

Fundraise for St. Jude Guidelines

Thank you for your interest in hosting a DIY fundraiser to benefit St. Jude Children's Research Hospital. The mission of St. Jude Children's Research Hospital is to advance cures, and means of prevention, for pediatric catastrophic diseases through research and treatment. Consistent with the vision of our founder Danny Thomas, no child is denied treatment based on race, religion or a family's ability to pay.

Terms:

These Terms are designed to help you organize a successful event in accordance with our guidelines. Please feel free to contact us should you have any questions about hosting a DIY Fundraising Event:

St. Jude Support Team
(800) 457-2444
specialevents@stjude.org

These Terms apply to any DIY fundraiser or third party event ("DIY Fundraising Event"), that is organized by an individual, affiliated group or organization other than ALSAC/St. Jude, for the purpose of raising funds for the benefit of St. Jude Children's Research Hospital.

By setting up a DIY Fundraising Event fundraising account and conducting a DIY Fundraising Event, you ("Event Coordinator" or "You") agree to be bound by and to comply with these Terms. Please review the following terms carefully. These Terms are a legally binding agreement between you and American Lebanese Syrian Associated Charities, Inc. ("ALSAC" or "our" or "we" or "us"), the fundraising and awareness organization for St. Jude Children's Research Hospital ("St. Jude"), pertaining to the access and use of the services offered, and all products, information, content, media, printed materials, and "online" or other electronic documentation related to your DIY Fundraising Event.

The DIY Fundraising Event Materials ("Materials") and the Online Fundraising Portals ("Site") are offered to you on the express condition that you accept, without modification, and abide by these Terms. Your access and use of the Materials and the Site is conditioned upon your continued compliance with these Terms. We reserve the right to change the Terms any time by posting revised terms on the Site (which shall constitute reasonable notice), and such amended terms shall be binding upon you.

Your completion of the DIY Fundraising Event application is not a guarantee of approval of your DIY Fundraising Event. The DIY Fundraising Event must be reviewed and be approved by St. Jude. We must make certain that the DIY Fundraising Event aligns with the mission of St. Jude and does not jeopardize the good reputation or goodwill of St. Jude, or result in liability or undesirable publicity for St. Jude. St. Jude must be notified if there are any significant changes to the DIY Fundraising Event once it has been approved. If circumstances warrant, St. Jude may disassociate itself from the DIY Fundraising Event and require that you refrain from using St. Jude's name and logo.

As the Event Organizer, you are agreeing to be responsible for planning and executing the DIY Fundraising Event in all aspects, including expenses. St. Jude will not reimburse Event Coordinator for the purchase of goods or services for the DIY Fundraising Event. No goods or services may be charged to or billed to St. Jude for any reason. St. Jude will not be responsible for any expense or debts incurred. The tax-exempt status of St. Jude may not be used to purchase items for your fundraising event. Event Coordinator is responsible for obtaining all applicable permits, licenses and insurance certificates and may not request

such be issued in the name of St. Jude. Event Coordinator is responsible for safeguarding donations made to benefit St. Jude and promptly sending donations to St. Jude. Event Coordinator is responsible for clearly conveying and representing that St. Jude Children's Research Hospital is a beneficiary, not the host or party responsible for the event. "St. Jude" should not be used as the event title; rather, the event should be promoted as an event to benefit St. Jude® (i.e. "XYZ Golf Tournament to benefit St. Jude Children's Research Hospital").

The "St. Jude Trademarks" are defined as: the St. Jude and ALSAC names, trade names, trademarks, service marks, designs, trade dress and logos. Event Coordinator must obtain approval of each use of the St. Jude Trademarks in connection with the DIY Fundraising Event, in advance and in writing. Event Coordinator may not use the names of current or former St. Jude and ALSAC officers, directors, employees or affiliated physicians or faculty except upon the prior written consent of St. Jude. We may withdraw our approval for your DIY Fundraising Event, and take such other action as we deem appropriate, if ALSAC determines, in its sole discretion, that any of the St. Jude Trademarks are being used without permission, improperly or wrongfully or that liability or undesirable publicity will attach to ALSAC or St. Jude, or that the reputation and good will of ALSAC or St. Jude is jeopardized. Event Coordinator has a limited, nontransferable license to use the St. Jude name in materials for the sole purpose of identifying that the DIY Fundraising Event is "benefitting St. Jude Children's Research Hospital" if such statement is true, with all proceeds exceeding direct expenses being donated to St. Jude. If for any reason we feel that our reputation may be compromised, we reserve the right to cancel the DIY Fundraising Event and require that the St. Jude name and logos not be used in connection with the DIY Fundraising Event. We are not responsible for any financial or other damages that may result from such cancellation.

St. Jude takes no responsibility and holds no liability for any DIY Fundraising Event. St. Jude is not responsible for any damage, accidents to persons or property at the DIY Fundraising Event. You acknowledge that you are hosting a fundraising event to benefit St. Jude as a third-party, independent event, at your own risk. You agree to defend, indemnify, and hold harmless ALSAC, St. Jude Children's Research Hospital, and their respective directors, officers, and employees from any and all claims, demands, liabilities, lawsuits, settlements, actions, damages and expenses whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to: (i) the DIY Fundraising Event; (ii) any negligent act or omission of, or by Event Coordinator, your employees, agents, vendors, officers or directors; or (iii) any failure of performance by Event Coordinator, your employees, agents, vendors, officers or directors duties and responsibilities. This section shall survive any termination, cancellation or expiration of this agreement.

YOU EXPRESSLY ABSOLVE AND RELEASE ALSAC / ST. JUDE, THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FROM ANY CLAIM OF HARM RESULTING FROM THE DIY FUNDRAISING EVENT OR THE SITE. IN NO EVENT SHALL ALSAC / ST. JUDE, THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE FOR ANY DIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, THE DIY FUNDRAISING EVENT, WITH THE DELAY OR INABILITY TO USE THE SITE, LOSS OF DATA, OR THE FAILURE TO STORE ANY INFORMATION OR MATERIALS AVAILABLE THROUGH THE SITE, WHETHER BASED ON CONTRACT, TORT, CONTRACTUAL LIABILITY, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ALSAC / ST. JUDE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES HAVE BEEN ADVISED OF SUCH DAMAGES.

Donations made payable and submitted to St. Jude or given through the online fundraising portal are tax deductible to the fullest extent allowed by law. St. Jude will provide donation receipts for monetary contributions made directly to St. Jude. Use of St. Jude's tax ID is not permitted. You are not permitted to provide donation receipts for tax purposes on behalf of St. Jude.

The DIY Fundraising Event and all associated activities must comply with applicable local, state, and federal laws and regulations.

St. Jude does not share its list of donors or supporters.

St. Jude does not provide insurance Event Coordinators or for DIY Fundraising Events. Event Coordinator will maintain insurance in limits and amounts sufficient to cover any claims or liabilities that may reasonably arise out of or relate to the DIY Fundraising Event and will provide evidence of such insurance upon request. The Event Coordinator must have appropriate insurance in place no later than three days prior to the scheduled event.

St. Jude will not sponsor the DIY Fundraising Event, and as a result, will not do the following on your behalf: (i) sell tickets; (ii) recruit sponsors; (iii) reach out to celebrities to attend or support your event; (iv) reach out to patients to attend or support your event; (v) promote your event on St. Jude social media pages; (vi) promote or endorse any third-party cause, idea, political campaign, website, product or service; (vii) provide donation receipts for tax purposes unless donations are received directly by St. Jude tax receipts (under most circumstances; please contact St. Jude if you have questions).

St. Jude prohibits the following, unless Event Coordinator has obtained prior written authorization from St. Jude:

- Creating your own materials using St. Jude trademarks, such as the St. Jude logo.
- Implying or stating that St. Jude is the host, sponsor or endorser of your event.
- Establishing or creating a bank or holding account using the St. Jude name.
- Soliciting donations from the public at stores, gas stations, side-of-the-road collections, door-to-door, or via telemarketing, direct mail or vending machines.
- Provide acknowledgment letters for tax purposes on behalf of St. Jude.
- Representing that you are an employee of St. Jude, if you are not.
- Representing that all funds raised will be coming to St. Jude if a portion will be used to cover the expenses of the event.
- Creating domain names, webpages (other than your stjude.org registered fundraising page), or social media profiles/accounts using the name St. Jude.
- Creating your own nonprofit organization using the St. Jude name and trademarks, such as the St. Jude logo.
- Implying endorsement of or endorsing the sale of any goods or services.

St. Jude does not permit the following DIY Fundraising Events:

- Long-distance or point-to-point endurance events and/or record-setting endurance events.
- Events requiring the acquisition, use or solicitation of St. Jude donors, vendors, partners, or employees.
- Events using professional fundraising organizations.

- Events based on cause-marketing campaigns or promotions, apparel sales, percentage of sales.
- Political events.
- Events that involve gambling, tobacco companies or products, drugs, hate speech, firearms, sexual content, or the over-indulgence or irresponsible consumption of alcohol.
- Any fundraising event, activity or materials that do not align with the mission of St. Jude.

MISCELLANEOUS:

Raffles/drawings where individuals purchase a chance to win a prize are governed by a variety of state and federal laws. Due to the complexities of these legal requirements, we strongly discourage third parties from conducting raffle/drawing fundraising. Applying for any charitable raffle or charitable gaming permit using the St. Jude name is prohibited.

St. Jude reserves the right to terminate its relationship with any participant at any time for any reason. St. Jude assumes no legal or financial liability for DIY Fundraising Event.

By proceeding with the use of the Site, conducting a DIY Fundraising Event for St. Jude, and raising money for the benefit of St. Jude, you understand the foregoing and agree to abide by these Terms.