



Variety WA

The Children's Charity

Motoring Events

Official Conditions of Entry

2016 Edition 4

As accepted by the Board

21 November 2016

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VARIETY WA MOTORING EVENTS

Conditions of Entry

1 Terms and Conditions

In consideration of Variety WA permitting the Participant to take part in this Event, the Participant will accept and comply with the Motoring Events Official Conditions of Entry as contained herein and acknowledge such acceptance and compliance, by signing where indicated.

1.1 Definitions

“Captain” is formally responsible for official entrant vehicle (but not necessarily the owner or authorised user) and co-driver(s), and will be the “point of contact” between the Event Coordinator/Officials and each vehicle of participants.

“Car” means 4WD or Bash Car or Creative Car; whichever is applicable to the Event in which you are participating – (Refer - The Event)

“Claim or Demand” means any claim, demand, action, proceeding, judgment, order, and award of damage or costs of any nature whatsoever and includes but is not limited to Claims or Demands based in contract or in tort or otherwise.

“Event Manager” – means the person employed by Variety WA to be in charge of the Event and its coordination.

“Event Coordinator” means that person employed by Variety WA to assist the Event Manager in the coordination of the Event.

“Event” means the 4WD Challenge or Bash or Creative Car Cruise Event in which you are participating – (Referred to as The Event and described in a separate document)

“Event Worthiness” means checking of the vehicle by VWA officials or persons authorized to carry out the inspection to ensure its compliance with the requirements of the Event, it does not mean that VWA is satisfying the roadworthiness or safety of the vehicle.

“Landowner” means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person.

“Official Event Vehicle” means Official Entrant Vehicles; vehicles including 4WD, Bash Cars, Creative Cars and Motor Bikes that have been accepted to participate in the Event and that have been allocated a unique and independent participation identification number (OEV Number) by VWA that is to be placed on the vehicle as directed. (Refer - The Event) for your Event details

“Official Entrant Vehicle Number” means the number allocated and unique to your Vehicle by Variety WA and covers 4WD or Bash Car or Creative Car, whichever is applicable to the Event in which you are participating – (Refer – The Event)

“Official Vehicles” means vehicles that are used by the Officials of the Event

“On Event Committee” means the committee that comprises of no less than 3 and are to include all VWA Board members that are present on the Event for the purpose of dispute resolution. If none are available, suitable candidates are to be selected from the medical practitioner and other impartial non Event staff. If the dispute involves a VWA Board member then that Board Member is to be excluded.

“Participant” includes the legal or personal representatives of the Participant.

“Variety WA” means and includes Variety WA Incorporated, VWA and each of its officers, members, employees, agents and independent contractors and any volunteers assisting it in connection with the Event.

“Vehicle” means 4WD or Bash Car or Creative Car, whichever is applicable to the Event in which you are participating (Refer – The Event)

“VWA” means and includes Variety WA Incorporated, Variety WA and each of its officers, members, employees, agents and independent contractors sponsors and any volunteers assisting it in connection with the Event and includes, but is not limited to, any event worthiness official/inspector or medical practitioner appointed or recruited by VWA, any Event Co-ordinator, Event Official or Mobile Workshop personnel.

“VWA Board” means the Board of Variety WA Incorporated.

“VWA Board Member” means a member of the VWA Board.

2 Code of Conduct

Participants are representatives of VWA and or Variety Australia and should conduct themselves in accordance with the Variety WA Values and Code of Conduct (and other attachments), both on the Event and in all lead up events. Participants should familiarise themselves with the values of the Charity prior to the Event.

2.1 Parents/Guardian Consent

Participants must ensure that all interactions with minors in association with Variety WA events will be subject to the attached Child Protection Policy.

2.2 Withdrawing Participants

Participants may not be permitted to continue to drive on the Event and may be required to leave the Event immediately and without warning if in breach of, but not limited to, the following conditions;

- A. Actions that compromise the safety of Event and or participants and or members of the general public.
- B. Detection by the Police or Event Manager of driving while under the influence of drugs and or alcohol (in excess of the prescribed legal limit). The Event Manager and Officials reserve the right to use breath detection or drug testing equipment to test participant drivers at any time during the Event.
- C. Detection by Police or the Event Manager of excessive speed or other breach of road rules, (in accordance with the rules and regulations of the Road Safety Act) and or dangerous driving.
- D. Assault – physical or verbal; including sexual harassment, racial abuse and any conduct that humiliates or degrades fellow participants or any other person whether associated with the event or otherwise. VWA will not tolerate conduct of this nature. Any incidents should be reported to the:
 - I. Event Manager, verbally and in writing
 - II. Police at the first opportunity, (solely at the discretion of the person reporting the charge).
- E. VWA Event participants are expected to display mutual respect and dignity towards their fellow participants, contractors, volunteers, any member and or staff of VWA.
- F. Bringing the name of VWA and or Variety Australia into disrepute.
- G. Drunkenness.
- H. Offensive and or lewd behaviour.
- I. Tampering or altering with;
 - I. Road signs
 - II. Event caution or directional signs
 - III. Other vehicles
 - IV. Other people's vehicles, property or possessions.
- J. Vandalism.
- K. Refusing to obey reasonable directions from the Event Manager or Officials.
- L. Inappropriate or offensive use of social media (see attached Social Media Policy)

Any participant ejected from the Event may be automatically excluded from any future VWA motoring Event.

These provisions may also apply to all team members and any transgressions by individual team members may result in the exclusion of the whole team. The behaviour of a team member reflects on the whole team. Variety WA will not be responsible for any costs incurred as a result of ejection from the Event.

2.2.1 Dispute resolution

The Events Manager and the On-Event Disciplinary Committee is formed to resolve disputes of any nature. The Manager and the Committee will hear evidence from all parties involved in the dispute and any witnesses in order to arrive at a decision. The On-Event Committee is only formed in disputes of a serious nature. All other disputes are determined at the discretion of the Event Manager. Once the decision of the Event Manager or On-Event Committee is made to

require a participant (or team) to leave the Event the participant (or team) must leave immediately. The decision may be appealed at a later date (refer clause 2.2.2).

2.2.2 Rights to an appeal hearing after the Event

The Participant has the right to an appeal hearing after the completion of the Event via an impartial Tribunal hearing by VWA constituting board members of VWA not attending the Event. The Tribunal will hear all grievances over the incident and then make a decision as to whether the person/s involved will be permitted to attend other and future Events. This clause does not affect the rights of the Event Manager or the On Event Committee to withdraw an entrant under clause 2.2 whilst on the Event.

2.3 Illicit Drugs or Criminal Conduct

The use by a Participant of any illicit drugs or involvement in any criminal conduct may result in the person/s concerned being immediately withdrawn from the Event. Such persons may not be permitted to participate in any future VWA Events. Please note criminal conduct includes the breaking of road rules.

2.4 Additional conditions of Entry

Further conditions of entry may be drawn up by the Event Manager and distributed in writing to all Event Participants wherever practicable, however during the period of the Event the Event Manager may specify further conditions verbally where it is impractical to provide notice of the same in writing to the Participants.

2.5 Social Media

The use of Social Media (including but not limited to Facebook, Twitter, Instagram, Google+, LinkedIn, WordPress/Blogger, YouTube/Vimeo, iTunes/Podcasting) by a participant is encouraged, however participants are reminded that posts on personal social media accounts, that relate to, or identify their association to Variety WA will be subject to the Social Media Policy (copy available upon request from Variety WA office). All participants should be mindful that any posts on their personal social media account that could have a negative impact on the Variety name and it's standing in the community, may be subject to disciplinary action.

Conditions of entry are subject to change without notice.

The decision of the Event Manager regarding any matter is final.

A breach of the Code of Conduct as defined in this document could damage the integrity of Variety WA, put at risk the future of the Event and the Charity, or negatively affect the enjoyment of the other event participants.

3 Designated Driver Accord

By signing the Motoring Events Official Conditions of Entry contained herein, you agree and acknowledge:

- A. that you hold a current and valid Australian Driver's License at the time of the Event
- B. to comply at all times with the legislated road laws, applicable to the Australian state/s in which the Event is being held;
- C. to be bound by the Designated Driver Accord of VWA; and
- D. that you are fully conversant with the VWA policy, as described in this section, in relation to being under the influence of alcohol and or drugs when driving as a participant in a VWA motoring Event.
- E. to wear the prescribed item of apparel to signify that you are the designated driver of that vehicle. As the designated driver, you accept that you may be subjected to alcohol and drug testing at such times, as are designated by the Event Manager, which testing may be undertaken by any person designated to do so by the Event Manager, and you are willing to comply with said testing and subsequent results.
- F. not to consume drugs and or alcohol whilst driving on the Event, nor at any of the fun or meal stops during your time as designated driver, and you will exercise due restraint in the consumption of alcohol leading up to any time as designated driver, to ensure that you are at all times within the rules relating to drink driving and to ensure that you are at all times in a condition that would allow you to drive safely in all the circumstances.

4 Rules and Regulations

The rules and regulations have been set down by VWA and the Event Manager and may be amended at any time as seen fit by the Chief Executive Officer of VWA, the Event Manager and or the Event Chairperson.

4.1 Entry

Event Entry;

- A. Is personal and not transferable. The person who obtains the entry for the vehicle is the Captain. Individual car members are subject to the same entry process and must complete an Event Entry Form.
- B. Each year entries are invited and accepted at the discretion of the Chief Executive Officer of VWA and / or the Event Manager. Accepted entries may be revoked at discretion of Chief Executive Officer and/or Event Manager at any time during the lead up to the event.
- C. Place preferences are given to participants from previous VWA Events
- D. For the sponsors, volunteers and supporters enjoyment of VWA Events, all Event entrants will be required to behave in a manner which is supportive of the Variety WA board, staff and officials and encourages other participants in their ongoing support of and involvement with future Variety WA events and activities.
- E. Complaints are to be dealt with as per the Variety Complaints policy and procedures. See Complaints Policy attached.
- F. The Event Entrant will be required to complete, read and sign prior to the commencement of the Event:
 - I. An entry form and this document, thereby undertaking to abide by all the statements contained therein.
 - II. And any other forms/information that VWA may see fit to request, but not limited to;
 - next-of-kin contact details
 - food preferences
 - allergies and medical details
 - III. Event Entrants are required to register before the Event registration cut-off date provided. After registration participants receive OEV and fundraising information as a part of their notification of acceptance of registration.
- G. In the interests of safety, insurance and Event management, the requests and directions of all persons designated by VWA to be Officials ("Officials") will be observed at all times.

4.2 Prerequisites

- A. All Event Entrants must be 18 years of age or over.
- B. Each vehicle will carry a minimum of two and a maximum of four people; this may be varied at the Event Manager's discretion.
- C. All Event Entrants who will be driving during the Event must have a current driver's license and provide a copy with the entry form

4.3 Entry Fee, Donation, Payment of levy and other

- Refer – The Event

4.4 Meals, Merchandise, Entertainment & other daily costs

- Refer – The Event

4.5 MEMBERSHIP

All Event Entrants, officials and support crews must be a financial member of VWA at the time of the event. Fees applicable to membership are charged annually. There are two categories of membership:

- A. Ordinary Membership
 - o Benefits:
 - Voting rights at the VWA Annual General Meeting and Special General Meetings
 - Right to nominate for a VWA Board position

- Right to vote in the VWA Board of Management elections
- Attend a VWA motoring event

To become an Ordinary Member contact the VWA office for an application form, this must be proposed and seconded by existing Ordinary members and will be submitted to the Board for approval. Fees will be charged annually or may form part of the Motoring Event Fees.

B. Associate / Event Membership

- This category is the minimum level of Membership required in order to participate in a VWA motoring event.
- Benefits:
 - Attend a VWA motoring event.

To become an Associate Member complete the Participant Entry Applicant form and remit payment to VWA. Fees form part of the Motoring Event Fees.

4.6 Refund of monies

VWA will not refund:

- | | |
|--|--------------|
| - Entry Fee | - Membership |
| - Event Expenses | - Donations |
| - Additional tickets for event functions | |

VWA will endeavour to consider each case on merit, and where viable, alternative options may be considered.

5 Vehicles and Equipment

5.1 Registration

All Event vehicles must have current registration papers and documents required at Event Worthiness, copies of these documents must also be submitted to VWA:

- A. Insurance, minimum third party is required
- B. Vehicle Registration
- C. Current Drivers Licenses

5.2 Vehicle preparation and Event Worthiness

The cost of preparing, maintaining and, where necessary repairing your vehicle, is your personal responsibility.

- A. Event Worthiness of all vehicles will take place on a date and time that will be advised to all participants, at least one month prior to the Event.
- B. The authorised user of the vehicle is at all times responsible for the mechanical condition and safety of the vehicle and it is always the participant’s sole decision to start and continue in the Event.
- C. Vehicle will be assessed for Event Worthiness by a VWA approved qualified person (Event Worthiness Inspector) on a nominated day or for vehicles outside of the Perth region, by a suitably qualified mechanic who must be provided with the mandatory safety equipment and check list. Their directives must be adhered to by all participants.

Event Worthiness is a free service provided to:

- D. assist the participant to comply with the obligation to, at all times, ensure that the vehicle is properly equipped for the purpose of starting in the Event,
- E. check that all vehicles are registered and insured and that all drivers hold current drivers licenses,
- F. ensure that all equipment (refer Annexure A – Equipment Schedule) is operational
- G. to determine that all vehicles conform to the rules of the Event, and

- H. to determine that all vehicles have number panels, numbers and the official sponsors' logos affixed and prominently displayed.
- I. Vehicles not assessed for Event Worthiness may be excluded from participating in the Event.

Event Worthiness is not a complete check of the vehicle, only an aid, and there is no guarantee that all omissions or defects will be found.

The Event Worthiness Inspector's role is to advise the Event Manager that the vehicle has been inspected and meets with the Event Worthiness rules and requirements in terms of the minimum standard of safety equipment.

Passing Event Worthiness is no guarantee, and implies no representation by the Event Worthiness Inspector or VWA that the vehicle is safe, mechanically sound or fit for the purpose of completing the Event.

Vehicles which fail to pass the final Event Worthiness for mandatory equipment will not be permitted to start or continue in the Event.

ALL VEHICLES MUST BE REGISTERED, INSURED AND ROADWORTHY

5.3 Field Event Worthiness

The Event Manager or Officials can, at any time, require that a vehicle undergoes a field Event Worthiness check to ascertain if there is any reason to suspect the vehicle does not comply with the minimum specifications of the Event.

Field Event Worthiness will be carried out at the convenience of the Event Manager and any ruling by the Field Event Inspector must be complied with before the vehicle can continue on the Event.

In the Event of a mishap during the Event, you may replace the vehicle, provided that suitable arrangements are made to have the original vehicle transported home. The replacement vehicle must then be inspected by the Field Event Inspector and fitted out with the appropriate safety equipment and stickers. The original allocated Official Entrant Vehicle number will not change.

Field Event Worthiness of a vehicle implies no representation by the Field Event Inspectors or VWA that the vehicle is safe or mechanically sound or fit for the purposes of completing the Event.

5.4 Fuel

Carry sufficient fuel (in jerry cans, if necessary) to cover 500 km between refuelling.

5.5 Lights

An operational rotating amber rear dust light MUST be fitted (as high as possible) to the vehicle

- A. This dust light should ONLY be turned on whilst the vehicle is travelling off bitumen roads and should be removed at the conclusion of the Event.
- B. Flashing red and blue emergency lights are NOT permitted under any circumstances.

5.6 Odometers

As many vehicles will be travelling with non-standard tyres, odometers should be checked over a measured distance. Route instructions will be given in kilometres. It is essential that the vehicle's odometer or trip metre is working effectively.

5.7 Radio's

All vehicles must be fitted with an operating UHF radio (hand held radios are not permitted)

- A. A UHF radio is required so that you can:
 - warn other drivers of your intention to pass
 - warn other drivers behind you of any impending danger, or oncoming traffic
 - contact the doctor in case of a medical emergency
 - advise the Sweep or an Official in the Event of a breakdown
- B. In the Event of an emergency, you should avoid using your UHF for routine chatter, unless you are directly involved in the emergency.

Only use the UHF for the reasons above. If the airwaves are clogged through general chatter, then you may hinder the passage of important information, or delay a response to an emergency.

5.8 Door panels and official entrance vehicle numbers

VWA will provide door panel blank stickers for numbers, a windscreen banner and advertising stickers, which must be placed on the OEV for the duration of the Event.

- A. Place them on the vehicle as soon as possible to provide publicity for the Event, to get value for the sponsors and to draw attention to you as a participant.
- B. OEV – identification numbers, which are NOT provided by VWA, must also be affixed to your vehicle (numbers available from BCF):
 - both door panels - 2 sets of black identification numbers (150mm high) are to be provided by participants and placed on the blank door panel stickers provided by VWA
 - top left of the windscreen (1 set x white identification numbers 100mm high)
 - top right of the rear window (1 set x white identification numbers 250mm high)

Other stickers

- C. Official sponsors' stickers will be provided by VWA and must be prominently displayed on each vehicle.
- D. You may display your personal sponsors' stickers on your vehicle.

6 Fundraising and Sponsorship

6.1 What you need to know before you start raising funds for Variety WA

As a Deductible Gift Recipient (DGR), VWA must strictly adhere to the rules and regulations of the Australian Taxation Office (ATO). A breach of these rules may jeopardise VWA's status as a licensed charity.

The ATO states; "a donation is a transfer of money made voluntarily and no material benefit or advantage is received by the donor".

Not all money received by a DGR will be issued with a tax-deductible receipt, such as:

- Purchase of raffle tickets
- Purchase of auction items
- Purchase of chocolates, pins, pens etc
- Purchase of tickets to balls, lunches etc
- Membership fees
- Companies that require an invoice in return for advertising, products or services (invoice to be issued by VWA. These funds will be invoiced with GST. (refer ATO for advice on Company Tax deductibility)

A tax-deductible receipt will be issued for any donation over \$2. (A donation is the gift of funding without receiving anything materially in return).

This document does not constitute tax advice, it is provided as an explanation of VWA's DGR status.

Please contact VWA office directly for more information.

Source: Australian Taxation Office; Contributions to DGR's – Gift Pack

6.2 Fundraising Rules

Participants should observe the following when raising funds or seeking sponsorship.

- All fundraising activities should be appropriate for VWA as a children’s charity and not include any activities which may bring the charity into disrepute, as per the VWA Community Fundraising Policy (available on request from VWA office).
- All participants agree to abide by the VWA Community Fundraising Terms and Conditions, issued to participants upon entry.
- All monies raised by you through sponsorship, functions, raffles etc must be officially receipted by VWA.
- On confirmation of your registration you will be provided a link to online fundraising website Everyday Hero. This link will enable you to create an online fundraising page specific to your car, that you can share with your networks, that is administered by VWA.
- Any fundraising Events held by you or on your behalf must clearly identify the Event with the full name of the Event “fundraiser”.

VWA is fortunate to have many volunteers fundraising in the community; however this can sometimes cause confusion between ‘official’ VWA Events and those of our volunteers.

To reduce confusion, any promotional material produced for fundraising functions should clearly include the OEV number – for example ‘Raising funds for ‘full name of the Event and OEV # and WA’s special children’ (**refer – The Event**). We encourage you to include a copy of the ‘proudly supporting Variety’ logo in your promotional material, however, use of the general VWA logo is not permitted without this wording (refer “Variety WA, Event Logo & Sponsor’s Logos” section below).

It is important to ensure that your sponsors are aware that their cash donations will directly assist sick, disadvantaged and special needs children, and to emphasise that you and your crew are meeting the cost of your meals, merchandise, fuel, accommodation, and the preparation, maintenance and, where necessary, repair of your vehicle.

6.3 Receipt of & Accounting for Donations & Sponsorship Payments

- The normal procedure for submitting your donor or sponsor payments is to mark your OEV number on the back of the cheques and submit to the Variety WA office, together with full details of the name and address of the donor/sponsor so that Variety may issue an appropriate Gift/Donation receipt.
- Sponsor or donor cheques should be made out to Variety WA, **not to you**; otherwise the sponsor/donor will not be able to receive a receipt from Variety, which is essential for claiming a tax deduction.
- Donations can be deposited directly into Variety WA’s bank account:

<ul style="list-style-type: none"> – Donations: Variety WA Inc - Gift Account Westpac Bank BSB 036-037 Account number 346499 	<ul style="list-style-type: none"> Sponsorships etc: Variety WA Inc - Operations Account Westpac Bank BSB 036-037 Account number 346472
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- Quote your vehicle number e.g.: “OEV 27” on the deposit.
- Advise deposit and receipt details to VWA accounting department via email to:
 - maryna.victor@varietywa.org.au
- Receipts will only be issued for donations received by VWA. Receipts cannot be issued for parts or goods donated for the OEV.

If you are unclear about any of the above please contact the VWA office.

6.4 Variety WA, Event logo and sponsors logo’s

The official Variety WA logo must not be used on any documentation without prior written approval from the VWA Chief Executive Officer. The use of the standard Variety WA logo or any other intellectual property belonging to Variety WA is not permitted to be placed on letterheads, advertisements, fliers or tickets or any other medium.

- A ‘proudly supporting’ logo, however, may be used in all fundraising promotions and on all printing and advertising material (raffle tickets included). An electronic copy of the ‘proudly supporting’ logo can be obtained from the staff in the Variety WA office.
- The windscreen, driver and front passenger door panels are reserved for VWA Event sponsors’ logos and the OEV number. You may display your own sponsors’ logos elsewhere on your vehicle.
- You must have your sponsors’ permission to use their logos etc and this should be confirmed in writing if they have not supplied you with the promotional material.
- If you think there may be a conflict with one of Variety WA’s sponsors please check with the Chief Executive Officer before the Event.

You may not be able to display the logos of the competitors of major event sponsors. Please refer the VWA office for clarity.

The Chief Executive Officer retains the right to make the final decision on sponsorship matters, and the Chief Executive Officer or the Event Manager may rule that there is an unacceptable conflict of sponsors’ logos and you may be required to remove the conflicting logos from your vehicle.

7 En Route

7.1 Route instructions and convoy procedures

Do not leave the prescribed route without the permission of the Event Manager.

If the Event Manager is not available, speak to an Official. We must know where everyone is at all times.

- You will receive route instructions for each of the AM and the PM stages of each day (occasionally the AM & PM stages are combined).
- Do not deliberately deviate from the route. Deliberately travelling on a dirt road/track closed by the Event Manager due to it being affected by adverse weather conditions is prohibited, and may incur a fine by the local authority or Police.

Where we use route notes examples of the basic instructions are as follows:

- **TR**- Turn Right
- **KL** - Keep Left
- **SO** - Straight On
- **GATE** (leave it as you find it)
- **GRID**
- **“C”** - CAUTION
- **“CC”** - MORE CAUTION
- **”CCC”** - STOP AND LOOK BEFORE PROCEEDING

7.2 Route markers and Caution signs

The lead vehicle may lay out a number of Route Markers on sections of the route

There are four markers in general use and you must be familiar with them and heed them

- An arrow which will indicate the direction to follow
- A ‘C’ indicates that caution is required – slow down
- 2 ‘C’s’ i.e. **“CC”** indicate double caution - slow 5-10km
- 3 ‘C’s’ i.e. **“CCC”** indicate extreme caution - **“stop”, then proceed slowly**

7.3 Overtaking

The driver of any vehicle wanting to overtake another Event vehicle **must** signal by radio communication (or by sounding the horn or flashing lights if the radio is not functioning).

The driver of the front vehicle must allow the following vehicle to overtake at the first safe opportunity, by moving to the side of the road and, if necessary, slowing or stopping.

If the driver of the front vehicle considers it unsafe to be overtaken at that time, they must immediately advise the driver of the vehicle behind, it is not safe to overtake.

This protocol is for safety and courtesy.

7.4 Litter

Litter is not to be thrown from any vehicle. Carry all litter with you and dispose of carefully in appropriate receptacles at the next stop.

7.5 Gates and Fences

Gates and fences must be left exactly as you find them.

If you cause any damage to gates or fences you are required to report any such damage immediately to the Event Manager or an Official. Arrangements will then be made to repair or compensate the land owner for damage.

You **do not**:

- Affix stickers to gates and signs
- Wire shut or padlock any boundary or paddock gates
- Smear grease over gates or accessories thereto

7.6 Livestock

Any collision with livestock must be reported promptly to the Event Manager or an Official. The owner can then be notified and compensated.

7.7 Firearms, fireworks and flares

Are strictly prohibited.

Flares will be for emergency use by Officials only, unless special dispensation in writing has been obtained from the Event Manager.

7.8 Medical Officials & Personal Medical details

- A. VWA endeavours to recruit a medical practitioner to accompany the Event. The medical practitioner is there to assist on the Event, carrying a limited range of equipment, drugs and resources, therefore neither VWA nor the medical practitioner will be responsible for any problem that arises due to any treatment or lack of available treatment for any participant.
- B. **It is extremely important** that the Medical Particulars form is completed prior to commencement of the Event. **You must** include details of any condition that has the potential to affect you on the Event and any medications you are taking.
- C. The information is held in strictest confidence and only accessed in case of an emergency. Originals and copies (copies are held if for some reason the medical practitioner is not available) are held by:
 - Original - the Event Medical Practitioner
 - A sealed copy - the Event Manager
 - A sealed copy – the CEO of VWA
- D. Access to the person's medical particulars by another appropriately experienced Event participant may be critical to that person's care.
- E. If VWA is unable to recruit a medical practitioner, your original Medical Particulars form will be held, confidentially, by the Event Manager.
- F. It is your responsibility to carry sufficient quantities of your medications, and any relevant equipment. There is the possibility that adverse conditions may result in not being able to stay with the planned itinerary and cause delays in remote locations.
- G. You must advise your team members and VWA of any potential life threatening medical condition you may have that could potentially endanger your life or that of your team members and others. This will also assist people in being able to attend to you in some form in an emergency.

8 Risk Warning

The Participant acknowledges and agrees:

1. that the activities to take place in the Event, particularly the driving of vehicles for long periods in varying terrains, is an activity that carries a risk of injury or death;
2. they accept their activity in the Event is entirely at their risk;
3. they have fully informed themselves of the risks of potential injury or harm or loss or death that may arise out of or as a result of participation in the Event;
4. they have freely and voluntarily consented to the risk of injury or harm or loss or death as a result of their participation in the event.

9 Indemnity

Official Entrant Vehicle No: _____

Tick Event: Bash 4WD Creative Car Cruise

The Participant agrees and acknowledges;

- A. Variety WA accepts no responsibility for any Claim or Demand.
- B. They will not make any Claim or Demand against Variety WA.
- C. They will adhere to the Conditions of Entry and attachments of the Event whilst participating, at all times.
- D. They will abide by the VWA Community Fundraising Terms and Conditions
- E. They will comply with all laws and legal requirements; and
- F. They will comply to all directions of the Event Manager; covering but not limited to:
 - safety
 - undergo drug and alcohol tests
 - Designated Driver to cease participation in the Event if the Designated Driver has a blood alcohol in excess of that permitted by law
- G. Cease participation in the Event if, in their opinion, it is in the interest of the safety of the Participant or other Participants. They will not advance, institute, prosecute, cause, procure, finance or support directly or indirectly the advancement, institution or prosecution of any proceeding of whatever nature, including (without limitation) any examination, inquiry or investigation, against Variety WA or any Landowner jointly or severally which relates to or touches upon the Event or the carrying out of the Event.
- H. They release and forever discharge VWA, its servants, officers, volunteers and agents and any Landowner from all/any Claims or Demands, whether known or unknown arising out of or relating to the Event or the carrying out of the Event.

The Participant releases and indemnifies and holds harmless and will keep indemnified and hold harmless:

- I. VWA, its agents, officers, volunteers and servants and Participants from all Claims or Demands, whether known or unknown, by the Participant or any person claiming through them against VWA arising from or related to, either directly or indirectly, the Event or the carrying out of the Event;
- J. Any medical practitioner appointed or recruited pursuant to clause 7.8 from all Claims or Demands whether known or unknown by any person arising from or related to, either directly or indirectly, the Event or the carrying out of the Event; and
- K. Each Landowner, from all Claims or Demands, whether known or unknown, by any person against the Landowner arising from or related to, either directly or indirectly, the Event or the carrying out of the Event.

This Agreement will not be affected or altered except by VWA including where the Participant has been induced to participate in the Event by representations made by or on behalf of VWA. The Participant acknowledges that they have not relied on any such representation by VWA.

This Agreement is subject to the Motor Vehicle (Third Party Insurance) Act 1943 as amended and the Civil Liability Act 2002 as amended.

This Agreement is to be construed as preserving any right or remedy any Participant may enjoy under the Motor Vehicle (Third Party Insurance) Act 1943 as amended.

This Agreement is governed by and construed in accordance with the laws of Western Australia.

By signing the “official conditions of entry” you acknowledge YOUR ACCEPTANCE of all that is contained herein and covering any additional documentation that is required by VWA, such as but not limited to; Official Entry Form, Medical Particulars Form, The Event – What it’s all about, Variety WA Values and Code of Conduct, Child Protection Policy, Social Media Policy, Community Fundraising Policy.

Print full legal name of Participant

Signature of participant and dated

Print full legal name of witness

Signature of witness and dated

Please sign and return this page to:

*Variety WA, The Event Coordinator, PO Box 669, Victoria Park 6979
Email: motoring@varietywa.org.au, Fax No: 9355 5122*

Annexure A

Equipment Schedule

Mandatory Equipment, (Bash, CCC and 4WD ONLY)

This is a guide only and additional items may be required from time to time

	Min Quantity		Min Quantity
(Interior) First Aid Kit Fire Extinguisher (<i>current</i>) UHF Radio 40 channel Aux wiring identification Seat belts - front and rear Luggage Barrier (<i>wagon only</i>)	1 1 Installed 1 map Fitted Fitted	(Exterior) High Brake light Front and rear tow hitch Tail shaft loop Rear revolving light and cover Exhaust secure Sump guard Engine tie downs Reinforced shock absorber mounts Tank Guard Mud Flaps Vehicle Stickers (<i>refer clause 5.8</i>)	Installed Installed Installed Installed Installed Installed Installed Installed Installed Applied
Tyres and rims (<i>spares</i>) Tyre repair kit & valves Wheel nut & studs Inner tube to suit tyre & wheel size Jack, jack plate and wheel brace Wheel chocks Air compressor/tyre pump Wheel Bearings – rear Wheel Bearing - front	2 1 2 sets 1 1 1 1 set 2 sets 2 sets	Tool Kit Grass Hook Shade cloth or fly wire (<i>use as grass seed screen over grill & radiator</i>) Shovel (<i>fold up acceptable</i>) Snatch strap Tape – 100 mile Spare keys Silastic	1 1 1 1 1 1 1set 1tube
Fan Belts Set of drive belts or uni belt Shock Absorber Rubbers	** ** **	Radiator Hoses – top & bottom Length of heater hose Radiator/heater clamps (<i>various sizes</i>)	** ** **
D rated shackles U bolts	2 2	Fuel Pump Water Pump	1 1
Water Spray Bottle (<i>filled</i>) Water	1 10 litres	Brake Fluid Engine Oil Transmission Oil Globes / Fuses	2litres 2litres 2litres **

- All vehicles will be required to have sufficient fuel for a five hundred (500) kilometre range.
- Jerry cans **cannot** be stored in the passenger compartment and **MUST** be tied down.
- ** Where minimum quantity is not provided; use your judgement

Optional Equipment (Bash, CCC and 4WD ONLY)

Bring any other equipment that your experience of your vehicle dictates, however the following optional items are recommended:

- *this is a guide only, additional items may be required from time to time*

Rear Axles Spare injector (4WD) Jumper Leads Fuel filter Tie down straps Padded rollover protection Rear Wheel Carrier Rubbish Bag Funnel with gauze filter Length of fuel hose Windscreen washer fluid Electrical terminals & wire Tyre levers & bead breaker Jerry Can/s		De watering fluid Epoxy glue Hand cleaner & rags Diff oils Insulation & duct tape Tie wire Ground sheet Axe / Tomahawk Nuts and bolts Spark plugs, points, distributor cap, plug & leads
--	--	---

Utensils/drinks/meals etc.

At mealtimes, you may need to bring with you, in quantities to cover the number of persons in the vehicle:

- Wine glasses and/or stubby holders
- Drinks, if required
- Corkscrew /bottle opener
- pre-dinner nibbles, if desired
- garbage bags – what goes into a camping area e.g. cans, stubbies, bottles, paper plates, serviettes, plastic drinking and eating utensils, must come out again and be disposed of in a proper manner

Carry additional food in case of emergency

Annexure B

Official Entrant Vehicle Release and Indemnity

I, _____

Of _____ State _____

Is the owner/authorised** user of the VWA official entrant vehicle No*** _____ participating in (tick event)

Bash 4WD Creative Car Cruise

1. I am / am not** the registered owner of the Event vehicle, OEV No*** _____, being Motor Vehicle Registration No. _____.
2. The Vehicle is a VWA Official Entrant Vehicle in the 20_____ motoring Event (Event)
3. I certify that the vehicle has been fully inspected by a Qualified Automobile Mechanic, Automotive Electrician and is roadworthy under the rules of The Road Traffic Act of Western Australia.
4. The vehicle is insured
5. If you are not the legal registered owner, the registered owner must sign below giving permission for you to be the authorised user in charge of the VWA official entrant vehicle and must also attest to these statements by signing below.

I/We** hereby release VWA, (as defined in the Terms and Conditions) of all and any liability whether in tort, contract or otherwise arising from an alleged breach of duty of care by these persons to me.

I/We** agree to abide by the Terms and Conditions of Entry to the Event.

I/We** agree that all Participants travelling in the Vehicle have signed the Terms and Conditions of Entry.

Print full legal name of legal registered Owner

Signature of legal registered Owner and dated

Print full legal name of Authorised User

Signature of Authorised User and dated

The nominated Captain is not always the legal registered Owner or Authorised User, do not sign if you are not the Owner or Authorised User

** (delete if not applicable)

***OEV (Official Entrant Vehicle Number, if you do not have a number contact the Event Coordinator at VWA)

Please sign and return this page to:
Variety WA, The Event Coordinator, PO Box 669, Victoria Park 6979
Email: motoring@varietywa.org.au, Fax No: 9355 5122

VARIETY WA VALUES & CODE OF CONDUCT

1.0 Purpose

The *Variety WA Values and Code of Conduct* is designed to encourage anyone considered to be representing Variety WA, to conduct themselves in a manner which reflects Community expectations of a respected Children's Charity whilst appropriately safeguarding the integrity of the organisation and its stakeholders.

2.0 Scope

This policy applies to anyone who would be considered to be representing or would be reasonably seen to be representing Variety WA.

This would include but not limited to

- Staff members
- Board members
- Committee members
- Ordinary, Associate and life members
- Variety Ambassadors
- Officials on and in the lead to Variety events and activities
- Contractors on and in the lead up to Variety events and activities
- Entertainers on and in the lead up to Variety events and activities
- Participants on and in the lead up to Variety events and activities
- Volunteers on and in the lead up to Variety events and activities
- Sponsors on and in the lead up to Variety events and activities
- Variety Prize/auction winners
- Individual Grant recipients and their families
- Organisational grant recipients and any representative of their organisation
- Variety program participants and their families.

3.0 Variety WA mission

Empowering Western Australian children who are sick, disadvantaged or have special needs to live, laugh and learn.

4.0 How we help

By giving practical equipment, programs and experiences, Variety helps children to overcome the obstacles they face – and helps kids be kids. We operate three core programs:

Variety Caring for Kids Program

Helping kids live happy, healthy lives by providing essential medical and care equipment like nebulisers and electric beds for families at home, as well as supporting WA paediatric hospital wards, children's respite and rehabilitation centres and more.

Variety Future Kids Program

Helping children to follow their dreams, reach their full potential and simply have fun, through the provision of specialist computer packages, communication devices, scholarships, camps, regional and special education school support, sensory playgrounds and more.

Variety Freedom Program

Giving the gift of freedom and independence with tricycles, wheelchairs, specialist car seats and more for individual children, as well as Variety Sunshine Coaches and Liberty Swings for special schools and organizations.

5.0 Our USP

What is our unique selling proposition? What makes us unique?

- We get the right help (with an independent panel of experts making all grant recommendations), to where it is most needed (to children who cannot get help elsewhere and would otherwise fall through the gaps).
- We provide practical and tangible equipment, programs and experiences – we don't simply give cash.
- Our grants and programs deliver long term and very real benefits.
- We fundraise in unique and entertaining ways – leveraging our show business connections – keeping the 'fun' in fundraising.

6.0 Our brand personality

If Variety were a person, we would be described as:

- Wholehearted
- Fun loving
- Generous
- Caring

7.0 Our brand values

The Variety brand is based on three values:

- **Goodness** - adding value to the world, in an honest, genuine way.
- **Action** - the end result is our focus, we get the job done.
- **Entertainment** - building from goodness and action, it is always done in the spirit of making life happier. Derived from our heritage, the giving nature of entertainers and the joy they spread is a value we need to retain and share.
-

8.0 Our core values

Our Core values are applied in keeping with community expectations of a high profile Children's Charity. This would include

- **Serving the needs of kids is our No. 1 priority** – every decision we make and action we take should be guided by the best interests of our beneficiaries in mind, and maximising the benefit to them.
- **Upholding the Variety brand values** – we should do everything in our power to passionately promote and enhance the Variety brand and the experience and understanding of those that we come in contact with both on Variety events and activities and amongst the wider community.

Respect – we will be respectful of the decisions made by those acting in an official capacity ie board, management, staff, officials and volunteers. Similarly we will treat each other and members of the public with courtesy and respect

9.0 Variety WA code of conduct

The overarching principle with of our code of conduct is that everything we do reflects community expectations of a respected Children's Charity, builds trust in Variety as an organisation and the work that it does and reflects the Core Values above. This is important in order to attract, retrain and impress sponsors, participants, donors, other Variety stakeholders and the general public.

Anyone considered to be representing Variety WA (as listed above) are expected to operate within the code of conduct, breaches of which will be dealt with by the appropriate staff member, board member, official or by a committee or the board depending on the nature and severity of the breach. The type of action taken for breaches of the code could include, reprimand, warning, exclusion from Variety events or activities or in extreme cases expulsion from the charity.

The code of behaviour includes

1. Ensuring actions and behaviour support the interests of the charity and not other or self-interest. Any conflict of interest that arise at any stage should be disclosed as soon as practical.

2. Ensuring the Variety brand is not brought in to disrepute such as
 - a. Actions that compromise the safety of participants or members of the general public.
 - b. Use of illicit drugs or criminal conduct.
 - c. Inappropriate or offensive entertainment/activities on Variety events or in lead up events, particularly entertainment/activities that makes reference to a person's race, gender, appearance, sexual orientation, religion or disability.
 - d. Posting of inappropriate or offensive material on Social Media. (refer Social media Policy)
 - e. Drunken, offensive or lewd behaviour.
 - f. Physical or verbal assault or any conduct that humiliates or denigrates any other person with regards to race, gender, appearance, sexual orientation, religion or disability.
3. Ensuring that new and existing Variety supporters are encouraged in their support of Variety and to continue to do so. Existing supporters should endeavour to encourage and assist new supporters wherever possible.
4. Desist from actions that cause embarrassment or discomfort for other participants or the general public including in those relating to race, religion, gender, appearance, sexual orientation or disability.
5. Displaying mutual respect and courtesy towards other Variety WA representatives (as listed above) and the general public and using appropriate language and content when communicating with them. This would include individual and group face to face interaction, telephone conversations, emails and social media.
6. Refrain from public criticism of Variety board, management, staff or officials. If complaints are to be made about decisions or behaviour of those in official capacity it should be addressed through the proper channels ie in accordance with the Variety Complaints policy and procedure and should not be discussed with others in a public forum (unless by prior agreement). Public criticism of the organisation and those in an official capacity is detrimental to the interests of the charity.
7. Abide by the requirements of charity sponsors. For instance a requirement of Healthway sponsorship is that all events must be smoke free, and alcohol served responsibly.
8. Abide by our child protection policy when interacting with children (including ensuring consent is given for child images taken).

10.0 Governance

Policy Owner Division	Finance and Administration				
Policy Owner Position/Title	Chief Financial Officer				
Version Number	1.0	No of Pages	5		
Prepared By	M Pailthorpe	Position	Chief Executive Officer		
Approved By	Board	Date Approved	21 November 2016		
Date First Issued	17/11/16	Date of last Review		Date of next Review	21/11/17
Amendment History (expand as needed)	Date & Reason				
	Approved by				
Policy Location					
Related/Supporting Procedures					
Associated / Supporting Forms					
References					

VARIETY WA CHILD PROTECTION POLICY

1.0 Purpose

The *Variety WA Child Protection Policy articulates Variety WA's zero tolerance approach to child abuse. It provides the framework for managing and reducing risks of child abuse by persons engaged in delivering Variety WA Program activities and events.*

2.0 Risk Management Strategy for Child Protection

Under this Policy, Variety WA is further enhancing its approach to child protection through risk assessment and risk management procedures for all Variety WA activities, clear procedures for raising concerns about child abuse and training staff on child protection matters.

2.1 The Commission for Children and Young People and Child Guardian Act 2000 (the Act) requires people who work in regulated employment with children under 18 years of age, whether in a paid or voluntary capacity, to undergo a Working with Children Check.

2.2 The Act requires organisations that employ people who work in regulated employment with children, whether in a paid or voluntary capacity, to implement a Risk Management Strategy for Child Protection.

2.3 The Commission for Children and Young People and Child Guardian defines a risk as "anything that can cause harm or loss to a child or young person". The Child Protection Act 1999 defines harm as "any detrimental effect of a significant nature on the child's physical, psychological or emotional wellbeing".

2.4 Regulated employment includes employment by an Association where the usual function of the employment includes, or is likely to include, providing services directed mainly towards children..

3.0 Statement of Commitment

3.1 Variety WA is committed to providing a safe environment for all children that participate in the association's activities and/ or who come into contact with association's Employees, Volunteers, Fundraisers and / or event participants.

3.2 Variety WA is committed to protecting children from people who are unsuitable to interact with them and will ensure that all Employees and Volunteers that work for Variety WA are assessed for their suitability to work with children.

3.3 Variety WA acknowledges that its staff, volunteers, fundraisers and event participants provide positive experiences for children, and aims to ensure that this continues whilst having policies and practices in place to protect children from harm.

4.0 Application

4.1 This policy applies to the following but not limited to

- Staff members
- Board members
- Committee members
- Ordinary, Associate and life members
- Variety Ambassadors
- Officials on and in the lead to Variety events and activities
- Contractors on and in the lead up to Variety events and activities
- Entertainers on and in the lead up to Variety events and activities
- Participants on and in the lead up to Variety events and activities
- Volunteers on and in the lead up to Variety events and activities
- Sponsors on and in the lead up to Variety events and activities
- Variety Prize/auction winners
- Individual Grant recipients and their families
- Organisational grant recipients and any representative of their organisation
- Variety program participants and their families.

5.0 Working with Children Check

5.1 The Commission for Children and Young People and Child Guardian conducts a Working with Children Check to assess a person's suitability to work with children and to determine whether they are eligible for Working with Children certification.

5.2 Variety WA board and committee members, volunteers, fundraisers, event participants, contractors, and associated organisations are encouraged to obtain a Working with Children certification regardless of how often they come into contact with minors.

6.0 Child Protection Strategies

6.1 Variety WA acknowledges that any form of abuse against children is a serious offence and must be treated accordingly.

6.2 Variety WA will:

- a) Carefully select and screen all staff and volunteers
- b) Develop, promote, enforce and review a code of conduct for interacting with children
- c) Ensure that employees and volunteers are adequately inducted and trained to operate within this policy and the code of conduct for interacting with children
- d) Ensure that adequate briefings regarding this policy are given to event participants at the beginning of each event and that the briefings are documented
- e) Comply with state legislation
- f) Maintain a state legislation register
- g) Develop, promote, enforce and review risk management plans for all high risk activities and special events eg. The Variety WA Kids Christmas Party
- h) Ensure that the role of staff and volunteers is clearly defined and communicated before each high risk activity
- i) Ensure that there is adequate supervision of children, by appropriately qualified and trained supervisors, at all Variety WA activities
- j) Ensure that children are accompanied by a parent/guardian/carer and transported to and from Variety events and activities by this person
- k) Ensure appropriate Child/ Carer/ Staff ratios at all times during Variety WA activities
- l) Ensure that Variety WA employees and volunteers are appropriately identifiable by supplying name badges/ tags or other forms of identification
- m) Deal with any breaches of or complaints made under this policy in a prompt, fair and confidential manner
- n) Report any disclosures of suspicions of harm to children to the police immediately
- o) Monitor and review this policy at least annually

7.0 Code of Conduct for Interaction with Minors

7.1 Variety WA requires every individual bound by this policy to:

- a) Ensure that a child safe environment that protects them from harm is provided for all children that participate in the association's activities
- b) Understand and commit to compliance with Australia's Child Protection legislation, and with this policy
- c) Be responsible and accountable for their conduct at all times
- d) Ensure that any physical contact with children is appropriate
- e) Avoid unaccompanied and unobserved activities with children
- f) Use positive and age appropriate language when talking to and in the presence of children
- g) Avoid language and behavior that could intimidate a child
- h) Ensure that the location of events and activities that involve children is child safe and friendly, and appropriate for the activity, ensuring that consideration is given to proximity to roads and waterways, noise levels, lighting, overcrowding, gatecrashers, etc
- i) Ensure that all equipment used in activities that involve children is in good working order, appropriate for the activity, the age range and the capability of the children participating
- j) Ensure that any toys and/ or giveaways provided to children are safe and age appropriate
- k) Ensure that food is not provided to children without appropriate information or permission from parents/guardian/carers
- l) Should it be necessary to transport a child/ children; ensure that transportation is only provided by a driver who is properly licensed, that at least one other responsible adult is in the vehicle, that the

transportation has been approved by a parent or guardian and that the transportation is directly to / from an agreed destination

- m) Ensure that a photo release for minors is obtained from the child's parent or guardian prior to taking any images of a child, and ensure that that authorising parent/ guardian is aware of the way in which the image may be used so that they are giving an informed consent
- n) Ensure that all professional photographers and / or spectators taking photographic/ video images are appropriately authorised by Variety WA and the child/ren's parent or guardian. Mobile phones must not be used to photograph children.
- o) Ensure that any images used do not display personal information such as residential address, email address or telephone numbers, and preferably not both given and surnames.
- p) Ensure that digital and electronic images are formatted in such a way that cannot be altered if downloaded.

8.0 Disclosures of Suspicions of Harm

8.1 Suspicions of harm which may involve a serious offence against a child must be reported to either the relevant Police service or the Department of Child Protection. This should be done by the person to whom the disclosure was made.

8.2 Under no circumstances should anyone covered by this policy attempt to conduct their own investigation to substantiate claims, or attempt to mediate a settlement of the matter instead of notifying relevant authorities.

9.0 Child Protection Code of Conduct

I, authorised representative of Variety WA, agree that while representing Variety WA, I will:

- Treat children with respect regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- Not use language or behavior towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- Not engage children in any form of sexual activity or acts, including paying for sexual services or acts, where under the law(s) applicable to the child (including Part IIIA of the Australian Crimes Act 1914 (Cwlth) as amended), the child is below the age of consent or the act(s) are an offence under relevant laws
- Wherever possible, ensure that another adult is present when working in the proximity of children
- Not invite unaccompanied children into my home, unless they are immediate risk of injury or in physical danger
- Not sleep close to unsupervised children
- Use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium (see also 'Use of children's images')
- Refrain from physical punishment or discipline of children (excluding my own children)
- Refrain from hiring children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- Immediately report concerns or allegations of child abuse

10. Use of Children's Images

When photographing or filming a child, I must:

- Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images
- Before photographing or filming a child, obtain consent for the child and a parent or guardian of the child. As part of this I must explain how the photograph or film will be used

- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
- Ensure images are honest representation of the context and the facts
- Ensure file labels do not reveal identifying information about a child when sending images electronically.

I understand that the onus is on me, as a representative of Variety WA to use common sense and avoid action or behaviours that could be construed as child abuse.

11.0 Governance

Policy Owner Division	Grants and Programs				
Policy Owner Position/Title	Programs Manager				
Version Number	1.0	No of Pages	6		
Prepared By	M Pailthorpe	Position	Chief Executive Officer		
Approved By	Board	Date Approved	21 November 2016		
Date First Issued	21/12/09	Date of last Review	21/11/16	Date of next Review	21/11/17
Amendment History (expand as needed)	Date & Reason				
	Approved by				
Policy Location					
Related/Supporting Procedures					
Associated / Supporting Forms					
References					

VARIETY WA SOCIAL MEDIA POLICY

1.0 Purpose

The *Variety WA Social Media Policy* is designed to endorse, maximise and encourage the charities social media reach, whilst protecting our brands online reputation.

2.0 Scope

This social media policy applies to employees, board members and any representative of Variety WA.

3.0 Policy

Variety WA uses social media to engage with the public, community groups, donors and stakeholders. It encourages the exchange of information amongst its stakeholders and the public, and seeks to utilise the expertise of its employees in generating appropriate social media content.

At the same time, social media posts should be in keeping with the image that Variety WA wishes to present to the public, and consistent with its mission. Posts made through its social media channels should not damage the organisation's reputation in any way.

Variety WA may choose to engage in social media including but not limited to:

- Facebook
- Twitter
- Instagram
- Google+
- LinkedIn
- WordPress/Blogger
- YouTube/Vimeo
- iTunes/Podcasting

3.1 Social Media Principles

When posting content from an official Variety WA social media page, the following principles should be top of mind:

- **Information Sharing:** Variety WA encourages the sharing and reposting of online information that is relevant to its mission, appropriate to its aims, and of interest to its donors, the public, community groups and stakeholders.
- **Integrity:** Variety WA will not knowingly post incorrect, defamatory or misleading information about its own work, the work of other organisations, or individuals. In addition, it will post in accordance with the Copyright and Privacy laws and obligations. It will not use social media to denigrate any group or individual and will not allow its social media accounts to be used by others in this manner.
- **Professionalism:** Variety WA's social media represents the organisation as a whole and should seek to maintain a professional and uniform tone. Posts and responses should respect others opinions,
- **Not for Profit:** At times Variety WA may use social media accounts to sell or promote merchandise, event entry, sponsors or fundraising campaigns that have a benefit to Variety WA. Variety WA will not promote non related products or activities.

Please refer to Variety WA Social Media Posting Procedures for more information

3.2 Procedures

3.2.1 Establishing an account

Authorisation from the Marketing Manager is required for the establishment of an account/presence in any form of social media on behalf of Variety WA

3.2.2 Moderation

The reputation of Variety WA is first and foremost, and this involves maintaining a safe and friendly online environment for its followers.

From time to time, social media forums may be hijacked by trolls or spammers, or attract people who attack other posters or the organisation aggressively. In order to maintain a pleasant environment for everybody, these posts need to be moderated in the following manner:

Post	Action
Obscene language including swearing within a comment, caption, video etc	Low grade swearing can be left, otherwise delete
Material which is considered offensive, indecent, pornographic including material that is of a sexual nature	Delete or in a serious case, report to relevant social media body
Posts made in a foreign language	Mark as spam
Spam such as blatant advertising	Mark as spam and ban user
Comment duplication	Delete
Offensive posts	Delete. Issue warning to user
Posts considered to be personally offensive to a reader – this includes posts that relate to a person’s race, gender, religion, disability etc	For serious cases, ban user
Posts that are critical of Variety WA	Allow and respond in appropriate manner addressing user’s issue. If it becomes apparent user is a troll, delete
Posts made by a participant on a Variety WA event that may be considered inappropriate or damaging to the charity	<i>If on participant’s personal page</i> Event manager requests participant to remove immediately. If ignored, report <i>If made on an official Variety channel</i> Delete. Event Manager to issue warning to user
Breach of data protection or privacy laws	Delete
Breach of copyrighted material not within reasonable use, in the public domain or available under Creative Commons license	Delete
Topics which fall outside the realms of interest to members and stakeholders, and which do not appear to be within the context of a legitimate discussion or enquiry	Delete

Banning and blocking should be used as a last resort only, and only when it is clear that the poster intends to continue to contribute inappropriate content. The decision to block, ban and remove posts lies initially with the Administrator, but he/she may, refer the decisions to the Marketing Manager.

The Administrator will alert the Marketing Manager to:

- All posts that are deleted;
- All posters that are blocked; and
- All criticisms of Variety WA that are deleted

It is at the discretion of the Marketing Manager to advise the CEO of any action taken.

3.2.3 Damage Limitation

In the event that Variety WA is deemed to have made a damaging or misleading post, the Administrator must take the following action:

- The offending post should be immediately removed
- Where necessary, an apology should be issued, either publicly or to the individual or organization involved
- The origin of the offending post should be explored and steps taken to prevent a similar incident occurring again

3.2.4 Staff and representative use

Variety WA staff, board members and any representative of Variety are reminded that posts on personal social media accounts, that relate to, or identify their association to Variety WA will be subject to this policy. All staff, board members, volunteers and participants should be mindful that any posts on their personal social media account could have negative impact on the Variety name and its standing in the community. In such cases, under this policy, you may be subject to disciplinary action.

4.0 Definitions

Administrator Nominated marketing staff member who has complete control over Variety WA social media channels and can post, edit and delete content

Personal social media account: When a representative is using social media as themselves, not officially representing Variety WA

Representative of Variety WA: Anyone seen to represent Variety WA. This includes but is not limited to staff, volunteers, committee members, event guests and on event participants.

Social Media For the purpose of this policy, social media is defined as “any conversation or activity that occurs online, where people can share information or data that might impact on Variety WA or our key stakeholders”

Spammer: A social media user that deliberately posts unrelated content in a repetitive or annoying manner

Troll: A social media user who makes deliberately offensive or annoying postings with the sole aim of provoking another user or group of users

5.0 Responsibilities

Marketing Manager: The Marketing Manager will have oversight of the Variety WA day to day social media function.

Marketing staff: Reporting to the Marketing Manager, the marketing staff member will act as administrator and carry out the day to day social media activities. The marketing staff member will consult the Marketing Manager in relation to protecting Variety WA’s online profile.

Event Manager: To address any concerns of social media activity made by an event participant that may be considered damaging towards Variety WA

6.0 Review

The *Variety WA Social Media Policy* and related criteria and procedures will be reviewed by the marketing staff on an annual basis. Changes to these documents will be submitted to the Marketing & Fundraising Committee meeting for endorsement, before being put forward for ratification at the next Board meeting.

7.0 Governance

Policy Owner Division	Marketing				
Policy Owner Position/Title	Marketing Manager				
Version Number	1.0	No of Pages	5		
Prepared By	N Carbone	Position	Marketing Manager		
Approved By	Board	Date Approved	14/12/15		
Date First Issued		Date of last Review	21/11/16	Date of next Review	21/11/17
Amendment History (expand as needed)	Date & Reason				
	Approved by				
Policy Location					
Related/Supporting Procedures	<i>Variety WA Social Media Posting Procedures</i>				
Associated / Supporting Forms					
References					

VARIETY WA COMMUNITY FUNDRAISING POLICY

1.0 Purpose

The *Variety WA Community Fundraising Policy* is designed to endorse and encourage community involvement in raising funds for Variety WA, whilst appropriately safeguarding the integrity of the organisation.

2.0 Scope

This policy applies to all external parties that are conducting an event or activity with the purpose of raising funds for Variety WA, be it an individual (or group of individuals), a corporate entity, External Event Committee or Official Variety WA Event Entrant.

3.0 Policy

The Variety WA (VWA) fundraising staff is responsible for the coordination of all Community Fundraising, including request consideration (acceptance or rejection), ongoing guidance, support and administration of said events or activities. Where the Fundraiser is an Official Variety WA Event Entrant, day to day liaison and fundraising support will be provided by the relevant Event Manager in the first instance.

This coordination is to be carried out in a professional, supportive and consistent manner, with a view to maximising the financial return to VWA and increasing brand profile where possible.

3.1 Approval

All Community Fundraising applications are to be received in writing and formally considered for approval at the discretion of VWA, per the process outlined in the *Community Fundraising Procedure* document.

3.1.1 Key ASSESSMENT criteria

- The Fundraiser is deemed to be of fit and proper character (if a corporate entity, the Fundraiser's business is of good legal and ethical standing, and meets the standards set out in the *Variety WA Sponsorship Policy*)
- The proposed fundraising event or activity is seen to be a good brand fit for VWA as a children's charity and will not bring the charity into disrepute
- The proposed fundraising event or activity does not conflict with official VWA objectives, existing events, activities or other significant relationships
- The proposed fundraising event or activity is expected to satisfy the standard *Community Fundraising Terms and Conditions*

3.1.2 APPROVAL AUTHORITY

- The CEO is responsible for considering, accepting or declining Community Fundraising applications to the value of \$250,000 on behalf of VWA and for delegating authority levels to the Marketing & Fundraising Manager
- For Community Fundraising applications valued at more than \$250,000 the CEO must present the offer to the Fundraising Committee, who will consider and propose its recommendation to either accept or decline to the VWA Board of Management for ratification

3.2 Terms and Conditions

Upon approval, the Community Fundraising event or activity will be formally sanctioned, subject to the VWA *Community Fundraising Terms and Conditions*.

3.2.1 Standard Terms and Conditions

- The Fundraiser will undertake to provide full accountability of the activities by overseeing all monies collected that will be deposited/sent to VWA, and if requested, will provide a full audit statement for same
- The Fundraiser acknowledges VWA is not responsible for any debts or monies owed to any person or organisation incurred as a result of fundraising activities undertaken by the Fundraiser or on the Fundraiser's behalf
- The Fundraiser acknowledges VWA is the beneficiary of the fundraising activity and is not responsible for any expenses or financial requirements necessary for conducting the activity

- The Fundraiser will not use the VWA logo unless approved by VWA, and for all such usage, the logo shall be preceded by the words 'proudly supporting'
- The Fundraiser agrees the VWA name will not be used within the name of the activity. The Fundraiser may instead use the wording 'proudly supporting' VWA. Furthermore, the Fundraiser agrees to clearly specify the nature of the fundraising activity in all promotional material – for example, 'part proceeds donated to VWA', 'raffle sales benefit VWA' or '\$5 from every product sold donated to VWA'
- The Fundraiser agrees any printed, promotional material or media releases will only be used where approved by VWA, before being produced or distributed
- VWA will issue tax deductible receipts for donations only as detailed by the Australian Tax Office
- The Fundraiser understands that VWA is not responsible for the fundraising activity and bears no responsibility for any loss, damage or liability for injuries caused by the activity
- The Fundraiser is responsible for all administration of the activity
- The Fundraiser agrees not to make direct contact with other VWA partners or sponsors for event / activity related assistance, without prior approval in writing by VWA
- The Fundraiser agrees not to engage in any conduct derogating from the goodwill of VWA
- The Fundraiser agrees to perform such acts as are necessary to ensure that the business and other reputation of VWA is preserved and maintained when carrying out the event / activities.
- The Fundraiser indemnifies VWA in relation to any claim that arises directly or indirectly as a result of his/her acts or omissions, including any breach of the terms and conditions
- The Fundraiser acknowledges that nothing in the agreement shall constitute either party, agent, partner or franchisee of the other to have authority to enter into any legally binding agreement, contract or other arrangement on behalf of VWA, and agrees to indemnify VWA in relation to any claim that arises as a result of a breach of this provision
- The Fundraiser undertakes and agrees that any confidential information disclosed between parties shall be kept strictly confidential and shall not be disclosed to any third party without prior written consent of VWA

3.2.2 Special Terms and Conditions

VWA may impose additional special terms and conditions on the Fundraiser as a condition of fundraising approval. Any special conditions are to be specified on the Letter of Authority issued with the standard *Community Fundraising Terms and Conditions* as per the *Community Fundraising Procedure*.

3.3 Non Compliance

VWA reserves the right to terminate any Community Fundraising agreement without warning at any stage, at its sole discretion. Conduct which warrants termination may include, but is not limited to, failure to comply to the *Community Fundraising Terms and Conditions*, failure to rectify a breach of the *Community Fundraising Terms and Conditions* at the request of VWA, or conduct that (in the opinion of VWA) adversely affects VWA's reputation or goodwill. Notification will be provided in writing should termination occur.

3.4 Promotional Support

VWA will undertake to provide reasonable promotional support for all Community Fundraising events or activities in line with the *Variety WA Communications Policy*. Additional promotional support may be provided by VWA at its sole discretion.

3.5 Administration

All Community Fundraising applications are to be administered by fundraising staff, with annual reviews of documents and procedures to ensure best practice and compliance is maintained.

The personal contact information of all Fundraisers shall be held within electronic database systems, as outlined in the *Community Fundraising Procedure*.

The VWA fundraising staff is responsible for:

- The receiving of Community Fundraising applications, recording, approval and communication with Fundraisers to ensure that applications are processed in a timely and appropriate manner

- Providing ongoing advice, support and encouragement to the Fundraiser, to help maximise financial returns from the event or activity
- The follow up of all Community Fundraising events and activities upon completion to ensure the timely forwarding of funds raised
- The appropriate acknowledgement and thanks of Fundraiser’s efforts following receipt of funds

4.0 Definitions

Community Fundraising: also known as third party fundraising; funds raised by any external parties outside of paid VWA staff.

Fundraiser: an individual, group of individuals or organisation engaging in Community Fundraising for VWA.

External Event Committee: a volunteer committee involved in organising a Community Fundraising event or activity on behalf of VWA.

Official Variety WA Event Entrant: an individual, group of individuals or organisation that is fundraising as part of the minimum donation requirements attached to event participation.

Letter of Authority: an official sanction document confirming approval to raised funds for VWA.

5.0 Responsibilities

VWA Board of Management: To consider, and if it sees fit, ratify the recommendations of the Fundraising Committee in relation to accepting or declining Community Fundraising applications valued at \$250,000 and above.

VWA Fundraising Committee: To consider, and make recommendations for the approval or decline of Community Fundraising applications valued at \$250,000 and above.

CEO: To consider, and either accept or decline, Community Fundraising applications valued at under \$250,000, including delegating such authority to the Marketing & Fundraising Manager. Together with the Marketing & Fundraising Manager, to ensure that the VWA Community Fundraising policy is upheld at all times.

Event Manager: To provide day to day liaison and fundraising support to Fundraisers who are Official Variety WA Event Entrants.

Marketing & Fundraising Manager: Responsible to the CEO, to uphold, review, develop and implement all VWA Community Fundraising policy.

Fundraising staff: To follow all direction, policies and practices with regards to maintaining Community Fundraising processes and administration.

6.0 Review

The *Community Fundraising Policy* and related criteria and procedures will be reviewed by the fundraising staff on an annual basis. Changes to these documents will be submitted to the October Fundraising Committee meeting for endorsement, before being put forward for ratification at the next Board meeting.

7.0 Governance

Policy Owner Division	Fundraising				
Policy Owner Position/Title	Marketing & Fundraising Manager				
Version Number	1.0	No of Pages	5		
Prepared By	K O'Donnell	Position	Marketing & Fundraising Manager		
Approved By	Board	Date Approved	24 June 2015		
Date First Issued	25-05-2015	Date of last Review	25-05-2015	Date of next Review	1-10-2016
Amendment History (expand as needed)	Date & Reason				
	Approved by				

Policy Location	L:\Policies & Procedures\E Funding\EB01 Community Fundraising Policy v1
Related/Supporting Procedures	L:\Policies & Procedures\E Funding\EB01a Community Fundraising Procedure v1 Variety WA Communications Policy L:\Policies & Procedures\E Funding\EB02 Sponsorship Policy v1
Associated / Supporting Forms	Community Fundraising Booklet & Application Form Community Fundraising Terms & Conditions Letter of Authority
References	

VARIETY WA COMPLAINTS POLICY

1.0 Purpose

Variety WA (VWA) is committed to providing excellent customer service and we value feedback from our clients and members of the public.

We believe that via our Complaints Policy (i.e. capturing and responding to complaints) we will continue to learn and understand our client's needs and hence continue to provide business excellence.

The handling of complaints is subject to the principles of the Ombudsman WA.

The Complaints Procedure details the management of complaints received by Variety WA.

2.0 Scope

This policy applies to all people working at VWA, including the following;

- full time, part time, casual, permanent or temporary employees;
- members, customers and independent contractors
- volunteers, vocational and work experience placements

In addition to the above, the policy applies to all people (as listed above), in all their work-related interactions with each other, and with customers, contacts or clients, and/or while in the workplace or off site, at work-related functions and conferences (including social functions and celebrations).

3.0 Policy

The Variety WA Board of Management, Staff and Event Contractors are committed to the effective, timely and fair resolution of all complaints, ensuring procedural fairness and natural justice for all.

3.1 Fairness

The Complaints Procedure recognises the requirement to be impartial to both the complainant and Variety WA or the person against whom the complaint is made. All complaints will be dealt with in a timely manner and follow the principles of procedural fairness and natural justice.

3.2 Legislation

In receiving complaints Variety WA shall consider the requirements of relevant State and Commonwealth legislation including:

- Disability Services Act 1993 (State);
- Equal Opportunity Act 1984 (State);
- Human Rights Commission Act 1981 (Commonwealth);
- Disability Discrimination Act 1992 (Commonwealth); and
- Racial Discrimination Act 1975 (Commonwealth).

3.3 Assistance

In accordance with Complaints Procedure, Board Members, Staff and Event Coordinators are to offer complainants every assistance in order to lodge their complaint.

3.4 Remedies

Variety WA shall provide remedies which reflect what is fair and reasonable in the circumstances, legal obligations and good industry practice which could include, but not be limited to, the following:

- Refunds
- Replacement
- Repair
- Substitute
- Information
- Referral
- Compensation
- Apology
- Other assistance

3.5 Data Collection

All complaints are to be recorded on a complaints register and subject to monthly review by the Variety WA Board.

3.6 Review

Complaints will be reviewed at each Board Meeting which is held on a monthly basis.

4.0 Responsibilities

Chief Financial Officer: The Chief Financial Officer is responsible for ensuring this policy and associated procedures are applied and committed to by the Management of Variety WA.

Manager: Department Managers are to provide support and guidance to their staff in relation to the Complaints policy. This will include making sure staff are aware of the contents of the policy, that they understand the procedures and to provide relevant training.

Managers should commit to:

- Endorsing and periodically promoting the policy to staff and new starters; and
- Treating all complaints seriously and that there is immediate action taken to resolve any complaints or issues.

Staff: Staff must ensure they are familiar with this policy. They should attend any training provided by VWA.

5.0 Complaints

5.1 Complaints procedures

Any staff member, member or member of the public who believes that they have grounds to make a complaint is entitled to lodge a grievance in accordance with VWA'S 'FB08 Complaints Procedure'.

Any staff member who has a grievance should be encouraged to resolve the issue informally in the first instance. Should this not be possible, a formal process will be required in accordance with VWA'S 'CB02 Complaints Procedure'.

6.0 References

- Disability Services Act 1993 (State);
- Equal Opportunity Act 1984 (State);
- Human Rights Commission Act 1981 (Commonwealth);
- Disability Discrimination Act 1992 (Commonwealth);
- Racial Discrimination Act 1975 (Commonwealth);and
- VWA Complaints Procedure

7.0 Governance

Policy Owner Division	Finance & Administration				
Policy Owner Position/Title	Chief Financial Officer				
Version Number	1.1	No of Pages	4		
Prepared By	Wayne Gregson	Position	Board Member		
Approved By		Date Approved			
Date First Issued	29-06-2015	Date of last Review	29-06-2015	Date of next Review	29-06-2017
Amendment History (expand as needed)	Date & Reason				
	Approved by				
Policy Location	Intranet/Policies & Procedures/F Governance				
Related/Supporting Procedures	Intranet/Policies & Procedures/F Governance				
Associated / Supporting Forms					
References	VWA Complaints Procedures				