

Gather Round Your Local Terms and Conditions

General Terms

1. Website Use

This section sets out the terms that apply to your use of the Gather Round Your Local website (available at fundraise.wchfoundation.org.au/event/kick-it-for-kids-2026-venue and resources that are supplied by the Women's & Children's Hospital Foundation Incorporated (WCH Foundation or we) as part of the Gather Round Your Local fundraising event (together, the Services).

By accessing or using the Website or the Services, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions, as updated from time to time.

2. Content

2.1 Content created by WCH Foundation

WCH Foundation owns or licenses from third parties all of the trademarks, copyright and other intellectual property that exists in the Services. WCH Foundation grants to you a non-exclusive, royalty-free licence to use advertising and other materials, artwork, logos or images provided to you, to promote the Gather Round Your Local event and the WCH Foundation.

Excepting this permitted use, you must not use, copy, reproduce, distribute, modify or sub-license in any form any of the content, graphics, logos or other materials from the Website or Services unless you have the WCH Foundation's specific written permission.

Resources WCH Foundation provides you – The information available through the Website and Services is subject to updates from time to time (because some of that information is based on material provided by third parties) and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Website or Services is or will be current, complete or accurate at all times.

2.2 Content posted by you

Any content that you post to the Website (e.g. photos, videos and comments) is your responsibility, and you warrant to WCH Foundation that you have the necessary rights and permissions to post that content.

By posting any content, you grant WCH Foundation a non-exclusive, transferable, royalty-free worldwide licence to use and reproduce that content, including to create derivative works.

2.3 Third party copyright infringement

WCH Foundation follows the provisions of the Copyright Act 1968 (Cth) and other relevant legislation. If you believe that someone else is using your copyright material or trademark without your permission, please contact community@wchfoundation.org.au.

3. Use of Website and Services

3.1 You agree to the following:

- You must not collect user content using automated means
- You must not interfere with the Website, amend content, upload viruses or malicious code
- You must not bully, intimidate, discriminate or harass anyone
- You must not post content that is unlawful, discriminatory, hateful, pornographic, threatening or violent

3.2 The Website or Services may contain links to third party websites. These are provided for convenience only, and WCH Foundation is not responsible for their content or accuracy.

4. Fundraising Rules

4.1 Your Fundraising Page

When you register for Gather Round Your Local, you will be provided by the WCH Foundation with a dedicated online fundraising page. You can distribute a link to your fundraising page to your network. If you are unsure how to share this link, please contact lily.ness@wchfoundation.org.au.

4.2 Donations

All donations collected as part of Gather Round Your Local must be made through:

- The Funraisin' online donation portal; or
- A collection tin provided by WCH Foundation, with funds transferred by you to the Funraisin' platform or collected by a representative from the WCH Foundation on Tuesday 14th April 2026.
- Participating pubs may elect to fundraise by donating a portion of sales of food or drink items. If this fundraising method is used:
 - The pub must notify WCH Foundation via email (community@wchfoundation.org.au) of their pledged amount by 5pm Tuesday 14th April 2026
 - WCH Foundation will issue an invoice within one business day of receiving the pledged amount
 - Payment of the invoice must be made within 7 days of the invoice date;

You must comply with any End User Licence Agreement or other terms and conditions provided by Funraisin'.

4.3 Donation Tally

All donation collected as part of Gather Round Your Local must be tallied on your fundraising page (fundraise.wchfoundation.org.au/event/kick-it-for-kids-2026-venue). For collection tin and invoice payment methods the WCH Foundation will update your tally manually by 12:00PM (Midday) (ACST) on Friday 17 April 2026.

Venues must note that the for collection of donation tin, and pledges the deadline is 5pm Tuesday 14th April 2026 is met. Information received after this date will not be included in your tally.

4.4 Donations and Receipts

Donors who make a donation of \$2 or more via the Funraisin platform will automatically receive a tax-deductible receipt by email at the time of donation. If a donor does not receive a receipt, please direct them to Funraisin or community@wchfoundation.org.au.

4.5 Refunds

If a donor makes a donation in error, WCH Foundation will use all reasonable endeavours to attempt to refund this donation, as long as proof can be provided and a request is made to community@wchfoundation.org.au. Refund requests must be made within 7 calendar days of the date on which the donation was made. Refund requests based on a change of mind and after 7 calendar days will not be accepted. WCH Foundation will use all reasonable endeavours to process your refund request, however, makes no warranty that it will be able to process a request.

4.6 Transfer of Funds

All funds raised are to be forwarded to WCH Foundation in accordance with these Terms and Conditions. Failure to comply may result in disqualification from the competition and removal of promotional recognition.

4.7 Use of funds

You acknowledge that the WCH Foundation has full discretion on how funds that you collect on behalf of WCH Foundation as part of Gather Round Your Local are used.

5. Legal Compliance & Authority to Fundraise

5.1 WCH Foundation is the holder of a licence under the *Collections for Charitable Purposes Act 1939 (SA) (CCP Act)* (CCP number: 2656). WCH Foundation hereby authorises you to act as a collector for the purposes of sections 6 and 8 of the CCP Act.

You acknowledge that you will comply with your obligations under the CCP Act and any applicable Code when conducting fundraising activities, including obtaining any necessary permits, permissions and insurance.

You must tell each person from whom money is collected, or attempted to be collected:

- your name; and
- that you are not acting as a paid collector

If asked, you must also provide the following information about WCH Foundation:

- CCP Licence: Held by Women's & Children's Hospital Foundation Incorporated

Contact: Ms Verity Gobbett

Address: 55 King William Road, North Adelaide SA 5006

Telephone: 08 8464 7900

Email: finance@wchfoundation.org.au

Further Information: www.cbs.sa.gov.au and www.acnc.gov.au

5.2 The WCH Foundation reserves the right to disqualify any Venue that:

- engages in fraudulent activity
 - manipulates fundraising totals
 - breaches these Terms & Conditions
 - behaves in a manner inconsistent with the values of the WCH Foundation
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6. Liability & Risk

6.1 To the extent permitted by law: a) we exclude from these Terms and conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void); and b) we disclaim all liability (including any indirect, special, incidental, consequential, punitive or exemplary damage or Loss) suffered or incurred by you or any third party, whether directly or indirectly, by reason of any use of the Website or the Services.

6.2 The WCH Foundation accepts no responsibility for technical malfunctions, system failures, or delays affecting the Fundrasin' platform.

7. Platform Access, Suspension and Changes

WCH Foundation may:

- Without prejudice to any other remedies we may have, WCH Foundation may suspend or terminate your access to the Services and participation in Gather Round Your Local immediately by giving notice if you are in breach of the Terms and Conditions, or it is necessary due to any standard operating procedures or security issues. Any failure by WCH Foundation to enforce our rights under these Terms and Conditions is not a waiver and we remain entitled to enforce our rights.
- Amend, remove or disable access to any part of the Website

We may amend these Terms and Conditions from time to time by posting an updated version on the Website. Continued use of the Website constitutes acceptance of the updated Terms.

8. Privacy

8.1 By signing up to and participating in Gather Round Your Local, you acknowledge the collection, use and disclosure of your personal information in accordance with the WCH Foundation Privacy Policy.

8.2 You consent to WCH Foundation using your personal information for the purpose of promoting and co-ordinating future fundraising events.

Please refer to the WCH Foundation Privacy Policy at: <https://wchfoundation.org.au/privacy>.

9. Governing Law

Gather Round Your Local is an event operated by WCH Foundation. These Terms and Conditions form an agreement between you and WCH Foundation, and are governed by the laws of South Australia, Australia. You submit to the exclusive jurisdiction of the courts of South Australia, Australia.

Competition Schedule – Gather Round Your Local

1. Eligibility

Participation is open to pubs and cafes located in South Australia (“Venues”).

Venues must:

- Register with WCH Foundation and nominate a staff member to present their Venue.

You must be 18 years of age or over to fundraise and participate in Gather Round Your Local.

2. Dates

The competition begins at **12:01AM on 30th March 2026** and ends at **12:00PM (midday) (ACST) on Friday 17 April 2026** (“Competition Period”).

3. Participation

3.1 Venues may fundraise in any lawful and responsible manner, including but not limited to:

- Donation promotions linked to menu items
- Themed nights or events
- Raffles, auctions, trivia, or activations
- Counter collection tins (with all funds transferred to the Venue’s Funrasin’ page)

3.2 How the Winner is Determined

The Venue with the highest total donations recorded on their Funrasin’ fundraising page at 12:00PM (Midday) (ACST) on Friday 17 April 2026 will be declared the winner. The winner will be formally confirmed on or after Monday 20 April 2026. The staff member nominated by the winning Venue (“Nominated Participant”) will receive the competition prize.

In the event of a tie, the prize will be awarded to the Venue whose last donation was received earliest.

3.3 The WCH Foundation’s determination of the winner is **final and binding**.

4. Prize

The winning Venue and its nominated staff member will receive:

- 2 x tickets to the 2026 AFL Grand Final

- Return flights for two from Adelaide to Melbourne
- 2 nights accommodation at an AFL assigned hotel

The prize is not transferable, exchangeable, or redeemable for cash and may be subject to change.

The prize will not be awarded until the Venue has made final payment on any invoice from pledged donations.

5. Key Rules

- Venues must conduct fundraising activities in accordance with all local laws, including liquor licensing and responsible alcohol service (if applicable).
- Venues must comply with these Terms and Conditions. Disqualification may occur.

6. Winner Notification & Announcement

6.1 The winning Venue will be contacted by phone and email within **5 business days** of the competition closing.

6.2 The WCH Foundation may publicly announce the winner on its website, social media channels, and through media outlets. By participating, Venues consent to this.

7. Acceptance

By participating, Venues agree to these Terms and Conditions.