Community Fundraising Terms & Conditions

Thank you for organizing a Community Fundraiser to benefit the National Brain Tumor Society (NBTS). We are grateful for your commitment to our community, and support of our mission to find a cure. By providing this document publicly on our website, we assume all Event Organizers have read and fully understood the below information, and the National Brain Tumor Society is not liable should an Event Organizer not take the time to read or understand the Community Fundraising Terms & Conditions. By raising funds for the National Brain Tumor Society, all Event Organizers automatically agree to the following:

**Use of National Brain Tumor Society Brand**

1. Upon request and to the extent possible, NBTS will provide the Community Organizer with available print materials and electronic logos appropriate to the event/initiative and its fundraising activities.

2. The National Brain Tumor Society's name or logo may not be altered in any way, and its usage requires prior knowledge by an NBTS staff member. Any questionable Community Fundraising materials or content created by the Community Organizer (e.g. promotional items, invitations, etc.) using the NBTS name, logo or likeness may not be approved for final print, publishing, or distribution to the general public by an NBTS staff member. Logo guidelines are available upon request.

3. All Community Fundraising materials and promotional tools may not make any representation which would indicate NBTS is hosting, producing or sponsoring this event or initiative. All event or initiative materials should make clear, where possible, that funds are being raised “on behalf of”, “in support of”, or “to benefit” rather than “by” the National Brain Tumor Society.

4. All website content pertaining to NBTS, if applicable, should be submitted to an NBTS staff member for review and should be approved by NBTS before anything is posted. NBTS reserves the right to remove any link to the Community Fundraising website if it contains any content deemed objectionable or reserves the right to request that website content be changed or removed if it is deemed objectionable and/or incorrect.

**Use of National Brain Tumor Society Online Fundraising Pages**

Community Organizers may create an event or initiative website, hosted by NBTS, and allow online credit card donations to be made directly to NBTS through the Classy platform and its processors.

1. Community Organizers are NOT authorized to enter in offline donations. All offline donations, checks or anticipated funds, must be mailed to the National Brain Tumor Society national office
and entered onto the website by an official NBTS staff member.

2. The Community Organizer’s website must follow the structure provided; content representing NBTS may not be deleted or altered.

3. The Community Organizer is responsible for creating and maintaining the information on the event or initiative’s website.

4. NBTS reserves the right to remove objectionable material from any Community Organizer’s websites.

**Donations & Gift Acknowledgements**

1. The Community Organizer is responsible for all expenses, and will maintain appropriate financial controls and records related to fundraising. The National Brain Tumor Society is not able to cut funds back to a Community Organizer to assist with the payment of event expenses. If a Community Organizer chooses to host registration on a non-NBTS affiliated website, the Event Organizer should consult his/her tax advisor for any tax implications associated with depositing event revenue into personal or event related accounts.

2. Community Organizers have the option to accept, process, and acknowledge their donations in one of the following ways and will be required to adhere to the following terms and conditions appropriate to the selected option.

   a. Create a fundraising website, hosted by NBTS, and allow online credit card donations to be made directly to NBTS. An email receipt will be sent to all donors through this option. Registrations through the NBTS event website may not be tax deductible.

   b. Community Organizers can collect donors’ checks made payable to National Brain Tumor Society and send them directly to the NBTS, Attn: Community Events, National Brain Tumor Society, 55 Chapel Street, Suite 200, Newton, MA 02458; such donations will be processed and acknowledged by the National Brain Tumor Society under the organization’s tax identification number. Community Organizers must include a completed Community Organizer [Donation Form](#) with checks that indicates which Community Event or Community Initiative the donations are for.

   c. Donors may mail checks directly to National Brain Tumor Society, Attn: Community Events, 55 Chapel Street, Suite 200, Newton, MA 02458. Donors must record the Community Event or Community Initiative’s name on the check memo line and include a completed [individual donor donation form](#).

   d. If a Community Organizer receives cash or a check made out to them personally, the Community Organizer may deposit the checks or cash; however, the Community Organizer must then send a check made out to the National Brain Tumor Society for the
deposited amount or make an online donation to his/her event page for the deposited amount. If the Community Organizer submits donations this way, only the Community Organizer will receive an acknowledgement from the National Brain Tumor Society. The Community Organizer is responsible for following IRS guidelines for tax deductible donations. Please consult your tax advisor for any tax implications associated with depositing funds associated with the event.

3. It is encouraged that all donations be sent to NBTS within 30 business days of the event and/or collection activity to ensure prompt processing and acknowledgements. Donations made payable directly to the National Brain Tumor Society will be acknowledged by NBTS according to the following: 1) online donations will be acknowledged by email; 2) all offline donations will be acknowledged in writing via mail provided the donor provides a valid street address. *Please note, donor acknowledgement may take up to 4 weeks.

Event Expenses & Vendors

1. The Community Organizer is responsible for hiring and managing all vendors.

2. The Community Organizer is responsible for all bookkeeping, accounts receivable and accounts payable for the event.

3. NBTS does not provide upfront capital or payment of expenses before or after an event. NBTS cannot pay Community Organizers back for expenses.

Compliance with Law

The Community Organizer agrees to comply with all federal, state and local laws, regulations, ordinances and rules relating the promotion, organization and conduct of the Community Event or Community initiative. The Event Organizer agrees to adhere to any local and federal laws regarding gaming, raffles or auctions of any kind. The Community Organizer agrees he/she shall be responsible for obtaining all permits, licenses, insurance and permissions from state and local authorities necessary for promoting, organizing and conducting the event or initiative. The Community Organizer agrees it shall be exclusively liable for any injuries or losses sustained by third-parties in connection with the Community Event or Initiative.

General Liability & Indemnification

1. The Community Organizer is responsible for securing and adhering to all guidelines associated with required permitting, licensing, and insurance required by the appropriate local, state, and federal governing bodies.
2. NBTS will not be held liable for any injuries, accidents, or emergency conditions that may occur before, during or after the event/initiative or the planning of such event.

3. NBTS is not responsible for any financial loss or damaged goods associated with the planning and execution of the event.

4. NBTS is not responsible for the success of the event/initiative, nor the activities conducted by the Community Organizer.

5. NBTS is not responsible for and cannot provide insurance for the event/fundraiser.

6. The Community Organizer agrees to indemnify and hold harmless NBTS against loss or threatened loss or expense by reason of the liability or potential liability of the NBTS for or arising out of any claims for damages.

7. NBTS may withdraw its support and affiliation with the event at any time if deemed necessary for any reason.

Photo & Video Consent

By hosting an event/initiative in support of or to benefit the National Brain Tumor Society, the Event Organizer agrees to consent to and authorize the use and reproduction of any and all photographs, audio and video recording, or any other records which are taken of him/her or their event/initiative, event/initiative participants, or their Community Event that are posted on social media or are specifically taken by the National Brain Tumor Society, or anyone authorized by the National Brain Tumor Society, without any compensation to them.

Final Agreement

By this document being public record to the community, all National Brain Tumor Society Community Organizers automatically agree to all sections of the Community Fundraising Terms and Conditions. The Community Organizer is also agreeing to execute his/her Community Event or Initiative to the best of his/her ability and agree to not hold the National Brain Tumor Society liable for any issues that may arise during the planning or execution of the event or initiative.

For questions on the Community Fundraising Terms and Conditions, please contact Lauren Gainor at lgainor@braintumor.org or 617.237.1758.