Mother's Day Classic

# Fundraising Guidelines 2027



Revised October 2026

# Thank you for your interest in fundraising for the Mother's Day Classic Foundation!

**Your incredible support will help us fund life-saving breast and ovarian cancer research.**

**Upon approval of your application, we will issue an 'Authority to Fundraise' letter and you can start organising your fundraising event or activity.**

## Your application

Approval can take between 5-7 working days.

We will approve applications when:

- We have sufficient information
- The application aligns to these guidelines
- It doesn't involve unnecessary risk
- It will provide reasonable returns

## Who to contact

If you have any queries or concerns, please email the fundraising team: MDCevents@mothersdayclassic.com.au

# Key Responsibilities and Expectations

## Who is a Mother's Day Classic fundraiser?

A Mother's Day Classic fundraiser is a person or organisation approved by Mother's Day Classic to conduct fundraising activities in support of the Mother's Day Classic, including but not limited to:

- community fundraisers;
- Local Event hosts; and
- Major Event committee members,

when engaging in fundraising activities, including fundraising activities in connection with an Official MDC Event (Fundraiser).

Where a Local Event host, committee or any other person, organises or undertakes any fundraising activity in connection with a Local Event , such as a morning tea, raffle, BBQ, gold coin collection, or similar activity, those activities are considered fundraising activities and the person or organisation responsible will be regarded as a Fundraiser for the purposes of these Guidelines. In such cases, the relevant provisions of these Guidelines will apply to those fundraising activities.

Any fundraising activity should not proceed until the Mother's Day Classic has approved the Fundraiser and issued an 'Authority to Fundraise'.

Fundraisers are not authorised to use Mother's Day Classic Foundation as its beneficiary charity until they have received an 'Authority to Fundraise'. The Fundraiser may only fundraise during the dates and event, activity or campaign set out in the relevant Authority to Fundraise.

## Responsibilities of a fundraiser

All Fundraisers must:

- not undertake any door-to-door, street sales or telephone-based approaches for donations to be made in connection to any activity;
- co-ordinate and manage the activity, associated licences, required insurances, publicity, prizes, volunteers and personnel;
- assume full responsibility for appropriately managing the activity and that the event is conducted and promoted in the organiser's name;
- accept that the Fundraiser is solely responsible for minimising the risk associated with the fundraising activity and is responsible for the safety of the event, volunteers, personnel including maintaining the minimum level of liability cover required by law for the fundraising activity;
- arrange their own public liability insurance specific to the fundraising activity (excluding Local Events and Major Events which are covered by Mother's Day Classic's insurance);
- disclose any prior or current criminal convictions before approval is awarded;disclose any prior or current criminal convictions before approval is awarded;
- ensure the safety of all children present during a fundraising event including where those children are

under the age of 16 are under the supervision of a responsible adult over the age of 18 years; and

- take all reasonable steps to ensure that expenses do not exceed any amounts as required by law.

## Financial Responsibilities

The Fundraiser must:

- obtain the permits required by all applicable laws relating to activities such as lotteries, raffles, auctions etc;
- collect and hold all funds collected in a Secure Environment and reconcile the funds relating to any fundraising activity;
- pay all invoices relating to your expenses of undertaking the fundraising activity (excluding Local Events and Major Events which are provided to Mother's Day Classic's Foundation for payment);
- provide all funds to the Mother's Day Classic within 14 days of the expiry of the 'Authority to Fundraise'.

## Legal Responsibilities

The Fundraiser must:

- comply with the all applicable Federal and State Laws
- take out and maintain all insurance policies required by law for the fundraising activity e.g. public liability cover (excluding Local Events and Major Events which are covered by Mother's Day Classic's insurance)
- obtain all other licences required to lawfully operate the fundraising activity e.g. local council approvals
- ensure the event is advertised as an event supporting the Mother's Day Classic
- account for all income/expenses incurred in accordance with standard industry practice;
- provide reasonable assistance to Mother's Day Classic where it is required to supply information relating to the fundraising activity to relevant government agencies;
- cease all fundraising activities and promotion of the fundraising activities if the Fundraiser has not raised any funds in a 12 month period.



## Complying with state charitable fundraising laws

Please note that the below table is for educational purposes only. There may be other laws and regulators regarding a particular fundraising activity and we recommend the Fundraiser seek legal advice if it has any concerns.

| Jurisdiction | Regulator | Relevant laws |
|---|---|---|
| ACT | Access Canberra – www.accesscanberra.act.gov.au<br>ACT Gambling and Racing Commission – www.gamblingandracing.act.gov.au | *Charitable Collections Act 2003* (ACT)<br>*Charitable Collections Regulation 2003* (ACT)<br>*Lotteries Act 1964* (ACT) |
| NSW | NSW Fair Trading – www.nsw.gov.au/money-and-taxes/charitable-fundraising<br>Office of Liquor, Gaming and Racing – www.liquorandgaming.nsw.gov.au | *Charitable Fundraising Act 1991* (NSW)<br>*Charitable Fundraising Regulation 2021* (NSW)<br>*Community Gaming Act 2018* (NSW)<br>*Community Gaming Regulation 2020* (NSW) |
| SA | Consumer and Business Services – https://www.cbs.sa.gov.au/ | *Collections for Charitable Purposes Act 1939* (SA)<br>*Lotteries Act 2019* (SA) |
| QLD | Office of Fair Trading – www.fairtrading.qld.gov.au and Office of Liquor and Gaming Regulation https://www.justice.qld.gov.au/about-us/services/liquor-gaming | *Collections Act 1966* (QLD)<br>*Collections Regulation 2008* (QLD)<br>*Charitable and Non-Profit Gaming Act 1999* (QLD) |
| TAS | Consumer Building and Occupational Services – www.cbos.tas.gov.au<br>The Tasmanian Liquor and Gaming Commission – www.gaming.tas.gov.au | *Collections for Charities Act 2001* (Tas)<br>*Collections for Charities Regulations 2011* (Tas)<br>*Gaming Control Act 1993* (Tas) |
| VIC | Consumer Affairs Victoria – www.consumer.vic.gov.au<br>Victorian Gambling and Casino Control Commission – www.vgccc.vic.gov.au/ | *Fundraising Act 1998* (Vic)<br>*Fundraising Regulations 2019* (Vic)<br>*Gambling Regulation Act 2003* (Vic) |
| WA | Consumer Protection Division of the Department of Mines, Industry Regulation and Safety - https://www.commerce.wa.gov.au/consumer-protection/charities-and-associations<br>Department of Local Government, Sport and Cultural Industries – https://www.dlgsc.wa.gov.au/ | *Charitable Collections Act 1946* (WA) |
| NT | Licensing NT – https://nt.gov.au/industry/gambling | The Northern Territory does not have legislation that governs charitable fundraising. |

# Working with Mother's Day Classic

## Mother's Day Classic cannot assist with:

- Provision of any Mother's Day Classic database for promotion or marketing purposes
- Promotion of sales/events through Mother's Day Classic social media channels
- Prizes for your events including auctions, raffles, competitions etc.
- Applying for relevant permits, licences or insurance covers related to third party activities
- Staffing events/activities
- Sale of tickets, products or services (excluding Local Events and Major Events which are sold through the Mother's Day Classic website)
- Reimbursement of event related expenses (excluding Local Events which is covered by Local Event sponsorship revenue)
- Financial contributions to any event related promotional materials/equipment.

## Is it ok to approach Mother's Day Classic supporters and partners for involvement in the event?

No, Mother's Day Classic has many corporate partners and sponsors that support the Foundation. As these companies are already very generous supporters of the Foundation and are approached frequently throughout the year, we ask that you do not approach any company listed on the Mother's Day Classic website.



# After the event

## What do I do once my activity has finished?

- Complete the ‘Community Fundraising Reconcilation’ form
- Transfer the funds to the Mother’s Day Classic within 14 days of the completion of the activity
- Return any used/unused receipt books.

## Acknowledgement of your contribution

Once the funds are received, Mother’s Day Classic can issue a ‘proceeds of fundraising’ letter.

## Tax-deductible and non-tax-deductible receipts

The issuing of tax-deductible receipts is based on the conditions outlined by the Australian Taxation Office (ATO). In summary:

- Tax-deductible receipts may be issued when donations are voluntary with no conditions attached. There are also some circumstances where a tax-deductible receipt may be issued if the price paid for items such as entry tickets or auction items far exceeds the actual value.
- Tax receipts are not issued when a payment results in the receipt of a good/service or the donation is not deemed to be unconditional e.g. recognition of sponsorship as this is not classed as a donation or a gift.
- Please refer to the ATO for further information on tax related matters www.ato.gov.au

## Mother’s Day Classic Foundation Receipts

- Donations above $2 are tax-deductible
- All receipt books used and unused must be returned to Mother’s Day Classic head office
- You will receive a letter of acknowledgement and a ‘proceeds of fundraising’ letter. This is not a tax-deductible receipt.

# Community fundraising T&Cs

## By agreeing to these guidelines, the Fundraiser acknowledges that:

You have read the Fundraising Guidelines and understand the time and commitment required to organise a Mother's Day Classic community fundraising activity.

## 1. Responsibilities and Expectations

You agree to follow the responsibilities and expectations set in the Mother's Day Classic Fundraising Guidelines, which include but are not limited to:

a. obtaining the permits required by all applicable laws relating to activities such as lotteries, raffles, auctions etc;

b. collecting and holding all funds collected from the fundraising activity in a secure environment and reconciling the funds relating to any fundraising activity;

c. taking all reasonable steps to ensure that expenses do not exceed any amounts as required by law;

d. paying all invoices relating to the fundraising activity expenses;

e. providing all funds raised through the fundraising activity to Mother's Day Classic within 14 days of the expiry of the Authority to Fundraise; and

f. that the fundraising activity and Mother's Day Classic will not be involved in any event that promotes smoking/tobacco products, fast food, alcohol or gambling.

The Fundraiser acknowledges that Mother's Day Classic Foundation may, in our sole discretion ask the Fundraiser or any of its officers, employees and agents to undergo a Police Record Check and/or a Working with Children Check before approving the Fundraiser.

## 2. Termination of Authority to Fundraise

a. The Fundraiser agrees that Mother's Day Classic may at any time, in its absolute discretion, withdraw the Authority to Fundraise and/or require you to cease the fundraising activity if it considers it necessary to protect the reputation of the Mother's Day Classic.
b. Where the Fundraiser has not raised any funds in a 12 month period, the Authority to Fundraise will be deemed to have been terminated.
c. Mother's Day Classic Foundation is not required to provide reasons for any decision made under clause 2(a). If the Authority to Fundraise is revoked and consent is withdrawn in accordance with clauses 2(a) or 2(b):
    i. all fundraising, promotion of the event and use of the MDC Logos and brand must cease immediately;
    ii. the licence granted under clause 3(a) will terminate;

c. any physical or digital copies of the Authority to Fundraise must be destroyed or returned to Mother's Day Classic; and

d. all monies raised must be provided to Mother's Day Classic within seven days of the Fundraiser being notified that consent has been withdrawn in accordance with clause 2(a).

## 3. Licence to use brand and MDC Logos

a. Subject to clause 3(b), Mother's Day Classic grants the Fundraiser a limited, non-exclusive, non-transferable, royalty-free licence to reproduce and use the MDC Logos in Australia for the sole purpose of promoting or advertising the approved fundraising activity.

b. The Fundraiser must seek and obtain Mother's Day Classic's prior approval to production and use of any material containing references to the MDC Logo and any related advertising or promotional materials (including but not limited to clothing) by the Fundraiser prior to publishing or distributing that material.

c. Once approved, the Fundraiser must:

   i. comply with any brand guidelines provided by Mother's Day Classic;

   ii. use the approved MDC Logos provided by Mother's Day Classic via email and not obtain copies of the MDC Logos from any other source;

   iii. observe any reasonable direction given by Mother's Day Classic as to the size, colour and representation and manner of its disposition in respect of the use of the MDC Logos;

   iv. cease to use the MDC Logo when directed by Mother's Day Classic; and

   v. recognise the exclusive right of Mother's Day Classic to take appropriate measures for the protection of the MDC Logos .

d. The Fundraiser must not:

   i. do any thing to challenge or prejudice the validity or any registration of the MDC Logos;

   ii. not do any of the things specified in section 26(1) of the *Trade Marks Act 1995* (Cth);

   iii. use or permit the use of any MDC Logos as part of the trade name or corporate name of any person; and

   iv. use, register or apply to register any trade marks, company or business names, logos, symbols, emblems, designs or other indicia using the MDC Logos or any component thereof, or which are deceptively similar to the MDC Logos.

e. The Partner agrees that:

   i. the MDC Logos are the sole and exclusive property of Mother's Day Classic;

   ii. Mother's Day Classic may use any one or more MDC Logos, to promote Mother's Day Classic and to exercise any rights under this agreement; and

   iii. Mother's Day Classic may change any of the names, logos and trade marks names which make up the MDC Logos at any time during and the Fundraiser will, if directed by MDC, change all references to any existing MDC Logos to the new name, logo or trade mark.

## 4. Indemnity

a. Subject to clause 4(b), the Fundraiser must indemnify the Indemnified Persons from and against any claim, action, demand, loss, damage, fine or payment which any of the Indemnified Persons pay, suffer, incur or are liable for arising out of or in connection with:

i. the conduct of the activity or any injury or damage arising at or as a result of the event;

ii. any breach of these guidelines or the relevant Authority to Fundraise;

iii. any breach of law or infringement of a third party's rights (including in respect of the MDC Logos); and

iv. any act or omission of fraud, dishonesty, reckless or willful misconduct or misrepresentation.

b. The indemnity in clauses 4(a)(1), (ii) and (iii) does not apply to Local Event hosts or Major Event committee members in relation to their role in organising or delivering an Official MDC Event, provided they are acting within the scope of their authorised role and in accordance with Mother's Day Classic's directions.

## 5. Privacy notice

a. Mother's Day Classic collects your personal information to administer our programs, including complying with our legal obligations. We may also collect your 'sensitive information', such as criminal history information obtained through a Police Record Check or Working with Children Check for the same purpose. We also may collect your personal information to promote and communicate with you about our initiatives. We may disclose your personal information to third parties that provide services to Mother's Day Classic.

b. Our Privacy Policy located at www.mothersdayclassic.com.au/privacy contains information about: how you can access and correct your personal information, and how to lodge a complaint regarding a breach of the Australian Privacy Principles and how we will handle such a complaint.

c. You may contact us with any queries via:
Email: privacy@mothersdayclassic.com.au
Mail: Office 101, Level 1, 13 Cremorne St, Cremorne VIC 3121

## 6. Definitions

In these guidelines:

a. **Authority to Fundraise** means the letter titled 'Authority to Fundraise' provided to the Fundraiser by Mother's Day Classic.

b. **Indemnified Persons** means Mother's Day Classic and each of its officers, employees and agents.

c. **Local Event means the Mother's Day Classic events conducted by local hosts.**

d. **Major Event means the Mother's Day Class events held in each capital city and other large centers designated and conducted by Mother's Day Classic.**

e. **MDC Logo** means the following:

| Trade Mark | Registration no (if any) |
|---|---|
| Mother's Day Classic | |
| Mother's Day Classic | 2372510 |

f. **Official MDC Event means the Major Events and Local Events.**

g. **Secure Environment** means a separate bank account that is used exclusively for money received in the course of fundraising activities (which is either in the name of the beneficiary of the funds or has a name that indicates it contains fundraising proceeds).

h. **we** or **us** or **Mother's Day Classic** means MDC Foundation Limited (ABN 16 179 157 565).

i. **you** or **Fundraiser** means the person or entity fundraising on behalf of Mother's Day Classic.

# Request an authority to fundraise

Thank you for deciding to hold an activity or event to raise funds for the Mother's Day Classic. To request an authority to fundraise letter, please fill out this form and return it to fundraising@mothersdayclassic.com.au. Alternatively, you can fill out our online form here: https://www.mothersdayclassic.com.au/authority-to-fundraise

**First Name**

**Last Name**

**Email**

**Company (Optional)**

**Address**

**State**

**Postcode**

**Details of your fundraising activity (What is it and where will it be held?)**

**Date of fundraising activity (Approximate date or date range)**

**By signing, you agree that you have read and agree to the Fundraising Terms and Conditions outlined in this document.**

**Signature**

# Community Fundraising Reconciliation Form

Please complete and return this form to fundraising@mothersdayclassic.com.au.
Alternatively, you can fill out our online form our online here:
https://www.mothersdayclassic.com.au/community-fundraising-reconciliation

**First Name**

**Last Name**

**Phone**

**Address**

**State**

**Postcode**

**Date of activity/event**

**Location of activity/event**

**Amount raised**

**Type of event (i.e. raffle, bake sale, etc.)**

## BANKING FUNDS OPTIONS

You can transfer the funds to Mother's Day Classic in the following ways:

1. (Preferred option) Deposit or transfer funds to MDC account (local Westpac branch) and either email your deposit slip with this form or note the online banking reference number below.

   **Account: MDC Foundation Limited BSB: 033 002 Account no. : 907 600**

   Online banking reference/receipt number

2. Send a cheque or money order payable to MDC Foundation Limited (ABN 16 179 157 565) to:
   **Mother's Day Classic – Office 101, Level 1, 13 Cremorne St, Cremorne VIC 3121**

## ONLINE FUNDRAISING

Do you want this fundraising amount to be added to your online fundraising page? **Yes** ☐ **No** ☐

If yes, please provide the name of your online fundraising page

**Signature**

**Date**