



GIFT ACCEPTANCE POLICY

I. STATEMENT OF PURPOSE AND AUTHORITY

The Equestrian Canada (“EC”) Board of Directors (the “**Board**”, each a “**Director**”) established this Gift Acceptance Policy (the “**Policy**”) on September 3, 2024. The EC’s Chief Executive Officer (“**CEO**”) is responsible for overseeing the day-to-day implementation and administration of this Policy and may delegate their responsibilities hereunder to EC staff members as they deem appropriate.

The purpose of the Policy is to outline the process for review and acceptance of donations and gifts to ensure that EC fundraising activities meet best practices and standards in the charitable sector so that public trust in the excellence and integrity of EC is maintained.

EC is a Canadian Amateur Athletic Association (“**RCAA**”) registered with the Canada Revenue Agency (“**CRA**”) with charitable registration number 122863210 RR 0001. EC will only accept donations and gifts that comply with CRA requirements for a RCAA and the Income Tax Act (“**ITA**”).

II. SCOPE OF POLICY

This Policy applies to all EC staff members, EC contractors, Directors and volunteers and all those who may solicit donations or engage with donors on behalf of EC. This Policy should be referenced when engaging with donors or potential donors in respect of a possible donation or gift.

This Policy applies to all donations and gifts offered to or solicited by EC, including without limitation unsolicited donations, those that are received through EC fundraising activities, general donations, annual giving, planned gifts and special fundraising initiatives and campaigns.

A potential or actual donation or gift of any kind is referred to herein as a “**Gift**”.

III. GIFT ELIGIBILITY

(a) Gifts EC May Accept

Subject to the requirements of CRA, the ITA and this Policy, EC may accept the following Gifts:

- gifts of cash and cash equivalents;
- gifts-in-kind including gifts of real estate;
- gifts of life insurance;
- gifts of residual interest;
- gifts of publicly traded securities;
- charitable remainder trusts; and
- bequests.



Where a Gift is not listed among the above, but is not precluded by this Policy, it shall be brought to the CEO for review and to determine whether the Gift can be accepted. Where required, the CEO may consult with the Board in respect of such Gift.

Notwithstanding anything in this Policy, EC reserves the right to decline any Gift at its discretion.

(b) Prohibited or Unacceptable Gifts

EC works with donors to facilitate their efforts to support EC's work. However, there may be circumstances where it is not reasonable, possible, appropriate, or it is not in the best interest of EC to accept a Gift. EC may decline a Gift for reasons including, but not limited to, the circumstances listed below.

EC will not accept Gifts that:

- are not in accordance with municipal, provincial or federal law, including without limitation the ITA;
- are not in accordance with CRA policy requirements for a RCAA;
- are not in accordance with EC's mission and values, including its commitment to equity, diversity and inclusion;
- are intended to support programs or activities beyond the scope of EC's mission;
- expose EC to liability or unacceptable risk, including without limitation that such Gift could compromise EC's public reputation or image as a result of the Gift or the donor;
- require EC to provide special consideration to a donor that EC cannot provide;
- are Restricted Gifts and fulfilling the donor's expectations would require other resources that are unavailable or cost prohibitive or the Gift is restricted in such a way as to make the use of the Gift difficult or impossible;
- are Gifts in respect of which the fair market value cannot be determined, where a charitable receipt is requested by the donor;
- are not in accordance with Sport Canada guidelines in respect of Gifts;
- invoke future consideration or influence or could be perceived to influence the business of EC
- that require or include an endorsement by EC of the donor, their product or their services; or
- are intended for a third-party.

(c) Restricted Gifts/Direction of Gifts

EC will accept donations of Gifts that are unrestricted and intended for general use as determined by EC ("**Unrestricted Gifts**") or which are restricted to a specific purpose or program by the donor or where the donor has requested that terms and conditions be attached to the Gift or the Gift is provided pursuant to a bequest where terms and conditions apply (all a "**Restricted Gift**"). For clarity, EC cannot accept Gifts that are intended to be restricted to a specific athlete, individual or business or which would otherwise be intended provide a benefit to such parties.

Unrestricted Gifts may be used as determined by EC, provided the use is in accordance with EC's purposes. Restricted Gifts will be used solely for the purposes for which they are donated and in accordance with the terms and conditions of the Gift.



All Restricted Gifts must be reviewed by the CEO prior to acceptance of same, who will review to ensure that the Gift meets the requirements of this Policy, and that EC can comply with its obligations in respect of such Gift. Where required by this Policy, the CEO will seek Board approval of the Gift. EC may request the proposed terms of the Gift be amended.

All Restricted Gifts other than bequests will be documented by a Gift Agreement that complies with the terms of this Policy.

(d) Anonymous Donations

EC will not accept anonymous Gifts where the donor does not wish to identify themselves to EC. EC can accept a Gift where the donor does not wish to be publicly identified, provided such donor understands that their identity must be documented in EC's records for the purposes of CRA and other legal requirements. For clarity, nominal anonymous Gifts collected in public venues – such as coin drops or point of sale donations – are not considered anonymous Gifts within the meaning of this Policy.

IV. GIFT ACCEPTANCE REQUIREMENTS

(a) Who May Accept a Gift on Behalf of EC

Prior to acceptance of a Gift, the Gift must be approved in accordance with this Policy.

The following gifts may be accepted by EC staff and volunteers:

- Gifts of under \$50,000 that are not Restricted Gifts and are in cash or other form of immediately available funds.

The following gifts require review by the EC CEO, or their designate, prior to acceptance:

- In-kind gifts or gifts or property;
- Gifts of over [\$50,000] and under Two Hundred Thousand Dollars (\$200,000.00) in value;
- Gifts that require a Gift Agreement;
- Gifts that are Restricted Gifts within the meaning of this Policy or which are subject to terms and conditions;
- Gifts in respect of which a staff member or volunteer may have a conflict of interest; and
- Gifts that meet the requirements of Section IV(c) below, Special Circumstances; and
- Gifts of Canadian Cultural Property, or which could be reasonably seen as Canadian Cultural Property, irrespective of whether or not a request for certification has been initiated.

The following gifts must be approved by the Board prior to acceptance:

- Gifts over \$200,000.00;
- Gifts that in the view of the CEO entail potential financial liability, reputational risk or place unusual conditions on EC;
- Gifts not contemplated by this Policy; and
- Gifts in respect of which the CEO may have a conflict of interest.



(b) Gift Agreements

For the purposes of this Policy, a “**Gift Agreement**” is an agreement in writing between the donor and EC and signed by both of them.

A Gift Agreement is required where a Gift is a Restricted Gift, subject to terms and conditions by the donor, where the donor is requesting specific recognition in respect of a Gift. All gifts over [\$50,000] require a Gift Agreement. A Gift Agreement is not required where the Gift is pursuant to a bequest.

A Gift Agreement must:

- set out the terms and conditions attached to the Gift, including whether it is a Restricted Gift and the restrictions thereon;
- set out any specific recognition that EC has agreed to provide to the donor;
- include a confirmation that the donor has received or waived independent advice in respect of the Gift, including legal and accounting advice; and
- include a statement as to whether and how the Gift may be varied, unless otherwise authorized by the Board.

All Gift Agreements that are created external to EC will be reviewed by the EC’s legal counsel where deemed appropriate by the CEO or designate.

(c) Special Circumstances:

EC will perform an enhanced review by the CEO of a potential Gift in the following circumstances:

- the donor has a history of documented ecological and environmental infractions;
- the donor has a history of documented discriminatory practices and/or human rights or animal violations;
- the donor has received a Safe Sport penalty or finding;
- the donor has a history of unpardoned regulatory and/or criminal offences;
- the establishment of a relationship with the donor or acceptance of the Gift could be reasonably foreseen to have the potential to cause reputational risk to EC.

(d) Gift Valuation

Where a Gift cannot be easily or readily valued, documentation and valuation of the Gift must take place prior to acceptance of such Gift. Relevant information must be obtained and reviewed, including a copy of any appraisal by an independent qualified appraiser(s) secured by the donor, according to CRA's guidelines. It is EC’s general practice to have the donor pay for appraisals; however, exceptions may be approved by the CEO. At EC’s discretion, EC may secure and rely on its own appraisal, regardless of whether the donor has also provided an appraisal.

V. RECEIPTING

All Gifts will be recorded and receipted in accordance with the rules and regulations set out by the CRA and in accordance with the ITA.



Donors will only be provided with an official charitable receipt for a Gift (a “**Charitable Receipt**”) in respect of a Gift, or a portion of a Gift, where such Gift or portion thereof meets CRA’s requirements for issuing such receipts. If uncertainty exists as to whether a donation qualifies for a Charitable Receipt, a ruling may be sought by EC’s legal counsel, auditor and/or the CRA.

EC will automatically issue a Charitable Receipt for donations of Twenty Dollars (\$20.00) or more that qualify for such receipts in accordance with CRA guidelines. Receipts for donations of less than Twenty Dollars (\$20.00) will be issued only when requested by the donor.

Gifts not eligible for a Charitable Receipt include:

- Gifts of professional or personal services of an individual;
- Gifts by a company of its principal product or service; and
- a payment for a lottery ticket or other chance to win a prize.

All Charitable Receipts shall be issued an EC staff member authorized by the CEO to issue such receipts.

VI. ENGAGEMENT WITH DONORS

(a) Conflict of Interest

For the purposes of this Policy, a “**conflict of interest**” means a situation where there could exist the perception or risk that the judgment of an individual, including an EC staff member, volunteer or Director, could be influenced or appear to be influenced by: their personal interests or the personal interests of their friends, family or business associates; the interests of another entity in which they are involved, interested or to which they owe an obligation; any interest or relationship that is outside of EC, including a relationship with the donor. A conflict of interest includes a situation where a product, service or asset for personal use or gain is being offered to the staff member, volunteer or Director.

In cases of perceived or actual conflict of interest, those acting on behalf of EC must declare the conflict and allow an impartial individual to act for EC in respect of all matters involving the donor or Gift.

(b) No Advice to Donors

EC does not provide any legal, accounting, tax or financial advice to donors with respect to Gifts. EC in all cases encourages Donors to seek independent legal, accounting, tax or financial advice from professionals, which advice will be at the Donor’s expense. EC cannot suggest or endorse a third party as a source of advice in respect of a Gift. In some cases, EC may decline a Gift if the donor has not obtained independent advice.

Where determined appropriate by EC, donors will be requested to provide EC with an acknowledgement that:

- independent professional advice has been obtained; or
- independent professional advice has been waived though recommended by EC; and
- EC is released from any liability that may arise in relation to the making of the gift.

The above acknowledgement shall also be included in any Gift Agreement.



VI. RETURN OF GIFTS

As a general rule, as a RCAA, EC cannot return a Gift. Any return of a Gift must be in accordance with the requirements of the ITA. EC may return a Gifts where no Charitable Receipt has been issued, where same is permitted by the ITA and in accordance with its terms, including the requirement for an information return in respect of such returned Gift.

Where EC wishes to return a Gift, such return must be approved by the Board.

VII. RESPONSIBILITIES OF THE BOARD AND THE CEO

The Board is responsible for periodically reviewing and this Policy and updating it as needed.

The CEO is responsible for monitoring and implementing the Policy and for ensuring that EC staff members comply with its requirements.

The Board hereby authorizes the CEO to develop operational policies and procedures, including documentation standards, to support this Policy and the review, acceptance and receipting of Gifts.

VIII. MONITORING AND REVIEW

This Policy will be reviewed at least every three (3) years and as otherwise may be necessary or desirable, including in the event of amendments to the ITA or CRA guidance on Gifts. The CEO or delegate, acting under the direction of the Board is responsible to monitor and review this Policy as set out herein and to put same before the Board for review and consideration.