

STARS FOR WISHES CAMPAIGN AGREEMENT

Make-A-Wish® Orange County and the Inland Empire ("Make-A-Wish") appreciates your interest in holding a fundraising event to help us grant the wishes of children with life-threatening medical conditions. Please fill out this proposal form and indicate your acceptance of the terms and conditions herein by returning a signed copy to us. If the proposal is approved, we will send you a fully signed copy, at which time your license to use the Make-A-Wish® name and Marks will become effective.

Event and Contact Information:

Name of contact person: _____

Company: _____

Company Address: _____

Business Phone: _____ Cell phone: _____

Fax: _____ E-mail: _____

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| <p>Campaign Dates: <i>*Please note: We have seen the best success with 1 month campaigns, however there is a 3 month max. Should you wish to continue the star campaign for a longer time period, the program will be evaluated after the initial contract end date and a new contract will be created.</i></p> | <p>Start Date: _____</p> <p>End Date: _____</p> |
| <p>How often will you submit proceeds to MAW?</p> | <p><input type="checkbox"/> Weekly</p> <p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> At the end of the contract</p> <p><input type="checkbox"/> Other (please describe): _____</p> |
| <p>Would you like us to promote your campaign on our website and social media?</p> | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> |
| <p>Please provide all social media handles so we can connect to you!</p> <ul style="list-style-type: none"> One Facebook post at the beginning of your campaign and multiple tweets. An additional Facebook post will be done after the initial \$100 is submitted along with a photo of the store designated star wall. | <p>Facebook.com/ _____</p> <p>Twitter @ _____</p> <p>Website: _____</p> |
| <p>Would you like to utilize the custom coupon option? <i>*coupon will be provided in electronic form only</i></p> | <p><input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>If yes, please describe the exact offer you would like us to provide on the coupon: (example: "Please enjoy a free cookie on your next visit!")</p> <p>_____</p> |
| <p>Would you like to utilize our promotional poster? <i>*poster will be provided in electronic form only</i></p> | <p><input type="checkbox"/> No <input type="checkbox"/> Yes</p> |
| <p>Anticipated total donation to Make-A-Wish:</p> | <p>\$ _____</p> |

Logo Usage

Make-A-Wish Publicity Rules:

Intentional misuse and failure to strictly adhere to the graphic standards of Make-A-Wish Orange County and the Inland Empire will result in the immediate revocation of your licensing agreement and your right to use its name in fundraising efforts.

1) Use of the logo and brand name. Please use care with the Make-A-Wish® name and logo in all materials so that we can maintain a strong brand. Send ALL promotional materials to your Make-A-Wish contact for approval BEFORE PRINTING!

Name: Please note that "Make-A-Wish" is spelled with a capital "A" and with hyphens (not "Make a Wish"). It should be used as an ADJECTIVE or a NOUN, not a verb:

Incorrect: Come help make a wish come true. (used as a verb)

Incorrect: Thank you for supporting Make a Wish. (no hyphens)

Correct: Thank you for supporting Make-A-Wish. (used as a noun)

Correct: Thank you for supporting the Make-A-Wish mission. (used as an adj.)

Logo: Please do not alter our logo or name by customizing it to your specific event.

For example, don't change it to "Bake-A-Wish" if you're having a bake sale.

In addition, don't pull logos from the Internet – just ask your Make-A-Wish contact to send them to you.

Keep the area around the Make-A-Wish logo clear of all type, photos, illustrations, or other graphic elements.



These elements should not be placed closer to the logotype than the clear space area shown here. The logotype should always appear on a clear and uncluttered layout. It may not be placed on a patterned or complex background.

2) Our mission is to grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy.

Never use words such as "terminally ill" or "dying," as these labels can instill a sense of defeat and can be counterproductive as our wish kids fight to overcome their conditions. Many of these children are able to beat their illnesses, and it is important to keep a positive mindset! This is the most common misconception about Make-A-Wish, so when you are representing us in the community, please help us correct it.

Ask us for our chapter-specific logo. We have it in black, white and blue and in three different formats: JPG, EPS and PNG. Let us know which color and format you would like for your marketing materials!

Please avoid use of our national logo. Use our chapter-specific logo.



Terms and Conditions

1. Sponsor agrees to provide Make-A-Wish with all of the net proceeds from the Event, in a form acceptable to Make-A-Wish, within thirty (30) days after the Event. Make-A-Wish may audit the Event revenues and expenses, if necessary.
2. Make-A-Wish is a licensed chapter of the Make-A-Wish® America, the owner of certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, Make-A-Wish Foundation and the swirl-and-star logo (collectively, the "Marks"). If (and only if) this proposal is approved by Make-A-Wish, Sponsor will be granted a non-exclusive license to use the Marks in connection with the Event, although only within the geographic territory served by our chapter, i.e., Orange, Riverside and San Bernardino counties.
3. The term of the license granted hereunder shall be from the date Make-A-Wish approves Sponsor's proposal until the conclusion of the Event; provided, however, that Make-A-Wish has the right to terminate the license if it determines, in its reasonable discretion, that the Event is or will likely be injurious to the Marks.
4. Any use of the Marks is subject to the prior written approval of Make-A-Wish. Accordingly, Sponsor agrees to submit to Make-A-Wish for approval – prior to the production, distribution, broadcast, or publication thereof – all printed materials, publicity releases and advertising relating to the Event that mentions Make-A-Wish or contains the Marks.
5. Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sublicensed to any other person; (b) may not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) may not be used in conjunction with terminology that is contrary to Make-A-Wish's mission (including phrases like "terminal illnesses," "dying children," "last wishes," etc.). Sponsor further acknowledges that, because its license to use the Marks is limited to the geographic territory served by our chapter, it may not solicit cash or in-kind donations from persons outside such territory, nor may it use the Marks on the Internet and/or in conjunction with any news wire services without Make-A-Wish's prior written approval.
6. In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations relating to the Event must specify at the point of solicitation, and in a manner acceptable to Make-A-Wish: (a) that Make-A-Wish is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish; (c) the duration of the campaign; and (d) any maximum or guaranteed minimum contribution amount.
7. In order to avoid inadvertently jeopardizing existing relationships between Make-A-Wish and its donors, Sponsor agrees to receive approval from Make-A-Wish before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event.
8. Sponsor represents to Make-A-Wish that: (a) it will comply with all applicable laws during the planning, promotion and conduct of the Event; (b) all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the Event; (c) the Event will result in no cost or expense to Make-A-Wish whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold Make-A-Wish harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the Event.
9. Nothing in this document shall be construed to authorize Sponsor, or any of its employees or representatives, to act as an agent of Make-A-Wish. Thus, for example, Sponsor may not open a bank account in Make-A-Wish's name, nor may it endorse or attempt to negotiate any checks made payable to Make-A-Wish, all of which must be promptly forwarded to Make-A-Wish for processing.

WE ARE DEEPLY GRATEFUL TO YOU FOR PROPOSING THIS EVENT TO BENEFIT THE MAKE-A-WISH. IT IS BECAUSE OF CARING PEOPLE LIKE YOU THAT WE HAVE BEEN ABLE TO BRING HOPE, STRENGTH AND JOY TO SO MANY SPECIAL CHILDREN IN THIS AREA OVER THE YEARS. THANKS FOR HELPING US MAKE WISHES COME TRUE!

[Note: This Special Event Proposal and License Agreement will not become effective unless and until it is approved by Make-A-Wish, as evidenced by the signature of an authorized Make-A-Wish representative below.]

Agreement Form

Initials required:

____ I have reviewed, understand and agree to the logo use policies and agree to submit all collateral and artwork for approval before publishing.

____ I understand that my campaign will be promoted via email a minimum of 3 times during the campaign, on social media monthly, and will be recognized in "Warm Wishes" newsletter once a \$1,000 donation has been received by Make-A-Wish.

____ I agree to submit all the proceeds of the event within 30 days of the close of the event.

____ Review for Risk: I understand that external events are NOT covered by the Make-A-Wish insurance policy. I have reviewed our insurance and have determined that our insurance is adequate for this event. In particular, I have considered the issues below.

- o alcohol and drugs
- o crowds
- o fire safety and emergency medical services
- o food and water safety
- o outdoor event concerns

PROPOSED BY:

APPROVED BY:

*Signature of authorized representative
of Event Host*

*Signature of authorized representative
of Make-A-Wish*

Print Name

Sarah Pizzarusso

Title

VP of Development and Marketing

Date

Date