Team. Project Leaders are members of the UTS community (student/staff/alumni or associated group);

Project Page – A Project’s designated webpage on the UTS Community Fundraising HUB;

Project Team(s) – A group of people, managed by the Project Leader, who are involved in the creation and management of an approved Project. Each Project Team member and their required details must be listed on the Project Application [Form](#). Project teams are members of the UTS community (student/staff/alumni or associated group);

Project Updates – Content created by the Project Team and/or Project Leader to be posted on Project Page relating to the progress of the Fundraising Activity;

Site – the UTS Community Fundraising HUB hosted on the Platform by GoFundraise;

Terms - these terms and conditions;

User(s) – Anyone who accesses, edits, engages with or donates via the UTS Community Fundraising HUB, including but not limited to UTS students, staff, general members of the public, Fundraisers, Project Teams and/or Leaders;

Us or We - means UTS;

UTS Advancement – a UTS department which manages the approval of UTS Centres and Projects for Community Fundraising purposes and is responsible for the ongoing management of the UTS Community Fundraising Hub;

UTS Cause – A UTS Centre or Project authorised by UTS and which appears on the Site;

UTS Centre – A UTS affiliated or owned facility conducting specialist research and/or policy in a specialist area, such as The Kidman Centre, Anti-Slavery Australia, the Centre for Neuroscience and Regenerative Medicine, Centre for Social Justice, Institute of Sustainable Futures and the Centre for Compassionate Conservation;

UTS Community Fundraising HUB – An online platform provided by GoFundraise which UTS uses to promote UTS Causes and to facilitate Community Fundraising Activities; and

You/Your - means, unless the context indicates otherwise, any user of the Site.

Use of the Site

8. The Site is available for use only by individuals who are at least 18 years old. You represent and warrant that You are of legal age to form a binding contract, and that all registration information you submit is truthful and correct.
9. We reserve the right to:
 - a. refuse access to the Site to anyone at any time, without notice and for any reason; and
 - b. change our eligibility criteria for use of the Site at any time, without notice and for any reason.
10. You may not use the Site and may not accept the Terms if:
 - a. You are not 18 years of age or otherwise legally able to form a binding contract with us;
 - b. You are not allowed to use the Site under the Laws in the jurisdiction where you live or from which you access or use the Site.

Changes to the Site and Terms

11. We reserve the right to alter or replace the Terms, or to change, suspend or discontinue the Site at any time. We will endeavour to notify you of this by posting a notice on the Site or by sending you an email. You agree that we may limit or restrict your access to all or part of the Site without notice or liability. It is Your responsibility to check these Terms periodically for changes. You agree that if you continue to use the Site following our notification of any changes to the Terms or Site in accordance with this clause, you are taken to accept those changes.

Fundraiser responsibilities

12. Each Fundraising Activity is the sole responsibility of the Fundraiser, including ensuring all applicable legal and regulatory requirements are met. These may include but are not limited to:
 - a. **Insurance** - it is the responsibility of the Fundraiser to arrange insurance appropriate to the event/activity, such as public liability and personal accident insurance cover.
 - b. **Safety** - Responsibility for the safety of the activity lies with the organiser of the Fundraising Activity. This includes ensuring first aid services are available, if relevant.
 - c. **Licences and permits** - Obtaining all necessary licences, permits and approvals (e.g. local council approvals).
 - d. **Legal compliance** - Compliance with all relevant Law, including without limitation the provisions of the [Charitable Fundraising Act 1991 \(NSW\)](#) and [Regulations](#). Refer also to the [Charitable Fundraising guidelines](#) issued by the NSW Department of Fair Trading.
13. Each State and Territory has different fundraising Laws and it is Your responsibility to ensure You meet any obligations outlined in these Laws, including organising any necessary permit, licence, or authorisation to fundraise, particularly for raffles and competitions.
14. You must not solicit public donations through general door-to-door, street or telephone collections, or in public places such as shopping centres or on public transport.
15. You must not use the Site to acquire donations for personal gain or benefit.
16. UTS cannot:
 - a. Undertake tasks to assist You in running a Fundraising Activity e.g. sourcing prizes, organising publicity, providing staff resources, goods or services.
 - b. Guarantee a UTS representative can attend Your Fundraising Activity.
 - c. Provide public liability insurance cover for a Fundraising Activity, unless UTS expressly agrees otherwise in writing with You, with respect to your particular Fundraising Activity.
 - d. Provide tax advice - please contact the Australian Taxation Office or your financial adviser if you require such advice.
 - e. Promote the Fundraising Activity or Project on Your behalf.
 - f. Allow You to produce any merchandise bearing the name or logo of UTS. For example, naming Your Fundraising Activity 'UTS Sausage Sizzle' is not permitted. Use of the 'UTS'/'University of Technology Sydney' name or logo is not permitted without our prior written consent. The exception to this is the standard templates provided on the Site when setting up a Fundraising Page which are automatically branded with the specific UTS Cause.
17. To the extent permitted by Law, UTS will not be liable for any Loss incurred or sustained by any person in connection with any Fundraising Activity.

User Registration

18. To create a Fundraising Page, a Fundraiser must provide the details specified on the Site's registration page. The Fundraising Page will then be set up automatically. Fundraisers will receive email confirmation of their Fundraising Account and password for logging onto and accessing the Fundraising Page.

Passwords

19. Neither UTS nor GoFundraise accept any liability for acts carried out by any person using Your personal login information. You indemnify both of us from any Loss sustained, paid or payable by UTS or GoFundraise in connection with your failure to ensure the confidentiality of Your personal login information.

Registration of Projects

20. No Project will be appear on the Site unless it has first been submitted to UTS Advancement by the relevant Project Team or Leader, using the online Project Application [Form](#), and has been approved and registered by UTS Advancement.
21. Projects must be submitted by a Project Leader. To qualify as a Project leader you must be a member of the UTS community (student/staff/alumni or associated group).
22. UTS Advancement will assess each Project proposal to determine whether the funds raised will be for a charitable purpose and whether the Project will produce a reasonable return after expenses. UTS Advancement may approve or reject a proposed Project in its absolute discretion. The matters it may take into account when considering approval include, but are not limited to those outlined in the [UTS Community Fundraising HUB INTERNAL guidelines](#).
23. UTS cannot guarantee the Project Team will reach the Fundraising Target.
24. Projects must be registered in accordance with the [UTS Community Fundraising HUB INTERNAL guidelines](#). Failure to comply with these guidelines can result in the project not being approved or being terminated without notice.
25. The Project Teams and/or Project Leader are responsible for providing the original Content for the Project Page, and or ensuring this has prior approval from the relevant manager (Dean/Executive Dean/Head of Department /Executive Director).
26. Unless otherwise agreed with UTS Advancement, Project Teams must provide two Project Updates during the agreed Project campaign period to Donors and Fundraisers and one final Project Update once the campaign has completed.
27. The Content and Fundraising Target cannot be changed once the Project has commenced, however Project Updates can be added at any time via UTS Advancement email fundraise@uts.edu.au.
28. If You submit a Project with us, You represent, warrant and undertake and acknowledge to UTS and all Users of the Site that:
 - a. You are 18 years of age or older;
 - b. You are the person with ultimate responsibility for the Project (or are otherwise acting with the express authority of that person);

- c. You will obtain, maintain and renew (as applicable) any necessary approval, authority, consent or licence in relation to your use of the Site to achieve funding for the Project and comply with all applicable Law;
- d. All donations and funds will only be released to the Approved Designation Fund through UTS. All funds raised must only be used for the Project's defined purpose. Project Team members are prohibited from keeping any funds raised as profit or compensation. All Projects must be non-profit in nature;
- e. You will apply all donations received in accordance with the Project's stated aims;
- f. You will not offer securities/financial instruments in return for donations; and
- g. You will not misuse any donations including not using any monies pledged for purposes which are not stated aims of the Project.

Fundraising Page

- 29. Fundraisers who create a Fundraising Page through the UTS Community Fundraising HUB may only use that Fundraising Page to fundraise for a UTS Cause. All external funds raised by a User with a Fundraising Page must be donated via the Site except for funds collected off-line, in which case the UTS Gift Processing Form is required to be completed (provided by UTS Advancement on request through fundraise@uts.edu.au).
- 30. Where a Fundraiser creates a Fundraising Page in favour of a UTS Cause, the UTS Cause must be first registered on the Site.
- 31. The creation by a Fundraiser of a Fundraising Page, in no way implies that UTS approves or endorses Your Fundraising Activity.
- 32. Where a Fundraiser builds a Fundraising Page on the UTS Community Fundraising HUB, the Fundraiser must ensure that the Content which the Fundraiser uploads to the Fundraising Page is not:
 - a. detrimental to the brand or reputation of UTS or any UTS affiliates or partners;
 - b. misleading or deceptive as to the nature or benefits of the Fundraising Activity, Project or UTS Cause; or
 - c. misleading as to that Fundraiser's identity or affiliation with any person or group.
- 33. Except in relation to Content which a Fundraiser uploads to their Fundraising Page, a Fundraiser may not remove, alter, add to or change anything on the Site.
- 34. UTS may (but has no obligation to) pre-screen, review, flag, filter, modify, refuse or remove any Fundraise Pages or Content from any part of the Site. UTS does not actively and/or continuously moderate the Fundraising Pages built on the UTS Community Fundraising HUB but it reserves the right to remove or edit any Content posted on the Fundraising Page at its sole discretion and without notice, regardless of whether it is, in the opinion of UTS or any third party, in breach of these Terms. If a User notices any Content posted on the Site which the User considers to be in breach of these Terms or is otherwise offensive, dangerous, inappropriate or unlawful, the User should contact UTS.

Donations, Payment and Fees

35. Projects and Fundraising Pages must not offer dollar value gifts in return for donations.
36. Any donation made through the Site 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 proven to UTS's reasonable satisfaction, then the donation will be refunded unless it has already been credited to the relevant UTS Cause. UTS is responsible for managing refunds.
37. Offline donations (e.g. Cash or Cheque) must be received through the UTS Gift Processing Form provided by UTS Advancement (provided by UTS Advancement on request through fundraise@uts.edu.au).
38. Enquiries regarding donations, including but not limited to regular giving, cancellations of a donation, tax receipts must contact UTS Advancement for support on +61 (02) 9514 9861 or email fundraise@uts.edu.au.
39. Fees charged by GoFundraise under their standard fee arrangement set out in their [Terms and Conditions](#) are absorbed by UTS and are not charged to Donors.
40. Where a Fundraising Target relating to a Project, Fundraising Page or Fundraising Activity is promoted or publicised on the Site or another location, UTS is not responsible for that Target being met.
41. All donations, whether the Fundraising Target was achieved or otherwise, will be received by UTS and directed into the Approved Designation Fund. If for any reason the relevant UTS Cause is suspended or discontinued, UTS will apply any relevant donations towards a UTS cause or purpose it considers to be most similar.

Intellectual Property Rights

42. For the purposes of these Terms, "Intellectual Property Rights" means all intellectual property rights, including but not limited to:
 - a. patents, copyright, rights in circuit layouts, registered and unregistered designs, registered and unregistered trademarks, knowhow and the right to have confidential information kept confidential; and
 - b. any application or right to apply for registration of any of the rights referred to in paragraph a. of this clause.
43. Either UTS or GoFundraise owns or has the right to use all Intellectual Property Rights comprised in the UTS Community Fundraising HUB and any Content they provide on the Site. A User must not:
 - a. assert any ownership or rights in respect of the Intellectual Property Rights in the Site, Platform or in any Content provided by UTS or GoFundraise; or
 - b. reverse assemble, reverse engineer, modify, alter, adapt, disassemble, decompile or amend any such Content or any part of the Site, whether directly or indirectly, or authorise any other person to do so.

User Content Licence

44. The User grants UTS a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which the User submits, posts or displays on, or through, the Site for purposes connected with the administration of the Site and for fundraising and promotional purposes.
45. Each Fundraiser, Project Team and Project Leader warrants that all Content uploaded by them to a Fundraising Page, Project Page or otherwise is owned by them or they have the necessary rights and/or permissions to:
 - a. use the Content for the purposes of the Fundraising Page and/or Project Page; and
 - b. grant the licence comprised in this clause.
46. The User indemnifies UTS from and against all Loss sustained, paid or payable by Us in connection with a claim by any person that any Content provided by the User infringes the Intellectual Property Rights of that person.

Content

47. You understand that by using the Site you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Site at your own risk.
48. UTS will not be responsible, or liable to You or to any third party, for the content or accuracy of any Content posted by You or any other User of the Site.
49. No Content is intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of Content on the Site.
50. The views expressed on the Site do not necessarily represent UTS's views or values.

Termination of Use

51. UTS reserves the right to reject a Project Application Form, remove a Fundraising Page or terminate use of the Site by a User without cause or any obligation to discuss the matter with that User. Without limiting the rights reserved in this clause, We may terminate the use of the Site by a User if:
 - a. a serious complaint is received or a number of complaints (amounting to what we determine as a serious complaint) are received about the User and the User's conduct in using the UTS Community Fundraising HUB;
 - b. You breach these Terms; or
 - c. We deem Your behaviour to be unacceptable (as solely determined by Us).

No Warranties

52. UTS, in conjunction with GoFundraise, will make reasonable commercial efforts to ensure the Site remains operational. Despite this clause, the User acknowledges and agrees that UTS cannot and does not guarantee continuous operation of the Site or the integrity of the data stored or

transmitted in or through the Site or the public Internet. To the extent permitted by Law, UTS excludes all express or implied representations, warranties or guarantees or liability arising from or in connection with the operation or availability of or your use of the Site.

Limitation of liability and indemnity by User

53. UTS will not be liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever or any Loss arising from or relating to lost or corrupted data, loss of business or profits, injury, illness, or security failure resulting in any way from:

- a. the use of the Site by a User;
- b. the representations or activities of a User on or through the Site; or
- c. the Fundraising Activities of a User.

54. The User indemnifies and holds UTS and its affiliates, officers, employees and agents harmless from any and against all Loss arising from any claim or proceedings brought by any third party arising from or in connection with:

- a. the use or misuse of the Site by the User;
- b. Content uploaded by the User;
- c. any breach by the User of these Terms; or
- d. any liability arising out of the use of the User's Fundraising Account.

Notice

55. A User notifying or giving notice to UTS under these Terms must do so by notice:

- a. in writing;
- b. addressed to UTS at the address set out at the beginning of these Terms; and
- c. left at or sent by prepaid post, facsimile or email to that address.

56. A notice given in accordance with above, will be deemed received:

- a. on the date of delivery, if left at the recipient's address;
- b. Five days after the date of posting if sent by prepaid post; and
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight business hours after that transmission, the recipient informs the sender that it has not received the entire notice; and
- d. if sent by email, on the day the email is sent (as long as the sender has not received a delivery failure message in relation to that email).

Electronic Notification Policy

- 57. By using the Site, You consent to receiving from UTS electronic communications (including notices, agreements, legally required disclosures or other information) in connection with the Site and any relevant Projects.
- 58. In addition, we reserve the right to contact Project Teams and Project Team Leaders by telephone should a problem arise with their Project.

Linking on the Site

- 59. You may link to any page of the Site on an exterior website, provided You do so in a way that is fair and legal and does not damage the reputation or UTS or any UTS affiliates or partners.
- 60. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Site in any website that is not owned by You. The Site must not be framed on any other site.
- 61. We reserve the right to withdraw linking permission without notice. The website to which You are linking must comply in all respects with the content requirements set out in these Terms.

Privacy and Data

- 62. We will comply with our [Donor & Fundraising Privacy Statement](#) in relation to the collection, use and disclosure of any Personal Information that you provide to us.
- 63. Fundraisers must not collect, store, disclose, sell, modify, manipulate or otherwise use any Donor data, including but not limited to the Donor's name, contact information, address or payment information ("Donor Data") except in the limited case of offline donations. In this case, Fundraisers may collect such Donor Data as is required in the UTS Gift Processing Form (see clause 29 above) and must destroy any Donor Data collected immediately after providing the completed form to UTS for donation processing purposes.
- 64. UTS Project Teams and Project Leaders may in some instances be able to use Donor Data for the purpose of providing Donors with Project Updates and thanking them for their support of their chosen UTS Cause. However UTS Project Teams and Project Leaders must not collect, store, disclose, sell, modify, manipulate or otherwise use Donor data for any other purpose.

Governing Law

- 65. The laws of New South Wales and the Commonwealth of Australia (as applicable) govern these Terms.