



Terms and Conditions FOR DIY FUNDRAISING EVENTS

1. Relationship to Arthritis Foundation; Mission-related benefit; Registration of DIY Fundraising Events

Do it Yourself ("DIY") Fundraising Events are fundraising efforts organized and carried out by third parties wishing to support the Arthritis Foundation's mission, without the direct assistance or involvement of the Arthritis Foundation. All DIY Fundraising Events must align with and benefit the mission of the Arthritis Foundation (AF).

2. Use of Arthritis Foundation Name and Logo

Registered DIY Fundraising Event organizers have access to the "Unstoppable Against Arthritis"™ themed logo with the language "benefitting the Arthritis Foundation". DIY fundraisers may not use the Arthritis Foundation logo unless approved in advance, in writing. The user shall designate the Arthritis Foundation by name as the beneficiary of the Event in printed materials – press releases, print, broadcast, or other promotional materials.

3. Use of Website

User will be granted access to an online fundraising portal in order to solicit donations for the Arthritis Foundation. Any content deemed inappropriate, controversial or otherwise objectionable or potentially harmful to the reputation of the Arthritis Foundation will be required to be removed and, if deemed necessary in the sole discretion of the Arthritis Foundation, will be removed by the Arthritis Foundation and user access to the fundraising portal will be revoked.

4. Financial Policies

- a. The Arthritis Foundation's tax identification number and state sales tax exemption certificates cannot be made available to DIY event organizers. However, the Arthritis Foundation staff can provide a verification letter confirming the organizer's intent to raise funds for the Arthritis Foundation. Requests for a verification letter should be sent to: diy@arthritis.org
- b. Once the DIY Event organizer has registered the DIY Fundraising Event, the Arthritis Foundation will provide the organizer access to an online fundraising portal to request donations to be made directly to the Arthritis Foundation.
- c. The Arthritis Foundation will not reimburse organizers for any expenses for DIY Fundraisers. Organizers should ensure they are planning for these expenses and building in costs.
- d. The Arthritis Foundation will not pay invoices, provide petty cash, or supply merchant processing for any DIY Fundraiser Event.
- e. Checks payable to the Arthritis Foundation must be delivered to the Arthritis Foundation, which is responsible for depositing all checks made out to the Arthritis Foundation.
 - i. The Arthritis Foundation provides tax acknowledgements only for donations directly payable to the Arthritis Foundation; therefore, checks made out to the Event organizer can not be acknowledged. IRS regulations do not allow receipts to be given by anyone but Arthritis Foundation employees. Organizers or donors should refer to their personal tax advisor with questions.

- f. Bank accounts may not be opened by anyone in the name of the Arthritis Foundation.
- g. Within one week of the conclusion of the Event/campaign, the DIY organizer should convert any cash and/or checks made payable to the Event organizer to a money order or check made out to the Arthritis Foundation.
 - i. To ensure proper stewardship of funds and ensure they receive proper credit for their efforts, the DIY Event organizers must submit donations with the [DIY Donation Submission form](#).
 - ii. In order for any cash donors (or donors contributing via checks made out to the Event organizer) to receive an acknowledgement, the organizer will need to provide the donor information on the Donation Submission Form
 - iii. The [Donation Submission Form](#) and all proceeds should be mailed to the Arthritis Foundation at:

Arthritis Foundation ATTN: DIY Fundraising
1355 Peachtree St. NE
Suite 600
Atlanta, GA 30309

5. Alcohol guidelines

The Arthritis Foundation may not purchase alcohol for a DIY fundraiser. The DIY fundraiser must adhere to all federal, state and local laws and regulations in the serving or selling of alcohol at events.

6. Raffle/Gaming guidelines

The DIY Fundraiser must adhere to all local and state raffle or gaming laws and regulations. Raffle permits may not be taken out in the Arthritis Foundation's name.

7. Marketing

In line with Arthritis Foundation policy, AF will not have sponsorships with any corporation that has a significant involvement in the manufacturing of tobacco-related products, pornography or weapons. However, a company that produces an excluded product or service may sponsor the AF through a separately-identified, non-excluded product or service it offers. AF will also not have sponsorships with any corporation with questionable environmental practices or child labor issues. The foregoing exclusions are not intended to be exhaustive or complete. AF reserves the right to refuse sponsorships with any company whose business practices, services, or goods the AF deems immoral, illegal, unethical or potentially harmful to the reputation or the Arthritis Foundation.

8. Liability insurance; Assumption of Risk; Release from Liability; and Covenant Not to Sue; Prohibited Activities

- a. Events should be organized and conducted with the safety of participants, observers, and others in mind. Care should be taken to avoid potentially risky activities, and to ensure that all activities are conducted safely.
- b. Because DIY Fundraising Events are organized and conducted by third parties, and not the Arthritis Foundation, the Arthritis Foundation cannot extend its insurance coverage or provide certificates of insurance for DIY Fundraising Events or for organizers, volunteers, participants or observers of such Events. The third party DIY

organizer is strongly encouraged to seek liability insurance, and any other appropriate insurance coverage, through a licensed provider.

- c. **Prohibited Events:** The Arthritis Foundation does not sponsor, organize, approve or conduct DIY Fundraising Events. DIY Fundraising Events are created and carried out by the organizer(s) and are subject to the creativity, imagination, energy and passion of the Event organizer(s). Events must be organized and carried out with the safety of participants foremost in mind. The following activities are not permitted for DIY events:

- Base jumping
- Bull riding
- Car racing
- Extreme skiing (adaptive skiing is permitted)
- Firework Sale/Displays
- Gliding
- Go-Kart Races
- Hang Gliding
- Hot air ballooning
- Motocross
- Motorcycle Events
- Parachuting Events
- Private aircraft travel
- Rappelling
- Rock climbing
- Scuba diving
- Skateboarding with stunts involved
- Ski jumping
- Skydiving
- Use of Bouncy Houses
- White water rafting/kayaking

Please note this list is not all inclusive.

- d. **The DIY Fundraising Event organizer and any participants, observers and other attendees assume any and all risks which might be associated with the Event and further waive, release, discharge and covenant not to sue the Arthritis Foundation, its officers, employees, volunteers, contractors or other representatives, or any of their lawful representatives, successors and assigns, for any injuries, losses, costs or damages of any kind whatsoever as a result of the Event and related activities to participants, observers, volunteers or other persons or property.**
- e. If you have questions about receiving liability insurance for your DIY Fundraiser, consult with your insurance agent or lawyer.

9. Privacy

Due to privacy laws, the Arthritis Foundation does not loan or give out its mailing lists for any DIY Fundraising Event, but may consider running a mailing on behalf of the third-party organizer. Responsibility for costs associated with such a mailing will be determined on a case-by-case basis.

10. Independence

While the Arthritis Foundation appreciates and accepts financial support for its mission through DIY Fundraising Events, it will always exercise independent judgment in its decision making.

These are the Arthritis Foundation's standards for third-party DIY Fundraising Events. There may be circumstances that warrant having a more formal agreement with an organizer for a DIY third-party event.