

## Adelaide Fringe Foundation Crowdfunding – Donor Terms & Conditions

These Terms & Conditions govern your use of this website ([Website](#)) and the Appeal Platform and donations made to the Adelaide Fringe Artist Fund. By using the Website or donating to the Adelaide Fringe Artist Fund you acknowledge that you have read, understood and are bound by these terms and conditions and our Privacy Policy [\[here\]](#) (**Agreement**). If you do not understand the Agreement, or do not accept any part of it, then you may not use the Website or donate to the Adelaide Fringe Artist Fund.

**“Adelaide Fringe Artist Fund”**, **“we”**, **“us”** or **“our”** means Adelaide Fringe Incorporated (ABN 71 66 859 461), a registered charity with the Australian Charities and Not-for-profits Commission and endorsed by the Australian Taxation Office as a tax concession charity and deductible gift recipient..

**“Appeal”** means an appeal by an Artist or Venue for fundraising for its Nominated Purpose using the Appeal Platform.

**“Appeal Platform”** means the website, platform or medium used to accept Donations.

**“Artist”** means an artist participating or proposing to participate in the Adelaide Fringe Festival.

**“Content”** means any content, material or image on the Website or Appeal Platform.

**“Donate”** or **“Donation”** means a donation of funds to the Adelaide Fringe Artist Fund via the Appeal Platform.

**“Donor”**, **“you”** or **“your”** means the person making a Donation.

**“Intellectual Property”** means any intellectual property rights whatsoever, whether registered or not, whether arising now or in the future, on any legal basis and in any jurisdiction, including rights in relation to copyright, patents, inventions, trademark, design, trade secrets, know how, goodwill, reputation and confidential information.

**“Nominated Purpose”** means the purpose specified in an Appeal by the Artist or Venue.

**“Venue”** means a venue participating or proposing to participate in the Adelaide Fringe Festival.

### 1. Overview

- a. Our Appeal Platform has been set up to provide a space for our arts community to appeal to raise the vital funds needed to develop arts initiatives and assist in the longevity of Artists and Venues.
- b. When you Donate to the Adelaide Fringe Artist Fund via the Appeal Platform in relation to an Appeal, you are donating to the Adelaide Fringe Artist Fund (and you acknowledge that you are not donating directly to the Artist or Venue specified in the Appeal) and are recommending that we make a corresponding payment to the relevant Artist or Venue in the amount of your Donation.
- c. We will make every effort to apply your Donation to the relevant Appeal, although you acknowledge that this is subject to our grant policies and that Adelaide Fringe Artist Fund, as required by law, retains exclusive legal control over all Donations and may redirect funds to a similar cause if it is unable or chooses not to follow your recommendation. For example, if the Appeal is cancelled by the Artist or Venue or us, or the Nominated Purpose in the Appeal is otherwise unable to be fulfilled by the Artist or Venue, we retain discretion to apply your Donation for other charitable purposes in accordance with our objectives and constitution

### 2. Account

- a. To use some of the functions on the Website or Appeal Platform, including to make a Donation, you will need to register an account.
- b. To register for an account, you need to be at least 18 years old (or the age of majority in your jurisdiction).

- c. You are responsible for all activity on your account, and for keeping your password confidential.
- d. To Donate you must provide us with an email address. You agree to receive notices from Adelaide Fringe Incorporated at this email address.

### **3. Appeals**

- a. The Appeal Platform will commence on 26 October 2020 and end on 22 November 2020.
- b. The content and information in an Appeal is created by the relevant Artist and not the Adelaide Fringe Artist Fund.
- c. It is your responsibility to select the correct Appeal.
- d. The Adelaide Fringe Artist Fund does not guarantee the accuracy of any content or information in an Appeal.
- e. The Appeal Platform may contain links to other websites, content or services. We do not guarantee that the links, or any content to which they link, will be function, accurate, secure or up-to-date and you use any website or content at your own risk and you agree to comply with the terms and conditions applicable to that website or service. We are not liable for any loss or damage suffered as a result of your non-compliance with a third party's terms and conditions.
- f. The Adelaide Fringe Artist Fund may at its discretion (including when requested by an Artist) remove, alter or suspend any Appeal from the Appeal Platform.

### **4. Donations**

- a. All Donations:
  - i. must be voluntary;
  - ii. must be unconditional;
  - iii. must not be the result of a contractual obligation or pre-existing agreement including an invoice;
  - iv. are not subject to GST;
  - v. are non refundable (except in certain limited circumstances as specified in this Agreement); and
  - vi. are tax deductible over \$2.
- b. For donations of \$2 or more, an official receipt will be sent to your email address for taxation purposes.
- c. All claims for a tax deduction are subject to being accepted by the Australian Taxation Office.
- d. You or your 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 you or any of your associates in return for your donation (apart from tax deductibility).
- e. If your tax receipt becomes void/invalid it is your sole responsibility to ensure that you do not use it to claim a tax deduction.
- f. Adelaide Fringe Artist Fund will not be liable for any unpaid tax, interest, fines, penalties or other claims against you in relation to the tax deductibility of your Donation. You also agree to indemnify us against any claim made against us in relation to the tax deductibility of your Donation
- g. Each Donation incurs a third party processing fee of 1.75% +30 cents for domestic transactions or 2.9% +30 cents for international transactions through the payment gateway. All fees associated with the Donation will be deducted from the Donation at such time as we apply or use the Donation.

- i. If you choose to opt out of paying this fee at the time of your Donation, then the Adelaide Fringe Artist Fund will deduct the full processing fee from your Donation at such time as it applies or uses your Donation.

## **5. Refunds**

- a. Refunds of Donations may be granted at our discretion. Refunds may only be granted in exceptional circumstances, for example if your Donation cannot be given to an Appeal, if we terminate or cancel an Appeal, or if your Donation was:
  - ii. made in error;
  - iii. made in a materially incorrect amount; or
  - iv. not authorised by you.
- b. Donors who request a refund may not be eligible for tax deductions on their refunded Donation.
- c. All refunds that are processed through our website will be returned to you less the full processing fee.

## **6. In event of a COVID shutdown**

In the event that Adelaide Fringe 2021 does not go ahead due to COVID-19, you acknowledge and agree that the Adelaide Fringe Artist Fund may, at our discretion, retain your Donation in relation to any Appeal for that festival to the extent permissible at law.

## **7. Content**

- a. Adelaide Fringe Artist Fund may at its discretion and without giving notice alter, remove or suspend any part of the Website, Appeal Platform or any Content. In no event will we be liable for any loss or damage arising as a result of any such change made to the Website, Appeal Platform or Content.
- b. While we aim to ensure all information on the Website is up-to-date, details may change from time to time.
- c. You are not allowed to and agree not to circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Website or Content (or attempt to do any of these things).

## **8. Intellectual Property Rights**

- d. The material on this Website, the Appeal Platform and all Content and Intellectual Property in the same is protected and property of Adelaide Fringe Artist Fund or the respective owner.
- e. You may use it for your personal and non-commercial purposes only. You must not otherwise use, copy, modify, transmit, store, publish, exploit, rent, lease, loan, sell, or distribute this material or Content or Intellectual Property, or create any derivative works, without written permission from us and, if applicable, the respective owner.
- f. You must not use any logos or other trademarks displayed on the Website, whether registered or not, or modify them in any way without written permission from us or the owner.

## **9. Indemnity**

- g. You agree to indemnify, defend and hold harmless Adelaide Fringe Artist Fund and its affiliates and each of its and their officers, directors, employees, agents and assigns ("Artist Fund Indemnitees") from and against any and all claims, liabilities,

damages, losses, costs, expenses or fees (including reasonable legal fees) arising from or relating to:

- a. your use of, or activities in connection with the Website or the Appeal Platform (including any Donation); or
  - b. your breach of this Agreement.
- h. Adelaide Fringe Artist Fund reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defence of such claim.
- i. Furthermore, you irrevocably waive and release the Artist Fund Indemnitees from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you may have with any other user of Adelaide Fringe Artist Fund.

## **10. Privacy**

- a. Adelaide Fringe may collect personal information that you provide to us using the Website or Appeal Platform. You can read our full Privacy Policy [here](#).

## **11. Cookies**

- a. The Website uses cookies. Cookies are small text files that are stored on your device. They are created when you visit a website, to help the website owner to manage how their site is used, including tracking users' movements between pages or visits, keeping information voluntarily given by the user and matching a user's historical preferences with content and advertising that may be of greater relevance to them, to make the user's experience more personal.
- b. Please refer to our full Privacy Policy linked above for more information about how we use cookies.

## **12. Disclaimers and Liability**

- a. Your access to and use of this Website and/or the Appeal Platform is at your own risk and we will not accept any liability in relation to it, other than liability that cannot be excluded under applicable laws.
- b. To the extent permitted by law, Adelaide Fringe Artist Fund will not be responsible or liable for any loss, damage or injury to the extent arising under or in connection with this Agreement or your use of this Website or Appeal Platform, including from:
  - a. your access to and use of the Website or Appeal Platform or any related content or information;
  - b. your making of any Donation;
  - c. your negligent acts or omissions; or
  - d. your breach of this Agreement.
- c. The Adelaide Fringe Artist Fund does not promise that the Website, the Appeal Platform or any Content, service or feature of the Website or the Appeal Platform will be uninterrupted or error-free, or that any defects will be corrected. The Website and any Content, service or feature are provided on an "as-is" basis and "available" basis without any warranty of any kind whether express or implied.
- d. The Adelaide Fringe Artist Fund reserves the right, without notice, to do any of the following at any time:
  - a. to modify, interrupt, suspend or terminate operation of or access to the Website or the Appeal Platform, or any portion of the Website or the Appeal Platform; and

- b. to modify or change the Website or the Appeal Platform, and any policies or terms.

### **13. Termination**

Adelaide Fringe Artist Fund has the right to terminate your access to the Website and/or Appeal Platform at any time, without notice, for any reasons, including without limitation, breach of this Agreement.

### **14. Amendments**

We may amend these terms and conditions by updating them on our Website. By continuing to use the Website, you are deemed to accept any such amendments.