

Code of Conduct and Terms and Conditions



Campaign: Variety Level Up for Kids – Streaming for Good

Timing: Always on

Activity: Livestreaming gamed to collect donations with your fundraising page (on Tiltify or Variety Funraisin platform) to raise money for children in need through Variety – the Children’s Charity Victoria.

Beneficiary: Variety – the Children’s Charity Victoria (‘Variety’).

Community Rules

Personal Information

Be safe. Be confidential.

It is against Variety Level Up for Kids rules to share anyone else’s personal information other than display names and we advise you never to share your own personal info. This includes other social media and platform accounts, real-world location and real name etc.

Bullying and Harassment

Variety Level Up for Kids is a fun and friendly activity. Let’s keep it that way.

First and foremost, respect other people - when chatting or playing in your charity stream or associated social posts. Communicating or behaving in a way that is predatory, threatening, intimidating, lewd, demeaning, derogatory, invasive of privacy, or abusive is against the rules. Let’s have fun and help kids in need. Please refer to our Code of Conduct below for further information.

Impersonation

Be yourself. Because you’re awesome.

Don’t impersonate other users, streamers, celebrities, government officials, Variety employees, or anyone else. And don’t take credit for another user’s creation. Pretending to be someone else in order to deceive or defraud others is not okay.

Cheating and Trolling

Don’t cheat or grief.

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Intolerance and Discrimination

Variety- the Children's Charity does not tolerate any form of hate or discrimination.

Variety encourages and welcomes diversity in race, ethnicity, colour, religion, gender identity, sexual orientation, ability, and national origin. Don't demean, marginalize, use hateful language against, or belittle other users or groups. Respect fellow Levellers and followers.

Dangerous or Illegal Activities

Respect local laws and don't participate in or encourage illegal or dangerous activities, including gambling, drug use, phishing, etc. Threats of harm to yourself or others are taken seriously—don't make them, especially as a joke.

Inappropriate Content

Content, communications, and activity must be friendly and safe for all ages.

Consequences

The type of action we'll take for a particular violation of these rules is determined on a case-by-case basis. We'll look at severity, whether you're a repeat offender, and other factors. Action taken can be anything from a warning for less severe offenses, all the way up to a permanent account ban.

Reporting

We are all a part of this community, and it is up to us to keep it friendly, fun and free of negativity. If you encounter a creator not respecting the Community Rules, Code of Conduct and other players, you can report them via fundraising@varietyvic.org.au or on our website. support team.

Safety and Security

Keep account information safe and private. Do not share your account information or the account information of others.

If you are a parent or guardian and interested in online safety we recommend the [Online Gaming guide created by the E-Safety Commissioner](#)

Code of Conduct

The Variety Code of Conduct is in place to ensure Variety Level Up for Kids ('VLUK') is a safe and inclusive place for all, enjoyable for all participants and representing Variety in a responsible way. And we need your help to keep it that way!

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The code is a more detailed guideline underpinning our community rules and covers participants taking part in VLUK across all platforms including but not limited to Variety's social media platforms, Discord server, in person events and videos and streams raising money for or representing VLUK and Variety the Children's Charity. As a children's charity, we are child safe first and foremost. Violation of our code will result in termination of your participation in VLUK. You can report violations of this code to fundraising@varietyvic.org.au or (03) 86983900. Thank you for doing your part in keeping VLUK a safe and enjoyable place for everyone.

1. Do not charity stream games that are explicitly violent, or include sexual content or drug references.
2. Do not organise, participate in, or encourage harassment of others, including Variety employees, volunteers or other VLUK participants. Harassment includes but is not limited to behavior such as persistent or severe negative comments, repeated requests to connect on a social media platform, using social media to disparage or denigrate others, or threats to share someone's private personal information.
3. Hate speech has no place. Speech that attacks or denigrates an individual or a community based on attributes such as race, ethnicity, national origin, sex, gender, sexual orientation, religious affiliation, or disabilities is prohibited.
4. Do not make threats of violence or threaten to harm others.
5. Sexual and adult content of any kind is prohibited.
6. Do not depict, promote or participate in child sexual exploitation of any kind. Child sexual exploitation includes but is not limited to the following:
 - Sharing content or links which depict minors in a pornographic, sexually suggestive or violent manner, including illustrated or digitally-altered pornography that depicts minors;
 - sexualized commentaries about or directed at a known or unknown minor, including communications that could be considered "grooming;"
 - sharing fantasies about or promoting engagement in child sexual exploitation;
 - expressing a desire to obtain materials that feature child sexual exploitation;
 - recruiting, advertising or expressing an interest in a commercial sex act involving a minor, or in harbouring and/or transporting a minor for sexual purposes;
 - sending sexually explicit media to a minor;
 - engaging or trying to engage a minor in a sexually explicit conversation;

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- trying to obtain sexually explicit media from a minor or trying to engage a minor in sexual activity through blackmail or other incentives; and
 - identifying alleged victims of childhood sexual exploitation by name or image.
7. Do not share content that glorifies or promotes suicide or self-harm.
 8. Do not share images of sadistic gore or animal cruelty.
 9. Do not stream while intoxicated or display or use illegal drugs or paraphernalia.
 10. Do not promote, distribute, or provide access to content involving the hacking, cracking, or distribution of pirated software or stolen accounts. This includes sharing or selling cheats or hacks that may negatively affect others in multiplayer games.
 11. Do not spam Variety or VLUK participants, including individuals who participate in the VLUK Discord server and Variety's other social media platforms.
 12. Do not make false and malicious reports, send multiple reports about the same issue, or ask a group of users to all report the same content.

Fundraising

Who can get involved: Community fundraisers who are over the age of 16 can take part, (those under 16 will need parental consent to participate). Individuals, organisations, schools and community groups are all welcome to register.

What are the responsibilities of a Community Fundraiser?

Where applicable, the approved Community Fundraiser:

- Shall not undertake any door to door, street sales or telephone based approaches for donations to be made in connection with the activity
- Is responsible for the coordination and management of the activity/ies, associated licences, required insurances, publicity and communications with Variety – the Children's Charity of Victoria and the community, procurement of prizes, services, volunteers and personnel
- Assumes full responsibility for managing any activity relating to fundraising in an appropriate way and that the event is conducted and promoted in the organisers name
- Accepts and is responsible for minimising any risk associated with the fundraiser and is responsible for the safety of the event, volunteers and personnel and that it has the required minimum level of public liability cover
- Must disclose any prior or current criminal convictions before approval is awarded. Variety – the Children's Charity is a child safe organisation and work to protect

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children from exposure to harm. By agreeing to these terms, the fundraiser confirms that they abide by the Variety Code of Conduct. Variety has the right to withdraw an entry at any time.

- Ensure children under the age of 16 collecting, handling or managing funds are under the supervision of a responsible adult over the age of 18.
- You are responsible for ensuring that your event/activity is conducted in accordance with relevant charities legislation and or regulations in the State or Territory which the fundraising activity is being held, and you must obtain any permits, authorities, licences and insurances needed. State Government permits can be required for the conduct of raffles or prize draws. Different States have their own legislation, which you should review before committing to any fundraising event/activity. Variety – the Children’s Charity of Victoria cannot provide legal advice to you and will not be liable for any breach of any relevant legislation, regulation or rule applicable to your fundraising event/activity.
- Upon completing your registration, Variety – the Children’s Charity of Victoria will automatically approve your entry associated with fundraising for Variety Petember.
- Before you can commence fundraising for Variety – the Children’s Charity of Victoria you must have completed your registration, agreed to these terms and conditions and received your registration email confirmation before you start fundraising. The fundraising period commences from 1 August 2020 to 31 October 2020 for Variety Petember

Official Variety – the Children’s Charity receipts

- All donations made on your fundraising page will automatically be issued with a receipt
- Donations of \$2 and over are tax deductible
- Donations collected on the Tiltify platform are not currently receipted as donations. every donation made to Variety on the Tiltify site will send the sponsor a basic payment receipt, which is not a full charity tax receipt. Please inform your sponsor that they can contact Variety directly with the details of their Tiltify donation and Variety can issue them a charity tax receipt.

Privacy Notice

All information submitted in connection with VLUK will be treated in accordance with these terms and conditions and Variety’s Privacy Notice available on variety.org.au.

- Variety the Children’s Charity of Victoria, H74, 63 Turner Street, Port Melbourne VIC 3207 (“Variety”) collects your personal information (name, date of birth, address, contact numbers and email) when you participate in VLUK

Variety may disclose this personal information to third parties, including agents, contractors, service providers or prize suppliers, and as required to Australian regulatory authorities, for the purpose of processing and conducting this program.

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- Variety's Privacy Policy contains information about how you may access and seek correction of the personal information that is held by Variety, how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds Variety and how Variety will deal with such a complaint. You can contact Variety by mail to Attention: CEO, Variety the Children's Charity, PO Box 1076, South Melbourne, VIC 3205.

Variety's Privacy Policy may be found at <https://www.variety.org.au/vic/search/privacy/>

Copyright

- VLUK and all accompanying materials are copyright protected by Variety and its affiliates.
- All rights reserved.
- Event owner: Variety the Children's Charity of Victoria, H74, 63 Turner Street, Port Melbourne VIC 3207.

Terms and Conditions

By taking part in Variety Level Up for Kids you agree to the following Terms and Conditions.

Variety - the Children's Charity Victoria

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I certify that I am 16 years of age or older or, if registering for a child under the age of 16 years old, I am the Parent/Guardian of that child (and have the consent of the other parent of the child or I have full legal custody of that child).

This Release and Waive of Liability, Assumption of Risk, and Indemnification Agreement (the "Release") is made and given, in consideration for being permitted to voluntarily participate in Variety Level Up for Kids ('Event') by or on behalf of myself/my guardian ("Participant" or "I") to raise funds for Variety - the Children's Charity of Victoria ('Variety'), H71, 63 - 85 Turner Street, Port Melbourne, Victoria, Australia, 3207.

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I am voluntarily participating in the Event and I understand that the Event may involve strenuous mental and/or physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, extended periods without sleeping, extended periods of physical activity, and other various mental and/or fitness activities.

I hereby affirm that I am in good physical condition and do not suffer from any known condition which would prevent or limit my participation in this Event. I have been advised that an examination by a physician should be obtained by me prior to commencing a fitness and/or exercise program, initiating a substantial change in the amount of regular physical activity performed, or staying awake for extended periods of time. If I have chosen not to obtain a physician's consent prior to beginning this Event, I hereby agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to only participate in activities or exercises that are appropriate for the current status of my health. I understand that playing games and/or physical activity (including, without limit, dancing) for an extended period of time can have serious health consequences. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity appropriate before I participate in such activity.

I understand this Event is not medically supervised, and activities may be led by independent volunteers, Variety partners and affiliates, or other Event participants who are not employees or agents of Variety. I agree not to hold Variety responsible for the acts or omissions of the independent volunteers, Variety partners and affiliates, or other Event participants.

I understand that Variety may, in its sole discretion and at any time, revoke my enrollment in the Event.

Without limiting the foregoing, I consent to and authorise Variety to take and use photographs, videos, films and/or audio recordings of me, to use my likeness, and to use my

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name and information provided. I acknowledge and agree that these materials and this information may be used for publicity, fundraising, awareness, promotions, campaigns and/or events throughout the world, in perpetuity, and may be edited or modified and used in any form of media by any manner (now and hereafter known). I waive the right to inspect or approve any such materials and information. Variety shall be the sole owner of such materials and information, including all copyrights and all moral rights, throughout the world. Variety may authorise sponsors and/or others affiliated with Variety to use such materials and information. I understand that this consent is irrevocable and permanent, and I will not receive any payment or other consideration, other than being permitted to voluntarily participate in this Event.

In consideration of my participation in this Event, I hereby forever waive, release, And DISCHARGE Variety, and its directors, employees, agents, representatives, volunteers, contractors, successors and assigns ("Releasees") from any and all loss or damage, and any claim or demands therefor, on account of injuries to my person or property or resulting in my death arising out of or related to the Event, whether caused by the negligence of Releasees or otherwise. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost that I may incur arising out of or related to the Event, whether caused by the negligence of Releasees or otherwise. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the Event, whether caused by the negligence of the Releasees or otherwise. I hereby acknowledge and assume fully responsibility for any risk as the activities of the event are dangerous and involve the risk of serious injury and/or death and/or property damage, and I expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures. I also hereby forever Waive, release, and discharge Releasees from any and all actions, claims, demands, causes or causes of action, liabilities, suits, obligations, damages, losses, costs, expenses, and equitable relief of any nature whatsoever, whether past, present or future, known or unknown, fixed or

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contingent, whether at law or in equity, in whatever form denominated, arising from this Release and/or my voluntary participation in this Event.