GVN Charitable Trust and the Global Volunteer Network Foundation Fundraising Platform - Legal Terms of Service

Please read this website legal information notice carefully before using this site.

By using this site, you signify you have read and accepted these terms of use. If you do not agree to these terms of use, do not use the site.

Parties

**GVN Charitable Trust** - also referred to as Global Volunteer Network or GVN: a registered non-profit charitable Trust in New Zealand.

**Global Volunteer Network Foundation** - also referred to as GVN Foundation or GVNF: a registered 501(c)(3) organization in the United States.

**Participant** - the individual fundraiser who is participating in one of GVN's volunteer programs, **GVNF Youth Ambassador**, fundraising trek, Be The Change Conference, special tour or fundraising challenge.

The GVN Foundation and Global Volunteer Network are separate organizations and are not liable to each other.

The materials in this site are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible and subject and pursuant to applicable law, GVNF and GVN disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

GVN/GVNF do not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this site or the results of their use.

GVN/GVNF reserves the right to update the Terms of Service at any time.

GVN/GVNF reserves the right to use feedback from fundraisers for website material.

GVN/GVNF is not liable for any errors or mistakes made by partner organizations. All disputes are governed by the laws of New Zealand.

1. Disclaimers and Limitation of Liability

GVNF, its Board, Executive Director, staff or associates are not liable to the full extent of the law, for any and all funds raised on this platform or the content of the website/platform. This site is presented solely for the purpose of fundraising for GVN services.

a. Website/Fundraising Platform Liability

This site is controlled and operated by GVN from its offices in Wellington, New Zealand. GVN makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
The Participant is responsible for the content of their individual fundraising campaign/webpage. GVN reserves the right to block and close any fundraising campaign which contains objectionable and/or misleading content. Any funds raised through a blocked or closed campaign will be disbursed by GVN as GVN deems appropriate.

b. Financial Liability
All funds donated on this platform are transferred by GVNF directly to GVN for allocation and distribution as specified in Section 2 of the Legal Terms of Service. GVN, its Board, CEO, staff or associates are not liable to the full extent of the law, for any funds raised on this platform or the content of the website/platform.

c. Program Liability
All liability of the program you are participating in will be in accordance with the GVN CT Terms of Service (http://www.globalvolunteernetwork.org/legal.php)

We do not guarantee or warrant that our site or materials that may be downloaded from our site are free from such destructive features. We are not liable for any damages or harm attributable to such features. We are not liable for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies on our site, nor for any claim, loss or injury that results from your use of this site or your breach of any provision of these Terms of Service.

2. GVN Foundation Youth Ambassador Program
Participants in the GVNF Youth Ambassador Program launching a fundraising campaign on the GVN Fundraising platform do so with the understanding, acknowledgement, and acceptance that all funds raised on this platform will be allocated in the following order:

i. USD 1,000 – Two-day Leadership Training
ii. USD 2,500 – Site and project visit to Thailand, Uganda, Vietnam, or New Zealand *
iii. Donations received above USD $3,500 will be donated to GVNF partner projects (optional)

* Participants will visit the project closest to their home country. There will be opportunity for Youth Ambassadors to visit a different project, however there may be additional costs.)

Important:
- No funds raised on this platform can be transferred and/or paid out to the Participant. This is a legal requirement in line with the terms associated with providing tax receipts to donors.
- Donations processed through the GVNF Foundation and/or GVN are not refundable.

3. Participant Fundraising Campaign Page
This clause applies to Volunteer programs, Fundraising treks, Be The Change Conference, Special tours or Fundraising Challenges:

The Participant launching a fundraising campaign on the GVN Fundraising platform does so with the understanding, acknowledgement, and acceptance that all funds raised on this platform will be allocated in the following order:
i. GVN Program Package (ie program fee)
ii. AHI Travel Insurance (optional)  Refer GVN website for policy details
iii. Flights (optional)  Refer note below
iv. GVN partner project donation (optional)

Once the Program Package target has been met, any further funds raised will be allocated in consultation with the Participant towards the following optional items for the Participant: AHI travel insurance cover, Flights, GVN partner project donation.

**Important:**
- The Participant’s program placement is NOT confirmed until the Program Package has been paid in full.
- No funds raised on this platform can be transferred and/or paid out to the Participant. This is a legal requirement in line with the terms associated with providing tax receipts to donors.
- All flights to be paid by donations raised on this fundraising platform must be booked through Gap Year Travel (specialist adventure travel consultants operated by Flight Centre UK). The Participant will make travel arrangements directly with GYT. GVN will pay GYT from your donations the amount available on receipt of the flight invoice. The Participant is require to pay any shortfall directly to GYT should the donations received not cover the full cost of flights.
  
**NOTE:** GVN/GVNF cannot reimburse you if you pay your airfares yourself or book through another provider.

**Extra Note: Nepal Recovery and Rebuild Program**
Volunteers launching an online fundraiser through Classy for the Nepal Recovery and Rebuild Program do so on the understanding that US$500 minimum raise will give them priority placement. As at 28.04.2015 a 2-week placement in the Recovery and Rebuild Program is estimated to cost US$1,500 excluding flights. Accurate costs and inclusions will be provided when placement dates are finalised. Donations to the online fundraiser are non-refundable. Where the fundraiser/volunteer decides not to go to Nepal, the funds raised may be allocated as a scholarship to other volunteers to Nepal at GVN’s discretion.

**4. Refund Policy**
Donations processed through the GVN Foundation and/or GVN are non refundable.

**5. Charitable Donation Receipts**
Donors will be emailed a receipt. The GVN Foundation is a registered 501(c)(3) organization in the United States. Receipts can be used for tax purposes in the United States only. Donors from other countries will need to check the rules and regulations of their country. By proceeding you agree with the refund policy as stated above.
6. Fundraising Target(s) Not Reached

a. Program Package:
In the event the Participant does not reach their Program Package target the Participant may request:
   i. To extend the fundraising deadline and to postpone your placement date in consultation with GVN.
   Or
   ii. Request a GVN Gift Certificate to the value donated which can be applied towards a future GVN Program within a five-year period. The five-year period commences from the fundraiser start date.

All requests for an extension/postponement/GVN Gift Certificate must be made in writing within 21 days of the fundraiser deadline. Postponement requests are made in line with GVN's Legal Terms of Service.

The quoted program package/fee is valid for 12 months from the fundraiser start date. If transferring/postponing a placement beyond this 12 month period, current pricing will apply and the Participant will be required to pay any difference in fees. Program fee payments for wildlife/marine conservation programs, treks, or special tours are subject to change when a placement is transferred or postponed.

NOTE: Requests to transfer/postpone a wildlife or marine conservation volunteer programs after the deposit has been paid and the placement confirmed will incur a US$250 Transfer Fee. Refer our Terms of Service for Transfers/Postponments: http://www.globalvolunteernetwork.org/legal.php

If no request is received within 21 days of the fundraiser deadline, the funds will be automatically donated to GVN Charitable Trust.

b. Optional Items (insurance, flights, partner project donation)
In the event the Participant does not reach their target for any of the optional items, the funds will be allocated in consultation with the Participant. Please refer to Section 6 Partner Project Donation for specific details on this item.

7. Partner Project Donation
All Partner Project donations will be allocated and distributed by GVNF on behalf of the fundraiser.

Participants should be aware that GVNF is only able to distribute funds to certain GVN partner programs and GVNF reserves the right to determine the destination of funds. Grants are only made on a quarterly basis so may not be transferred during your placement. For details regarding funds distribution, click here.

8. Platform Fees
The GVN Fundraising Platform is hosted by Classy. In using this platform the Participant understands Classy charge a one percent (1%) fee on all donations paid to your fundraiser. Donations are also subject to relevant credit card fees deducted by the payment gateway WePay.
9. Termination

We reserve the right to terminate the Site and this User Agreement at any time without notice for any reason, including, in the case of the User Agreement, for your violation of any of its provisions. The Limitation of Liability Section of this User Agreement shall survive any such termination.

10. Governing Law

This User Agreement will be governed by the laws of New Zealand applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the courts sitting in New Zealand and waive any jurisdictional, venue or inconvenient forum objections to such courts.

11. Payments Made Through the Website

Banking Regulations mean we must inform you of where this website is hosted, what Credit Cards we accept, and WePay logo.

12. Copyright

Copyright in this Site and the materials included in it, unless otherwise indicated, is owned by GVN and GVNF, and we reserve all rights. You may copy or distribute the text materials contained in this Site but only for personal, non-commercial use, provided that you include the following copyright notice on all copies: “© GVN Charitable Trust and The GVN Foundation. All rights reserved.” The text materials contained in this Site may not be modified or altered in any way. You may not copy or distribute any photograph, illustration, artwork or other graphic material contained on this Site for any use without first obtaining the permission of the GVN Foundation (at info@gvnfoundation.org) and the copyright owner.

Except for the foregoing, you may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or in any way exploit any part of our Site, including computer programs and other coding.

13. Trademarks

Global Volunteer Network, GVN Foundation, the GVN/GVNF logos and any other trademarks on our Site (“Our Trademarks”) are trademarks of GVN and GVNF in the United States and other countries. You may not use Our Trademarks for any product or service that does not belong to us, nor in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of
or endorser of any product or service. In addition, you may not use Our Trademarks in any manner that disparages or discredits us.

14. Links, Frames and Metatags

You may link to the home page of our Site as long as the link does not cast us in a false or misleading light. GVN/GVNF prefers advance notice of at the address listed below. You may not frame the content of our Site. You may not use metatags or any other "hidden text" that incorporates Our Trademarks or our name without our express written consent.