

Red Cross Calling / The Human Race 2023 Terms and Conditions

As a registered Red Cross Calling / The Human Race fundraiser, you must adhere to the following terms and conditions. Failure to conduct third party fundraising activities in accordance with these terms and conditions may result in you being de-registered as a Red Cross fundraiser and prevented from conducting further third-party fundraising activities on behalf of Red Cross.

Definitions

“Advertisers” means third party operated websites.

“Confirmation or Registration” means the email or notification you receive upon registering as Registered Fundraiser. This confirmation authorises you, as a Registered Fundraiser, to undertake a fundraising event/s for Red Cross.

“Event Websites/Websites” means the online information portal for Red Cross Calling / The Human Race at or www.thehumanrace.org.au.

“Fundraising Event” includes any Red Cross Calling / The Human Race fundraising activity or activities undertaken during the campaign. Doorknocking and telephone fundraising are not authorised events or activities for the purposes of the Red Cross Calling / The Human Race campaign.

“Fundraiser/Fundraising/Fundraising Event” means the act of holding an event or activity with the intention of raising funds for Red Cross. A fundraising event may be referred to as a fundraising activity.

“Fundraiser Welcome Kit” means the promotional material provided to a Registered Fundraiser to use in planning and running their fundraising event or activity for Red Cross.

“Linked Sites” means third party operated hyperlinks.

“Online Fundraising Page” means the fundraising page with a unique URL provided to the Registered Fundraiser at registration for the purpose of collecting donations for Red Cross during The Human Race campaign period

“Red Cross Calling” means a national Red Cross fundraising campaign of that name, also known as The Human Race.

“Register/Registering/Registered” means completing the Red Cross Calling / The Human Race registration form by registering as a Host online at www.thehumanrace.org.au

“Registered Fundraiser” means a person who has completed in full the Red Cross Calling / The Human Race registration form.

“Red Cross Calling / The Human Race Period” means Wednesday, 1 March 2023 to Sunday, 30 April 2023.

“Supporter” means a person who agrees to help a Registered Fundraiser with their event, either financially or in-kind.



“The Human Race” is the alternative name for Red Cross Calling, a national Red Cross fundraising campaign

“We/Australian Red Cross/Red Cross/Promoter” means Australian Red Cross Society ABN 50 169 561 394. Address: 23-47 Villiers Street North Melbourne, VIC 3051, Phone: 03 9345 1800: www.redcross.org.au. Charity Mail Number: 10100009.

“You/Your/Registered Fundraiser” means the person who has completed the online registration process to conduct a fundraising event for Red Cross Calling / The Human Race at www.thehumanrace.org.au or who has provided their details to a Red Cross representative over the telephone.

Important Dates

The official Red Cross Calling / The Human Race Period is **Wednesday, 1 March 2023 to Sunday, 30 April 2023**.

Registered Fundraisers are authorised to run Fundraising Events for The Human Race between **Wednesday, 11 January 2023 to Sunday, 30 April 2023**.

The major prize draw will occur on **11 May 2023**.

The prize draw for the ‘\$24 in 24 hours promotion’ will be **3 April 2023**.

Registration

1. You must be a Registered Fundraiser to conduct or host a third-party Fundraising Event or activity as part of Red Cross Calling / The Human Race. This is required by law in most States and Territories in Australia and is a requirement of fundraising for Red Cross.
2. Registrations can be made via phone **1800 RED CROSS (733 276)** or online at www.thehumanrace.org.au.
3. www.thehumanrace.org.au is owned and operated by a third party.
4. Red Cross manages Red Cross Calling / The Human Race on behalf of all state-based Red Cross offices and branches.
5. Red Cross will not accept registrations from people residing in a country outside of Australia.
6. People residing outside Australia can make online donations or sponsor a friend in Australia who is taking part in Red Cross Calling / The Human Race.

Responsibilities of Registered Fundraisers

7. The person whose name appears on the registration form and the Confirmation of Registration will be the Registered Fundraiser, which makes them solely accountable for managing the Fundraising Event in an appropriate and responsible way. This includes deciding on the event date, venue, activity and any costs in running the event. The Registered Fundraiser must notify Red Cross of any changes to their Fundraising Event in advance and must only fundraise for the period of time authorised by Red Cross.
8. The Red Cross Calling / The Human Race Period is **1 March 2023 to 30 April 2023**.
9. You may register on the website to become a Registered Fundraiser from 11 January 2023.
10. You are authorised by Red Cross to undertake fundraising activities as a Registered Fundraiser from the date identified in your Confirmation of Registration to the end of The Human Race Period on 30 April 2023.

11. You must disclose any previous criminal convictions to Red Cross when you register (although these won't prevent you from being able to organise an activity for us, they will be taken into account when assessing the suitability of the activity and yourself as the organiser) and you must disclose any criminal charges brought against you during the period you are authorised to fundraise for Red Cross by calling 1800 RED CROSS (733 276) or emailing contactus@redcross.org.au. Failure to notify us of any previous criminal convictions may result in further investigation towards yourself and your fundraising activity or refusal for authority to fundraise on Red Cross' behalf.
12. Red Cross will provide Registered Fundraisers with a Fundraiser Welcome Kit by email upon successful completion of the registration process. This will include, but is not limited to, your Confirmation of Registration, which is your authority to fundraise, and downloadable resources to promote your fundraising and assist with your Fundraising Event.
13. Registered Fundraisers are not authorised to fundraise for Red Cross Calling / The Human Race until they receive their Confirmation of Registration to fundraise. For enquiries relating to the registration process, please call 1800 RED CROSS (733 276) between 8am-8pm AEDT (Monday to Friday) and 9am to 5pm AEDT (Saturday and Sunday).
14. Registered Fundraisers must carry and/or have immediate access to their Confirmation of Registration at all times when fundraising. Registered Fundraisers must allow a public official to inspect their Confirmation of Registration to fundraise on request.
15. Registered Fundraisers agree to pay all costs involved with running their Fundraising Event. Fundraising Event costs are at the discretion of the Registered Fundraiser. Red Cross will not reimburse any person/s for any associated Fundraising Event costs.
16. The Registered Fundraiser must keep records of income and expenditure and may deduct any essential costs of organising the Fundraising Event, as long as they are documented with receipts, and are fair and reasonable (e.g., you may deduct costs such as catering, venue or equipment hire). Generally, Red Cross recommends that your cost of fundraising is less than 30% of the funds raised.
17. The Registered Fundraiser must comply with relevant legislation in your State or Territory, this included conducting activities in line with the relevant state and territory COVID-19 health guidelines (where applicable).
18. Registered Fundraisers need to comply with all applicable fundraising or gaming legislation or regulations in your State or Territory. You may be responsible for organising permits, licenses, insurance or authority to fundraise where necessary for fundraising activities such as raffles or competitions. This information will be available from your state government or local council and obtaining these permits is the responsibility of the Fundraiser and not Red Cross. For all gaming, trading, racing, licensing, promotional and fundraising requirements, please check legislation by contacting your nearest office:

ACT

Gambling and Racing Commission
www.gamblingandracing.act.gov.au
PH: 02 6207 0359

NSW

Office of Liquor, Gaming and Racing
www.olgr.nsw.gov.au
PH: 02 9995 0330

SA

Office of the Liquor and Gambling
Commissioner
www.cbs.sa.gov.au
PH: 131 882

TAS

Department of Treasury and Finance (Liquor
and Gaming Commission)
www.treasury.tas.gov.au/liquor-and-gaming
PH: 03 6166 4444

NT

Department of Industry, Tourism and Trade
<https://nt.gov.au/industry/gambling>
PH: 08 8999 5511

QLD

Office of Liquor and Gaming Regulation
www.business.qld.gov.au/industry/liquor-gaming
PH: 137 468

VIC

Victorian Gambling and Casino Control
Commission
www.vgccc.vic.gov.au
PH 1300 182 457

WA

Department of Local Government, Sport and
Cultural Industries
www.dlgsc.wa.gov.au
PH 08 9425 1888

19. The Registered Fundraiser must securely keep all the funds raised by the Fundraising Event. Full records of the amount raised, along with the funds, need to be securely deposited into the Red Cross bank account within 14 days after your Event takes place or by Sunday 30 April 2023, whichever date occurs first. Visit www.thehumanrace.org.au, call 1800 RED CROSS (733 276) or email contactus@redcross.org.au for more information on how to deposit money.
20. Donors who make a donation of \$2 or more through one of our websites will be automatically issued with a receipt by email at the time of making their donation. Donors who make a donation of \$2 or more, other than through our websites, must be issued with a receipt by the Registered Fundraiser if requested.
21. The Registered Fundraiser must ensure Red Cross is clearly identified as the beneficiary of the funds raised. Where possible, the Registered Fundraiser must detail the amount or proportion of funds raised that will be donated to Red Cross.
22. The beneficiary for this campaign is Red Cross Humanitarian Services and funds raised will be used by Red Cross to undertake its humanitarian work and functions; no funds raised from this campaign will go to Australian Red Cross Lifeblood.
23. The Registered Fundraiser must not approach the general public with door to door, street or telephone collections as part of the Fundraising Event.

Liability and Child Protection

24. Red Cross accepts no responsibility for any loss or damage, liability or injury (including without limitation any aggravation of an existing medical condition), occupational, health, safety and welfare claims arising from any Fundraising Event. It is the responsibility of the Registered Fundraiser to ensure the safety of themselves and any attendees of their Fundraising Event, including providing first aid services if they are needed. Registered Fundraisers are responsible for obtaining and maintaining any appropriate insurance for their Fundraising Event, including public liability insurance.
25. Red Cross accepts no responsibility for any loss, liability or injury, occupational, health, safety and welfare claims arising from any Fundraising Event. It is the responsibility of the Registered Fundraiser to ensure the safety of themselves and any attendees of their Fundraising Event, including providing first aid services if they are needed. Registered Fundraisers are responsible for obtaining and maintaining any appropriate insurance for their Fundraising Event, including public liability insurance.
26. Red Cross' public liability insurance does not cover people who choose to fundraise on our behalf. We are not liable for assessing or managing any risks associated with the Fundraising Event you are organising.
27. You agree to release to Red Cross to the fullest extent permissible under law for all claims and demands of any kind associated with the Fundraising Event, and indemnify Red Cross for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in

any way associated with the activity caused by Your breach of these responsibilities or negligence.

28. Red Cross is a child safe organisation and therefore has a [Child Protection Policy](#), in respect of persons who have contact with children in the course of their work for Red Cross. This includes all Registered Fundraisers for Red Cross Calling / The Human Race. It is therefore a mandatory requirement that before you start fundraising, you have read and agreed to Red Cross' Child Protection Code of Conduct. Please [read your copy here](#).
29. Organisations including community groups and schools registered to fundraise for Red Cross Calling / The Human Race are responsible for the safety and welfare of all children under the age of 18 years who are fundraising with that school or community group on behalf of Red Cross. Those organisations must ensure that they provide the children with appropriate safety guidelines and make them aware of the safety requirements set out in these Terms and Conditions.
30. Red Cross' public liability insurance does not cover Registered Fundraisers who are running Events of their own. We are not liable for assessing or managing any risks of fundraising Events run by external parties.
31. If you are a child under 16 years of age and a fundraiser for Red Cross Calling / The Human Race you must have the written permission of your parent or guardian to register as a Registered Fundraiser, and you must be accompanied by a parent, guardian or responsible adult when conducting fundraising activities (i.e., a teacher).
32. If you are an adult accompanying a child fundraiser for Red Cross Calling / The Human Race you cannot accompany more than 6 children and must ensure that any child fundraiser:
 - Is able to contact their parents at all times
 - Is not required to lift or carry anything that could cause them injury
 - Receives appropriate and sufficiently nutritious food and drinking water at all times
 - Has access to toilet, hand-washing and hand-drying facilities
 - Is not subjected to anything that could put their physical or emotional well-being at risk
33. You agree to release Red Cross to the fullest extent permissible under law for all claims and demands of any kind associated with the activity, and indemnify Red Cross for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in any way associated with the activity caused by your breach of these responsibilities or negligence.

Intellectual Property and Emblem and Logo Use

34. Registered Fundraisers acknowledge and agree that the Red Cross emblem – a Red Cross on a white background – is a symbol of protection (protective use) and of membership of the International Red Cross and Red Crescent Movement (indicative use). In times of armed conflict, it is the visible sign of the protection conferred by the Geneva Conventions on the victims and on those who come to their aid; in peacetime it shows that a person or object is linked to the International Red Cross and Red Crescent Movement, of which the International Committee of the Red Cross (ICRC) is the founding body. The emblem is also a symbol of the Movement's seven Fundamental Principles: humanity, impartiality, neutrality, independence, voluntary service, unity and universality.
35. Registered Fundraisers and Supporters must not use the Red Cross logo or Red Cross emblem to advertise or conduct the Fundraising Event except in accordance with the materials (if any) provided to you by Red Cross. **Unauthorised use of the Red Cross emblem may constitute a criminal offence under the Geneva Conventions Act 1957.** You must not do anything which might bring Red Cross, the Red Cross emblem, or the Red Cross Red Crescent movement into disrepute, or which might tarnish the prestige or reduce respect for the Red Cross emblem. For more information on the Red Cross emblem, please visit www.redcross.org.au.

36. In promoting and running your Fundraising Event you may use:
- the equipment and other materials provided in your Fundraiser Welcome Kit (where applicable); and
 - the resources downloadable on www.thehumanrace.org.au
 - Australian Red Cross' name, The Human Race name and the Red Cross Calling name
37. In promoting and running your Fundraising Event you **must not use** the Red Cross logo, the Red Cross Calling / The Human Race logo or the images or text on the www.redcross.org.au, www.thehumanrace.org.au unless you have Red Cross' prior written permission.
38. Red Cross owns the intellectual property in all materials relating to Red Cross Calling / The Human Race, including our website content and materials provided in the Fundraiser Welcome Kit. These materials are provided to you for use during the Red Cross Calling / The Human Race campaign only and you must not publish or distribute these materials for your own commercial purpose without permission from Red Cross.

Event Websites and Linked Sites

39. Upon entering www.redcross.org.au or www.thehumanrace.org.au you have accepted and must comply with the Terms and Conditions, notices, disclaimers and intellectual property requirements on the Event Website/s. Your use of and/or continued access to the Event Website/s constitutes your agreement to the Terms and Conditions.
40. The Event Websites are run by Red Cross for this event only. Content may change but the site/s will remain dedicated to Red Cross Calling / The Human Race fundraising only.
41. The content of www.redcross.org.au and www.thehumanrace.org.au such as text, graphics, images and names ("Material") is protected by Australian copyright law. Unauthorised use of the Material may violate these copyright laws.
42. Red Cross does not warrant that www.thehumanrace.org.au will operate error-free, nor that its servers are free of computer viruses and other harmful data or code components. Nor do we warrant that it will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of content. If your use of an Event Websites results in the need for servicing or replacing equipment or data, Red Cross cannot be held liable for any associated cost.
43. The Event Websites may contain embedded hyperlinks or referral buttons to websites operated by third parties or their licensees or contractors ("Advertisers"). Any claims by Advertisers are not recommendations or endorsements by us or a list of third-party advertisers endorsed by Red Cross.
44. The Event Websites contain hyperlinks and other pointers to internet websites operated by third parties ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site.
45. Linked Sites that we recommend the use of for Red Cross Calling / The Human Race include: Facebook; Google; Twitter; Tik Tok, Linked In; You Tube, Pinterest, Instagram. Other Linked Sites that appear on www.redcross.org.au or www.thehumanrace.org.au might not be authorised by Red Cross.
46. Your use of a Linked Site is subject to the Terms and Conditions of that site in addition to the Terms and Conditions on www.thehumanrace.org.au
47. Red Cross does not and cannot be involved in your interaction with Linked Sites and Advertisers. In the event that you have a dispute with one or more Linked Sites or Advertisers, to the extent permitted by law, Red Cross is exempt from liability for any claims, demands or damages arising out of or in any way connected with online disputes.

Red Cross Calling / The Human Race 2023 Major Prize Draw Promotion and '\$24 in 24 hour' Prize Draw Promotion Terms and Conditions

48. There are two (2) Prize Draw Promotions, the Major Prize Draw and the '\$24 in 24 hour' Prize Draw.
49. Red Cross is the Promoter of the Major Prize Draw Promotion.
50. The Major Prize Draw Promotion Open Date is 11 January 2023.
51. The Major Prize Draw Promotion Close Date is 30 April 2023.
52. The Major Prize Draw has four (4) prize categories for The Human Race with a total prize pool value of \$17,499.99.
53. Entry into the Major Prize Draw Promotion, including all prize categories and draws, is dependent on how much you, as the Registered Fundraiser, raise from fundraising activities on your Online Fundraising Page during The Human Race campaign period.
54. The Major/First Prize is one (1) \$5,000 Flight Centre gift voucher. Entry into this prize draw requires the Registered Fundraiser to raise \$1,000, which equates to five (5) entries into the Major Prize draw.
55. The Second Prize is one (1) Pedal electric bike from 99 Bikes and Pedal Bikes valued at \$1,499.99. Entry into this prize draw requires the Registered Fundraiser to raise \$750, which equates to one (1) entry into the Second Prize draw. Raising \$750 also gives the Registered Fundraiser three (3) entries into the Major Prize draw.
56. The winner of the Second Prize will need to collect the prize from a 99 Bikes store location to allow for assembly of the electric bike.
57. In the event the winner of the Second Prize lives in a remote area, Red Cross and 99 Bikes will ship this prize at no expense to the winner. In these circumstances some assembly may be required by the winner.
58. The Third Prize is one (1) of five (5) \$100 Kathmandu gift vouchers. Entry into this prize draw requires the Registered Fundraiser to raise \$500, which equates to one (1) entry into the Third Prize draw. Raising \$500 also gives the Registered Fundraiser two (2) entries into the Major Prize draw.
59. The Fourth Prize is one (1) of 350 Australian Red Cross "I'm part of a movement" t-shirts valued at \$30. Entry into this prize draw requires the Registered Fundraiser to raise \$250, which equates to one (1) entry into the Fourth Prize draw. Raising \$250 also gives the Registered Fundraiser one (1) entry into the Major Prize draw.
60. Red Cross cannot guarantee that all winners in the Fourth Prize t-shirt draw will get their first choice of size.
61. Red Cross is the Promoter of the '\$24 in 24 hours' Prize Draw Promotion.
62. The '\$24 in 24 hours' Prize Draw Promotion Open Date is 12am Thursday 30 March 2023.
63. The '\$24 in 24 hours' Prize Draw Promotion Close Date is 12am Friday 31 March 2023.
64. The '\$24 in 24 hours' Prize is one (1) set of MOMENTUM True Wireless 3 earphones by Sennheiser. The value of the prize is \$399.95. The Registered Fundraiser gains one entry into this prize draw by raising donations of at least \$24 between 12am Thursday 30 March 2023 and 12am Friday 31 March 2023 on their Online Fundraising Page.
65. Entry into the '\$24 in 24 hours' Prize Draw Promotion, including all prize categories and draws, is dependent on how much you, as the Registered Fundraiser, raise from fundraising activities on your Online Fundraising Page during The Human Race campaign period.
66. There is no Early Bird prize.
67. A Registered Fundraiser cannot win more than one prize in the Major Prize Draw.
68. The Registered Fundraiser who wins the '\$24 in 24 hours' Prize Draw Promotion is eligible for entry into the Major Prize Draw if they meet the criteria for entry.

69. Members of Red Cross' executive management and Red Cross staff members are not eligible for entry into either the Major Prize Draw or the '\$24 in 24 hours' Prize Draw Promotions.
70. Prizes cannot be transferred, refunded, or exchanged for cash.
71. Prizes may be subject to additional terms and conditions of the supplier.
72. Prizes in the Major Prize Draw are subject to the following additional terms and conditions. The First and Third Prize gift vouchers and cards from Flight Centre and Kathmandu are subject to the terms and conditions of the supplier, which may include expiry dates; the Second Prize is subject to the terms and conditions specified by 99 Bikes, which state that the Prize must be accepted as offered, and is not transferable, redeemable, refundable and cannot be sold or exchanged for cash. The '\$24 in 24 hours' Prize will be posted to the domestic address of the Winner, provided at registration.
73. The '\$24 in 24 hours' Prize Draw Promotion will be drawn on Monday 3 April 2023 at 12.00pm by Red Cross representatives at 23-47 Villiers Street, North Melbourne VIC 3051.
74. The Major Prize Draw Promotion will be drawn by Red Cross representatives on 11 May 2023 at 12.00pm at 23-47 Villiers Street, North Melbourne VIC 3051. The prizes will be drawn in order from Major/First Prize to Fourth Prize.
75. Both Prize Draw Promotions will be drawn using the <https://www.randomdraws.com/au/> TPAL Electronic Draw System. All eligible entries will have a fair and equal chance of winning the prize they are eligible for.
76. The Winner of the '\$24 in 24 hours' Prize Draw Promotion' will be notified by telephone and email on Monday 3 April 2023. Results will be published, including the name and postcode of the winner and their prize, at www.thehumanrace.org.au/prizes from 3 April 2023 to 9 June 2023.
77. Winners of the Major Prize Draw Promotion will be notified by telephone and email on 11 May 2023. Results will be published, including the name and postcode of each winner and their prize, at www.thehumanrace.org.au/prizes from 11 May 2023 to 9 June 2023.
78. Where prize winners have been contacted by Red Cross, all prizes will be provided by 30 June 2023. There are no costs associated with claiming any prize in the Prize Draw Promotion.
79. Any disputes in relation to prizes or complaints in relation to the Prize Draw Promotion will be treated seriously and actioned in a timely manner by Red Cross, having due regard to procedural fairness and confidentiality. If you would like to raise a dispute or complaint, please contact the Red Cross by calling 1800 733 276 between 8am-8pm AEDT (Monday to Friday) and 9am to 5pm AEDT (Saturday and Sunday).
80. If Red Cross is unable to contact prize winners following reasonable attempts to make contact, and prizes are not claimed, a re-draw will be conducted on 10 July 2023 at 12:00pm at 23-47 Villiers Street, North Melbourne VIC 3051.
81. For any enquiries or further information please contact Red Cross by calling 1800 733 276 between 8am-8pm AEDT (Monday to Friday) and 9am to 5pm AEDT (Saturday and Sunday).

Privacy

82. Red Cross will use your personal information as a Registered Fundraiser for Red Cross Calling / The Human Race (including communicating with you, entering you into the Prize Draw Promotion and sending you information via mail, email, telephone or SMS), re-marketing to you after Red Cross Calling / The Human Race, and for other purposes explained in our [Privacy Policy](#) or [Privacy Collection Notice](#) as the law permits.
83. You may opt out of receiving communications from Red Cross at any time, we will provide you access to your My Red Cross portal, or you can call 1800 733 276 or email contactus@redcross.org.au. For information about your privacy and how your personal information may be used, please refer to our [Privacy Collection Notice](#) which contains a link to our [Privacy Policy](#). You agree that you have read and understood our Privacy Policy and Privacy Collection Notice.

84. Red Cross may incorporate applications into its Event Websites that allow Registered Fundraisers and Supporters to upload photographs which they can then elect to share on their social media pages. If you do not wish to use this function (if it is available) do not upload any images if requested to do so by the Event Websites or select an avatar instead.

Amendments of Terms and Conditions and Withdrawal of Authority

85. If there is a likelihood of you not meeting any of the responsibilities set out in these Terms and Conditions, we reserve the right to withdraw your authority to organise an activity or conduct a fundraising event at any time.
86. We may amend these Terms and Conditions at any time during the campaign period. Upon amending Terms and Conditions, we will re-post them at www.redcrosscalling.org.au, and www.thehumanrace.org.au. Registered Fundraisers will be bound by the amended Terms and Conditions from that time. Any changes to the Terms and Conditions relating to Red Cross Calling / The Human Race (including prize variations, cancellation or suspension of your authority to fundraise), may be subject to the approval of all relevant State and Territory regulators.