



NICKXENOPHON for the Senate 2007

CAMPAIGN OFFICE: 100A Anzac Highway, Everard Park SA 5035 (Corner South Rd & Anzac Hwy)

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Drive your vote further! Send Nick to Canberra

CONTRIBUTION

Date: ____ / ____ / ____

To: Nick Xenophon of 653 Lower North East Road Paradise SA 5075 ('Candidate')

From:

(Name) _____ ('donor')

of (address) _____

Tel: _____ Email: _____ Fax: _____

hereby make the following contribution of \$ _____ (please print amount in words also)

_____ ('contribution')

to the candidate Nick Xenophon for his 2007 Senate Election Campaign.

Thanks for supporting

Nick Xenophon's Senate Campaign

Method of Payment

Cheque – Payable to 'Nick Xenophon Campaign 07'

Credit Card

Credit Card Type: Bankcard Mastercard Visa

Card No: _____

Name on card: _____

Expiry: Month: _____ Year: _____

Signature _____

Please mail to: **PO Box 8305 Station Arcade Adelaide SA 5000**

Donations of up to \$1500 are tax deductible. If part of a donation is refunded, that part is not tax-deductible.

However you should obtain independent advice from your taxation adviser.

TERMS OF CONTRIBUTION OVERLEAF

www.nickx.net.au

Written and authorised by Nick Xenophon, 653 Lower North East Road, Paradise SA 5075

Did you know?
EVERY South Aussie
can VOTE 1
for Nick!

NICK XENOPHON SENATE ELECTION CAMPAIGN CONTRIBUTION

TERMS & CONDITIONS

Subject to the provisions of the Commonwealth Electoral Act 1918 (*"the Act"*) and any other applicable law I am pleased to confirm that as donor I am prepared to offer or pledge the contribution for the purposes of the candidate's senate election campaign on the terms of this receipt.

"senate election": means the election of senators for the state of South Australia to be held on 24 November 2007.

"electoral expenses": means the senate election costs and disbursements:

- (1) Reasonably incurred by the candidate for the purpose of the senate election;
- (2) Reasonably incurred in auditing the senate election costs and complying with any directions of the Australian Electoral Commission as provided in clause 3.

"contribution" has the same meaning as *"gift"* in the Act and includes contributions made by the candidate as a donor.

"resolution sum": means the amount or amounts received by the candidate from the Australian Electoral Commission in respect of the senate election pursuant to Division 3 of the Act.

2. CONTRIBUTION BACK DEAL

- (1) In consideration of a contribution of one hundred dollars or more, the candidate agrees to return to that donor a proportionate share of the Resolution Sum (divided by electoral expenses) in a sum that shall not exceed one hundred percent of the contribution. The amount to be returned is an amount calculated by the following formula:

$$P = C \times \frac{R}{E}$$

Where:

P is the amount to be returned

C is the amount of the contribution

E is the candidate's electoral expenses

R is the resolution sum

- (2) For the purposes of this clause, the proportional return of the contribution to the donor shall be assessed by a registered company auditor appointed by the candidate whose decision shall be final and binding.
- (3) The candidate as a donor will be also entitled to rely on the formula in 2 (1) in respect of a contribution made by him.

3. ACT COMPLIANCE

The terms of this receipt have been submitted by the candidate to the Australian Electoral Commission ("AEC") for its opinion as to compliance with the Act. If the AEC gives a direction to the effect that the candidate cannot accept the donor's contribution on the terms of this receipt, then the contribution back deal referred to above shall be of no force or effect and no part of the contribution shall be returned to the donor.

4. CONDUCT AND RESOLUTION OF SENATE ELECTION

In accordance with the expenditure disclosure provisions of the Act the candidate will make all documents relevant to the contribution, electoral expenditure and contribution back deal in the candidate's power, possession or control available to the donor and Australian Electoral Commission and will permit the donor, if they so wish, to take copies of any such documents into its own possession upon reasonable notice and payment of reasonable copying costs.

5. LAW

This agreement is to be construed in accordance with and governed by the laws of the Commonwealth of Australia.