

TERMS FOR FUNDRAISERS

1. These Terms apply to all parties who initiate, conduct and manage fundraising campaigns on behalf of beneficiary charities under a Giving.sg account (“**Fundraiser**”).
2. NVPC approval for a Giving.sg account, if given, will be on the basis of the information furnished or purported to be furnished in the application form by the Fundraiser and any other information subsequently furnished or purported to be furnished relating to the use of Giving.sg, whether directly to NVPC or via Giving.sg.
3. The Fundraiser has no right to assign or transfer any of its rights hereunder and shall remain fully liable for all its obligations, and for the due performance thereof.
4. For corporate Fundraisers, the individual applying for and managing the Giving.sg account on behalf of the organisation must be an authorised representative of the organisation.
5. The Fundraiser and NVPC shall not be deemed to be a partner or agent of the other nor shall anything herein be construed as creating a partnership, joint association, trust or collaboration and the Fundraiser agrees that it shall not represent, make any commitment or bind NVPC to third parties.
6. The Fundraiser will:
 - a. Use Giving.sg solely for the purpose of online donations for its beneficiary charity and not for any commercial purpose;
 - b. Keep confidential information relating to access to Giving.sg, including but not limited to user name and password;
 - c. Be solely responsible for any and all use of the Giving.sg account under Fundraiser’s user name and/or password and not sell, transfer or allow any other party to use the account. Without prejudice to the generality of the foregoing, Fundraiser will notify NVPC immediately if unauthorised use of password and/or account is suspected, and will be responsible for and not dispute any unauthorised transaction;
 - d. Ensure that computer and other equipment used to access Giving.sg are well maintained and free from computer viruses and programs of any kind which may cause harm or damage, including but not limited to use of updated anti-virus programs to prevent such equipment from acquiring and transmitting such viruses or programs;
 - e. Thank campaign contributors / donors and/or acknowledge donations received;
 - f. Comply with all laws and regulations including but not limited to those regarding fundraising and personal data protection;
 - g. Use reasonable efforts to promote and publicise the fundraising campaign to ensure that it is a success;
 - h. Be entirely responsible for all data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials transmitted, uploaded or posted on the Fundraiser’s Giving.sg campaign page (“**User Generated Content**”);
 - i. Be responsible for ensuring that it has the rights to transmit, upload or post all User Generated Content on Giving.sg, including, but not limited to, any copyright rights to images or music, and the right to publish the images of the people or items included in the content;
 - j. Not engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing or otherwise making available on Giving.sg User Generated Content

that is, or which encourages activity or conduct that is, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; is known by the Fundraiser to be false, inaccurate or misleading; or infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party;

- k. Acknowledge that NVPC has the right - though not the obligation - in its sole discretion to refuse to post or remove any User Generated Content and it reserves the right to change, condense, edit, modify, transmit, display, or delete any User Generated Content and the Fundraiser waives any rights it has in having the material altered or changed in a manner not agreeable to the Fundraiser. NVPC reserves the right to terminate access to submit User Generated Content to Giving.sg without prior notice for any Fundraiser who violates these terms or infringes the rights of others;
 - l. Agree that any User Generated Content posted on Giving.sg may be used by NVPC as it deems fit;
In posting User Generated Content, not misrepresent itself or use brands/logos/names to impersonate any other party, or misrepresent its identity or affiliation with any party.
7. NVPC shall release information sought by the authorities. NVPC may, at its sole discretion, release information about use and performance of Giving.sg to third parties including the media where it deems appropriate.
 8. Fundraiser shall examine all entries in any statement of its Giving.sg account. Fundraiser agrees NVPC has the right to make adjustments to the statements if there is any error or omission therein. Fundraiser agrees that if it does not object in writing to the contents of the statement within 14 calendar days of the statement, it shall be deemed to have accepted the accuracy of the statement. Giving.sg's record of all transactions shall be conclusive and binding on the Fundraiser.

GENERAL

9. Personal Data, as defined by the Personal Data Protection Act 2012 (No. 26 of 2013), provided on Giving.sg by Fundraiser shall be subject to the [NVPC Privacy Policy](#).
10. NVPC reserves the right, at its sole discretion, to vary the above terms from time to time and all changes will be posted on this page.
11. Use and/or continued use of Giving.sg constitutes agreement by the Fundraiser to be bound by the terms and conditions, which may change from time to time. If you do not agree to these terms, please do not use Giving.sg.

Dated: October 2015