

Her Heart Limited

Gold4good Appeal Terms and Conditions

In partnership with AJL Fundraising Group

1. Acceptance of Terms and Conditions

Instructions and information on how to enter participate in the Gold4good Appeal are set out in these Terms and Conditions. Making a donation to the Gold4good Appeal is deemed as acceptance of these Terms and Conditions.

2. Appeal Details

2.1 The Appeal commences on at 9.00 am Monday 28th April 2025 and closes on Wednesday 28th April 2026 at 2.00 pm AEST (Appeal Period). AJL Fundraising Group will continue to honour any late Gold4good donations after this date for Her Heart.

2.2 Promoter Her Heart Limited | ABN 79603346872 | ACN 603346872 Is a registered Australian charity of VIC

2.3 Her Heart Limited of GPO Box 2525 Melbourne VIC 3001 is working with consultant and suppliers AJL Fundraising Group ABN 72 757 913 379 (Consultant), to deliver the Gold4good Appeal.

2.4 Eligible Donors Any Australian resident over the age of 18 years is eligible to make a donation to the Gold4good Appeal (Eligible Donor).

3. How to Donate

To participate, Eligible Donors must donate either a piece of genuine gold or silver jewellery (including old, worn, broken or unwanted pieces), or an Australian gold coin (Eligible Donation).

Donations are to be returned via reply paid envelope before Appeal closing date. Participating Donors are to submit an Eligible Donation and complete the details requested on the Gold4good envelope including; their full name, email address, telephone number and an acknowledgement that the person has read these Terms and Conditions.

Where the Eligible Donor is donating jewellery, the Eligible Donor warrants that they are the owner of, or they have the right to donate the jewellery. The Eligible Donor understands that any donations cannot be returned.

Donations of gold and silver jewellery to this Gold4good appeal (Eligible Donations) are not eligible for an Australian Tax Receipt. A Tax receipt can be provided on request, for any cash donations over \$2.00.

There is no limit on the number of donations per person.

4. Donation Processing

The Promoter will receive 50% of The Scrap gold price via The Perth Mint and Kitco Pricing, on the day of processing , of any genuine gold or silver donations processed by the Consultant, including old currencies e.g. sovereigns.

If individual loose stones of any significant value are donated, or any set stones in jewellery have significant value over and above gold price on the day, these will be assessed separately the Promoter will receive 50% of the market value.

The Promoter will receive 100% of any current currency or coins donated through this Appeal.

The donations described above are collectively known as Net Donations and will be transferred into the Promoter's nominated bank account every month and transmittance will occur on the 5th of every new month until appeal period closes .

5. Validity of Donations

The Promoter and the Consultant reserve the right to, at any time;

- verify the validity of a donation
- reject any donation that is not in accordance with these Terms and Conditions
- disqualify any Donor who tampers with the donation process

The decision to verify, validate or disqualify a Donor or donation is at the absolute discretion of the Promoter.

Neither the Promoter nor the Consultant accept any responsibility for; lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected donations, whether due to error, omission, alteration, deletion, theft, destruction, transmissions interruption, communications failure or otherwise.

The Promoter has no control over communications networks or lines and accepts no responsibility for any problems associated, whether due to traffic congestion, technical malfunction or otherwise. In the event that an error occurs, the Promoter accepts no responsibility whatsoever for costs incurred, responses received or any other consequences.

The Promoter's decision in relation to any aspect of the Appeal is final and no correspondence will be entered into.

6. Liability

Neither the Promoter nor the Consultant will be liable for items lost in transit, or any loss, damage or personal injury suffered or sustained in relation to the Appeal. Neither the Promoter nor the Consultant will be held liable for theft or loss of goods in transit by other parties or services involved in campaign.

This Appeal is in no way sponsored, endorsed, administered by or associated with Instagram or Facebook.

Eligible Donors indemnify the Promoter, the Consultant, and each of their related entities and agents, from any loss, damage or expense arising from a breach of these Terms and Conditions by the Eligible Donors.

7. Force Majeure

If the Promoter and/or the Consultant is prevented from, or delayed in performing an obligation by Force Majeure, then the obligation is suspended during, but for no longer than, the period the Force Majeure continues, and any further period that is reasonable in the circumstances. "Force Majeure" means an event beyond reasonable control, which occurs without the fault or negligence of the Promoter and/or the Consultant.

8. Delay or modification to conduct the Appeal

If the Appeal is interfered with in any way, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;

- to disqualify any Donor or donation
- and/or to modify, extend, suspend, terminate or cancel the Appeal without prior notice

Subject to obtaining the approval from the regulator (if required by law), the Promoter reserves the right to cancel, terminate, delay, modify or extend any aspect of this Appeal, if for any reason it is not capable of running as planned.

This includes without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures, legally binding directive to the Promoter to end any component of the Appeal or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion) but only to the extent necessary to overcome the issue that is affecting the running of the Appeal as planned.

9. Changes to Terms and Conditions

Subject to obtaining approval from the regulator (if required by law), the Promoter reserves the right to make any changes it deems reasonable to these Terms and Conditions, such that changes made will be either; of benefit Eligible Donors, or be of no or immaterial detriment to Eligible Donors.

Any changes made to these Terms and Conditions will be published on the Promoter's website.

The Promoter may assign its rights under these Terms and Conditions to any third party at its discretion.

10. Privacy

This Appeal is subject to Her Heart privacy policy.

For privacy related queries, please contact Her Heart on or email info@herheart.org.au