



Terms & Conditions

The Australian Sports Foundation Ltd (ASF) (ABN 27 008 613 858) was established by the Australian Government to raise funds through public and corporate donations for the development of sport in Australia. The ASF's specific listing in the *Income Tax Assessment Act (1997)* (Subdivision 30-B, s30-90) means donations to us of \$2 or more are tax deductible.

These Terms and Conditions govern the use of our website, including registering project or personal fundraising pages and making donations. They should be read in conjunction with our [Disclaimer](#) and [Privacy Policy](#). Use of the website signifies acceptance of the Terms and Policies, and an awareness of that Policy and Information, specified in these documents.

Donations

Donations to the ASF:

- must be voluntary
- must be unconditional
- must not be the result of a contractual obligation or pre-existing agreement including an invoice
- are non-refundable
- are not subject to GST

Donors may nominate an ASF registered organisation or project as the preferred beneficiary (Beneficiary) of their gift. While donors cannot insist the ASF direct their donation to a specific organisation or project, discretionary grants are made by the ASF Board to registered projects taking into account donor wishes.

Grants issued by the ASF to a Beneficiary are for the benefit of the organisation or club as a whole or, if the Beneficiary is a specific team within the club or organisation, must be allocated to benefit all team members equally.

Donors or their associates* must not receive any material benefit, advantage, right or privilege (apart from tax deductibility), nor act on an expectation that a material benefit, advantage, right or privilege will be returned to him or her or any of their associates in return for their donation (apart from tax deductibility). Please also refer to our [information for relatives and associates](#).

For donations of \$2 or more, an official ASF receipt will be forwarded to donors by email (or by mail where no email address is provided) for taxation purposes.



All claims for a tax deduction are subject to being accepted by the Australian Taxation Office, who can be contacted for professional advice if either an individual or business is uncertain of their taxation position.,

ASF Retention

Because the ASF is fully self-funded, we need to retain a small amount of all donations to support our work – including providing tax deductible fundraising capabilities for the benefit of the Australian sporting community, and providing support to sporting and community groups in connection with their fundraising efforts. Our role also includes promoting sport as a philanthropic cause and educating Australians about the importance of sport in the community and the need for grassroots financial contributions.

The amounts retained by ASF are as follows:

- 5% for all online donations
- 6% for all manual donations

Use of Credit Cards

Credit card donations can be made with VISA, MasterCard or AMEX. These cards attract transaction fees as follows:

- 1% for VISA or MasterCard
- 2% for AMEX

In accordance with Clause 1 above, all donations are non-refundable. However, where unauthorised use of a credit or payment card is reported to your card issuer and the unauthorised nature of that use is accepted, then the donation will be refunded unless it has already been granted by ASF to the relevant Beneficiary.

Passwords

On registering your organisation, project or personal fundraising page with the ASF, you will be invited to create a password to protect your account. You are responsible for keeping this password safe and must not disclose your login information to any third party. If you believe or suspect that unauthorised use of your login information has taken place, please notify us immediately by contacting info@asf.org.au.

Indemnity for misuse of login information

ASF accepts no liability for acts carried out by any person using personal login information, and you indemnify ASF from any costs, expenses or damages paid or payable by the ASF in connection with any such misuse.

Personal and other fundraising pages

Individuals who wish to raise funds for a Beneficiary (Fundraisers) must register with the ASF and may establish a fundraising page or pages (Personal Page) on ASF's website.

The creation of a Personal Page does not imply the endorsement of the fundraising or other activity promoted on the page by ASF or the Beneficiary.

ASF reserves the right to edit or delete a Personal Page at its own discretion or at the request of a Beneficiary in the event that the fundraising activity promoted on a Personal Page is deemed to be inappropriate for any reason.

The Fundraiser is responsible for ensuring that all data, text, pictures, graphics, audio, video, images and other data or information uploaded to the Personal Page is not obscene, offensive, defamatory, racist, misleading or deceptive and does not breach any law or regulation or any intellectual property rights of any third party.

Fundraisers must not use a Personal Page to send junk email or spam or to conduct or display details of any survey, lottery, contest, pyramid scheme or chain letter.

Fundraisers must not provide a donor with any gift, prize or incentive in connection with the making of a donation.

ASF reserves the right to remove or edit any content posted on an Organisation, Project, or Personal Page at its sole discretion and without notice.

If a user of the ASF website notices any content posted in breach of these Terms or that the user considers offensive or unlawful, this should be notified to the ASF at info@asf.org.au

Intellectual Property Rights

For the purposes of these Terms, Intellectual Property Rights (IP) means all intellectual property rights, including but not limited to:

- patents, copyright, rights in circuit layouts, registered and unregistered designs, registered and unregistered trademarks, know-how and the right to have confidential information kept confidential; and
- any application or right to apply for registration of any of the rights just referred to.

ASF owns or has the right to use all IP reflected on the ASF website. Organisations or individuals using the website must not assert any ownership or rights in respect of the IP. Reproduction of material on this website is restricted to use to promote fundraising for sport, or for personal non-commercial use, and can be carried out provided the material is not altered in any way.



No warranties

ASF will make reasonable efforts to maintain the performance and availability of its website, including Organisation or Project fundraising pages and Personal Pages. However, ASF cannot and does not guarantee continuous operation of the website or the integrity of the data stored or transmitted in or through the Internet.

Security and Privacy

The ASF is committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place appropriate measures to safeguard and protect the information collected online via our website. These measures include electronic, physical and managerial processes.

Use of this website is subject to our Privacy Policy, details of which can be accessed [here](#).

*The definition of associate (in section 78A of the *Income Tax Assessment Act 1936*) is very broad but includes relatives, companies which you and/or your associates control, partners in a partnership and spouses of those partners, as well as beneficiaries with an interest in a trust. This list is not exhaustive and is a guide only. Please refer to section 78A for the complete definition of associate relating to donations.

Unallocated donations

Where a donation is made to the ASF and the donor provides insufficient information concerning their own identity and/or the identity of the preferred beneficiary, ASF will take reasonable steps to identify the donor and/or beneficiary. If the donor and/or beneficiary cannot be ascertained, ASF will hold the donation open for a period of 60 days to allow appropriate details to be provided.

At the end of this period, any such donations that remain unallocated will be allocated to ASF's Giving4Grassroots™ Program. Once a donation has been allocated to Giving4Grassroots™, it cannot be reallocated to another beneficiary, even if donor/beneficiary details are subsequently provided.