

Melanoma Institute Australia Fundraising Guidelines

Thank you for generously supporting Melanoma Institute Australia as fundraiser.

Under the *Charitable Fundraising Act 1991*, Melanoma Institute Australia (MIA) is legally required to authorise all community fundraising events/ activities wishing to raise money to support MIA. Once your event/activity has been approved by MIA, we will issue you with a *Letter of Authority to Fundraise* which confirms your legal authority to fundraise on our behalf. Please note, all individuals, organisations, and groups must register with us before organising and holding their event/activity.

The following guidelines will help you in planning your fundraising activities on behalf of MIA. Please read and acknowledge the guidelines and submit the *Authority to Fundraise Application*. If you have any questions, please feel free to contact the Donor Care Team via email at donations@melanoma.org.au

1. Fundraising for MIA

- MIA is here to support you to plan a successful fundraiser, however, due to limited resources MIA cannot take an active role in coordinating, planning, or holding your event.
- The event/activity, including all financial, operational, safety and compliance aspects, must be organised, managed and conducted solely by the entity listed on the *Letter of Authority to Fundraise* (the Fundraiser'). The Fundraiser will be solely responsible for the planning, promotion, supervision and conduct of the event/ activity and for ensuring that it is conducted safely and in compliance with all applicable laws. MIA is not the organiser of the event/activity and does not control, manage, supervise or oversee any aspect of the event/activity. To the maximum extent permitted by law MIA accepts no responsibility or liability for the conduct, operation or management of the event/activity organised by the Fundraiser.
- The Fundraiser is required to advise MIA as soon as possible, and before the commencement of the event, if there are any changes to the activity listed on the *Authority to Fundraise Application*, as a new approval may need to be issued.
- The Fundraiser must ensure that employees, agents, volunteers, partners, or contractors of the fundraising activity do not hold themselves out as having the authority to act as a representative of MIA.
- The Fundraiser is asked to clarify as much as possible the purpose of the event/activity to those who are donating to the event/activity.
- The Fundraiser acknowledges that any person participating in or attending the event/activity does so at their own risk. The Fundraiser is responsible for identifying and managing all risks associated with the event/activity, including risks to participants, volunteers, contractors and members of the public.

2. Financial aspects of the event

- As the Fundraiser, you are responsible for all financial aspects of the event/activity including record keeping, management of funds, issuing temporary receipts and depositing funds. Please make every effort to comply with the *Charitable Fundraising Act*. For more information visit [NSW Fair Trading](#) or your state's equivalent.
- The Fundraiser must take all reasonable steps to ensure the expenses do not exceed 30% of the **gross** proceeds obtained from the event/activity.
- If the Fundraiser accepts donations on behalf of MIA and the donors require a tax-deductible receipt (for donations over \$2), please collect the following details from your donors and provide them to us when you are depositing your funds at the conclusion of your event: name, address, email address, contact number, donation amount.

- All donations of \$2.00 or more are tax deductible **ONLY** when the donor receives nothing of value. Please note however, should anyone purchase a raffle ticket, an entry ticket to a fundraising event, or merchandise of any kind, this is **not** tax deductible. For more information about donations, please visit the [Australian Tax Office](#).
- Money raised from the event must be submitted to MIA **within 7 days** of the event taking place.

3. Use of MIA name and logo

- If the Fundraiser wishes to refer to MIA, the organisation **MUST** be referred to as 'Melanoma Institute Australia.' Suggested wording when referring to the relationship between the fundraising activity and Melanoma Institute Australia is:
 - "Proudly supporting Melanoma Institute Australia."
 - "Funds raised support Melanoma Institute Australia's mission to reach zero deaths from melanoma this decade."
 - "All net proceeds will go to Melanoma Institute Australia to support melanoma research to drive the next breakthrough in melanoma treatment."
- The 'Supporting Melanoma Institute Australia' logo is available upon request. Any placement of the logo must be approved by MIA and all promotional material featuring the MIA logo must be sent to the Donor Care team for approval prior to printing or digital use. Please allow 7 days for approval.
- Please note this authority does not permit you to sell or license the sale of merchandise bearing the 'Supporting MIA logo.'

4. Media and promotion of the event

- MIA is happy to discuss any promotional ideas you may have to help generate interest and support for your event/activity. However, fundraisers are responsible for generating their own publicity.
- MIA can provide a media release template, which includes information on MIA and melanoma. All media releases must be forwarded to the Donor Care team for approval prior to circulation. Please allow 7 days for approval.
- Please note that the Fundraiser is not authorised to speak on behalf of MIA, only about the fundraising event/activity itself.

5. Sun Safety

- As your event is associated with MIA, if you are outside, please ensure that you are advocating sun safety – shade, hats, sunglasses, and long sleeves.
- We would love to share photos of your event, however, for us to do so, they must be sun safe.

6. Permits/licensing requirements

- Some fundraising activities require permits e.g., raffles where the total prize pool is over a certain amount.
- Permits are also required by local councils and other organisations for outdoor events.
- MIA cannot issue or authorise permits. If you have any queries, please visit [NSW Office of Liquor & Gaming](#) (or the equivalent body in your state or territory).

7. Sponsorships and product donations

- Sponsorship and product donations are an effective way to promote your fundraising event/activity and boost your fundraising efforts. You may wish to approach local businesses for: a dollar donation, product, raffle prizes, or in-kind services.
- MIA secures partnerships on a national level to help fund our mission. Once these national partnerships are established, it is important that local partners do not conflict. For example, MIA's National Sunscreen Partner is La Roche-Posay, therefore community fundraisers must not engage with other sunscreen brands.
- We also ask that you do not accept money or product donations from companies that make, sell, or promote the following, which have been associated with an increased risk of developing cancer:
 - Cigarettes and/or smoking
 - Sunbeds and/or indoor tanning salons
 - Products which glamourise tanning, including self-tanning products
- Please do not partner with a Skin Check Clinic. Over the next two years MIA has been commissioned by the Government to lead the development of a Roadmap for a National Targeted Melanoma Screening Program. Until this is finalized, MIA cannot endorse any skin cancer screening activities.
- If you are unsure, please check with the Donor Care team prior to approaching a potential sponsor or donor.

8. Public Liability Insurance

- All aspects of financial responsibility, risk management and legal liability relating to the event/activity are the sole responsibility of the Fundraiser. MIA is not the organiser of the event / activity and does not assume any responsibility for the planning, management, conduct or safety of the event/activity.
- The Fundraiser must take all reasonable steps to ensure the event/activity is conducted safely and in accordance with all applicable laws, regulations, permits and approvals.
- Where appropriate having regard to the nature of the event/activity, the Fundraiser should obtain and maintain adequate public liability insurance and any other insurance reasonably required for the conduct of the event/activity.
- To the maximum extent permitted by law, MIA excludes all liability for any loss, damage, injury, illness, death, cost, expense or claim arising out of or in connection with the event/activity.

9. Indemnity

- The Fundraiser indemnifies and holds harmless Melanoma Institute Australia and its directors, officers, employees, volunteers and agents against any claim, demand, action, loss, damage, liability, cost or expense (including legal costs on a full indemnity basis) arising from or in connection with:
 - (a) the organisation, promotion or conduct of the event/activity;
 - (b) any act or omission of the Fundraiser or any person engaged by the Fundraiser;
 - (c) any injury, illness, death, property damage or loss occurring in connection with the event/activity; or
 - (d) any breach of these Guidelines by the Fundraiser, except to the extent caused by the negligence or wilful misconduct of MIA.