



Community Fundraising Terms and Conditions

Thank you for organizing and/or hosting a Community Fundraiser (also referred to here as a “Fundraiser Event”) 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 submitting a Website Request Form and/or by hosting a Community Fundraiser to benefit or support the National Brain Tumor Society, you confirm, represent and warrant that you and all Event Organizers associated with this Community Fundraiser (collectively, “you”) have read and fully understood the information herein, and that you agree to all of the terms and conditions contained in this document. By joining NBTS’s Community Events program including organizing and hosting or carrying out a Community Fundraiser event to benefit National Brain Tumor Society and in doing so, utilizing the NBTS brand name, logo and/or other Intellectual Property, you as the Event Organizer agree to the following:

I. Event Expenses & Vendors

1. The Event Organizer is responsible for hiring and managing all vendors.
2. The Event Organizer is responsible for all bookkeeping, accounts receivable and accounts payable for the event.
3. The Event Organizer is responsible for all event or fundraising expenses, and he/she will maintain appropriate financial controls and records related to fundraising.
4. NBTS is not responsible, and you agree not to hold NBTS responsible and you hereby hold harmless and indemnify NBTS for responsibility for and any and all losses or damages arising from, all activities set forth in this section I.
5. NBTS will not provide any funding to an Event Organizer to assist with the payment of event expenses, and NBTS will not provide upfront capital or payment of event or fundraising expenses before, during or after an event.

II. Compliance with Law

The Event Organizer agrees to comply with, and to ensure that all attendees at the Community Event comply with, all local, state and federal laws, regulations, ordinances and rules, including but not limited to those regarding fundraising events of any kind such as, without limitation, gaming, raffles and auctions. The Event 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 activities at the event.



III. General Liability & Indemnification

1. The Event Organizer is responsible for adhering to all laws, regulations and guidelines associated with any permitting, licensing, and insurance required by the appropriate local, state, and federal governing bodies.
2. By agreeing to this document and/or by hosting an event to benefit or support the National Brain Tumor Society and in consideration of NBTS granting permission to hold an event in its name and/or to use NBTS Intellectual Property in association with a fundraising event, the Event Organizer shall, and hereby does, indemnify, defend and hold NBTS and its affiliated entities, trustees, directors, officers and employees harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or in any way resulting from the production, organization and holding of the fundraising event, or arising from any obligation of the Event Organizer hereunder. NBTS is not responsible for and shall not be deemed to guarantee the success of the event/initiative.
3. NBTS is not responsible for and cannot provide insurance for the event/fundraiser. It is the responsibility of the Event Organizer to obtain insurance for his/her event.
4. NBTS may withdraw its support and affiliation with the event at any time and for any reason, within its sole discretion.
5. If alcohol will be present and/or served at the event, the Event Organizer agrees to implement the proper legal ID and consumption measures. NBTS shall not be liable under the relevant dram shop law(s) or any other law or regulation for ensuring that participants in the Community Event adhere to the legal ID and consumption requirements for alcohol, and the Event Organizer assumes all such risks and liability, and indemnifies NBTS therefrom, under the provisions of this Section III.
6. COVID-19: Any interaction with the general public poses an elevated risk of being exposed to COVID-19 and we cannot guarantee that you or your event participants will not be exposed while in attendance at your community event. By hosting an in-person event, you voluntarily assume all risks related to exposure of COVID-19 to you, your event participants and anyone else present at your event. By hosting an in-person event, you agree to follow all laws and safety policies tied to COVID-19 from your local and state government as well as the Centers for Disease Control (CDC). In addition, you agree to enforce social distancing at your event and the proper safety precautions for in-person events. The National Brain Tumor Society is not responsible for the health and safety of any Community Event or fundraising effort.



IV. Photo & Video Consent

By hosting an event to benefit or support the National Brain Tumor Society and in consideration of being authorized by NBTS to host an event/initiative in support of or to benefit NBTS, the Event Organizer consents to the use and reproduction by NBTS of any and all photographs, audio and video recording, or any other records (together, "Media") which are taken of him/her or their event/initiative or event/initiative participants, that are posted on social media, shared with NBTS staff directly or indirectly, or are specifically taken by NBTS or anyone authorized by NBTS, without any compensation to the Event Organizer or anyone (or the custodian or legal guardian of anyone, or executor or trustee of the estate of anyone) depicted or represented in such Media.

V. Use of National Brain Tumor Society Online Fundraising Pages

Event 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. Event 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 must be entered onto the Community Event website by official NBTS staff.
2. The Event Organizer's website must follow the structure provided; content representing NBTS, such as the header or footer NBTS photo and text, may not be deleted or altered.
3. Except as otherwise provided herein, the Event Organizer is responsible for creating and maintaining the content on the event or initiative's website.
4. NBTS reserves the right to remove objectionable material from any Event Organizer's website or make appropriate additions to Event Organizer's websites.
5. If an Event Organizer hosts an event through the NBTS Classy platform, the individual is responsible for requesting admin status and pulling his/her event reports regarding donors, transactions and event participants. If assistance from NBTS staff is needed to pull these reports, such assistance must be requested Monday-Friday during 9:00am-5:00pm Eastern Time business hours. All such requests for assistance require a minimum of 48 business hours advance notice in order for NBTS to generate the requested reports.
6. It is the Event Organizer's responsibility to review and approve all content, processes and emails associated with individual's NBTS Classy event or donation page. Once the Event Organizer activates his/her website, it is assumed that all content hosted on that site has been approved by the Event Organizer.



VI. Use of National Brain Tumor Society Intellectual Property

1. Upon request and to the extent possible, NBTS will provide the Event Organizer with available print materials and electronic logos appropriate to the event/initiative and its fundraising activities.
2. The use of National Brain Tumor Society's name, content, collateral, brand, trademarks, and logos (collectively, "NBTS Intellectual Property") in any way in association with an event requires prior approval in writing by an NBTS staff member or member of the NBTS marketing communications team. Any Community Fundraising materials, designs, photography, content/copy, photography, or imagery containing any NBTS Intellectual Property for promotional items, invitations, online or web-based content and pages, signs, and collateral materials, must use NBTS Intellectual Property in compliance with and as set forth in the NBTS style guide (available upon request) and in other NBTS brand guidelines that may from time-to-time be provided to the Event Organizer by NBTS. Any materials containing any NBTS Intellectual Property that, in the sole discretion of NBTS, are deemed questionable, inappropriate, or not in compliance or alignment with the NBTS brand, standards, style guide and/or mission, will not be approved for final print, publishing, or distribution to the general public.
3. All Community Fundraising materials and promotional tools may not make any representation which would indicate, suggest or imply, or from which anyone could infer, that NBTS is hosting, producing or sponsoring the 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 and associated with the event must be submitted to an NBTS staff member for review and must be approved by NBTS before anything is posted. NBTS reserves the right to remove any NBTS link to the Community Event website if it contains any content deemed objectionable, and reserves the right to require that website content be changed or removed if, in the sole discretion of NBTS, it is deemed objectionable and/or incorrect.

VII. Community Event Social Media Usage

NBTS embraces the fact that today's communities exist online as well as in the physical world. Social media (including but not limited to blogs, video/photo posting sites (YouTube, Vimeo, Flickr), podcasts, wikis and online Portals, forums (reddit), listservs, social platforms (Facebook, Twitter, LinkedIn, Instagram, Snapchat, TikTok, etc.) offers new channels for socializing, information-sharing, engaging, ideation, and marketing. We encourage these Event Organizers to use social media to promote their events to their audiences. NBTS defines social media as online-based applications that empower users to create, discuss, and share information, communicate, and collaborate with a virtual audience. The National Brain Tumor Society reserves the right to take legal action where necessary against organizations who engage in prohibited or unlawful conduct.



This includes:

Personal Use of Social Media

NBTS expects all Event Organizers and their staff/volunteers/participants to act professionally whenever they post anything to the general public on social media. We encourage organizers to use good judgment and discretion when using social websites and business networking sites. NBTS is not responsible or liable for any social media posts/content sharing by Event Organizers, volunteers, committees, or participants that are offensive, inappropriate, or not aligned with the NBTS mission and values.

When operating on social media on behalf of a Community Event or the National Brain Tumor Society:

- Do ensure all content posted to promote the Community Event, or NBTS as an organization, reflect the professional nature of NBTS and is aligned with the mission, policies, and guidelines of NBTS
- Do ensure all posts to social media channels are aligned with the official NBTS brand guidelines (see Section VI above)
- Do ensure posts to social media channels reflect verified facts found on the NBTS website or materials
- Do respect proprietary information and content, financial disclosure laws, and confidentiality
- Don't use offensive words or expletives
- Don't share confidential information
- Don't share copyright, trademarked documents or statements
- Don't talk ill of other organizations in the space
- Don't release confidential research
- Don't fight with people online
- Don't respond to trolls
- Don't share political affiliations
- Don't use copyrighted materials from other entities without express permission

VIII. Donations & Gift Acknowledgements

1. If an Event 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. NBTS is not responsible for any tax liabilities arising from any event that is organized, promoted and/or held by the Event Organizer.
2. Event 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. Event 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. Event Organizers must include a completed Event Organizer Donation Form with checks to indicate 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 006, 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 an Event Organizer receives cash or a check made out to them personally, the Event Organizer may deposit the checks or cash; however, the Event 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 Event Organizer submits donations this way, the initial donor will not be able to receive a tax receipt for his/her donation, as the funds were processed by the Event Organizer and not NBTS directly. The Event Organizer is responsible for following IRS guidelines for tax deductible donations. The Event Organizer should consult a tax advisor for any tax implications associated with depositing funds associated with a Community Fundraiser.

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.

IX. Final Agreement

By submitting a Website Request Form and/or by hosting an event or fundraising effort to benefit the National Brain Tumor Society, the Event Organizer hereby acknowledges that he/she/it has read and understood, and agrees to be bound by, all of the terms and conditions of this document, in association with the Fundraising Event. For questions on the Community Fundraising Terms and Conditions, please contact Communityevents@braintumor.org or 617.658.7034.