

MAKE YOUR MARK!™

for Lupus Foundation of America

Fundraising Guidelines

Your Passion: Help End Lupus - Hosting a Fundraiser with Make Your Mark™

Fundraising Guidelines – Make Your Mark Terms and Conditions

What is Make Your Mark?

Make Your Mark™ is the Lupus Foundation of America's community fundraising program - a way to turn an event into a fundraiser for lupus. Use your passion to raise funds for lupus through an in-person or virtual event, special occasion, athletic competition, race or challenge, or whatever you have in mind.

Thank you for your interest in hosting a Make Your Mark Fundraising Event to benefit the Lupus Foundation of America. Make Your Mark™ (MYM) is the Lupus Foundation of America's community fundraising program - a way to turn any event – in-person or virtual - into a fundraiser for lupus.

By registering to host a Make Your Mark fundraising event ("Fundraising Event") for the Lupus Foundation of America (LFA), you (the "Host"), are required to comply with the following LFA Fundraising Event Terms ("Fundraising Terms"). These Fundraising Terms are a supplement to the Make Your Mark Waiver that we ask each host and registered team member to sign at the time of registration.

Host's Responsibility

The Host is responsible for all aspects of the Fundraising Event. The LFA will not serve as a sponsor for or enter into any agreement (including but not limited to permits, venue contracts, catering contracts, etc.) in support of the Fundraising Event. The Host shall conduct the Fundraising Event in accordance with all federal, state, and local laws and regulations, including those governing charitable solicitations.

The Host shall raise funds and remit them to LFA consistent with all representations made in promotions and communications to the public about the Fundraising Event.

Logo and Name Usage

Logo

The LFA solely allows use of its Make Your Mark logo for Fundraising Events in accordance with the Make Your Mark logo guidelines. The Make Your Mark logo may not be altered or used for any other purpose. The LFA does not otherwise permit use of its logo for a Fundraising Event.

To the extent the Host uses any website or social media service for the advertisement of the Fundraising Event, such as Facebook event pages, the Host can only use the MYM logo on such website or social media service.

Name

All usage of the LFA name and MYM logo must give indication to the public that an event is being held for the benefit of the LFA. When referencing and promoting the Fundraising Event, the LFA name cannot be used without the addition of "for the benefit of," "benefiting," "supporting, or "raising funds (and awareness) for," the Lupus Foundation of America."

Funds and Accounting

The Host is encouraged to set up and use their online LFA MYM Fundraising webpage to receive funds from donors. All donations made to the MYM website will go directly to the LFA and receive a tax-deductible receipt. If Fundraising Event expenses are incurred and need to be deducted from funds including but not limited to registration fees raised through the Fundraising Event, funds must be collected outside the MYM website.

MAKE YOUR MARK!™

for Lupus Foundation of America

If a Host receives donations from others in the form of cash or checks or through a mobile payment service:

- Hosts are prohibited from setting up temporary bank accounts or any other accounts, such as PayPal or eBay, in the name of LFA or using LFA's tax identification number.
- If the Host wishes to set up a separate bank account to receive donations, the Host must do so in his or her own name.
- If funds are collected from others through the Fundraising Event and the host remits them to the LFA on their behalf, these funds are considered the personal donation of the Host and receipts will be issued accordingly.

If the Host receives a contribution made payable directly to the LFA (such as a check), the Host must remit the donation to the LFA office within 30 days from receiving the donation, so that a proper tax receipt may be issued by the LFA to the donor directly.

Supporters of a Make Your Mark event can make a fully tax-deductible contribution through the "Donate" button of the MYM webpage.

Only donations made directly by the donor to the MYM page or the LFA by check are eligible for a tax receipt.

Event Expenses

The LFA shall not be liable for any cost or expense related to the Fundraising Event. The Host may be reimbursed for such costs and expenses only from the Host's individual bank account. No reimbursement will come from donations made via the online MYM Fundraising web page. Upon creation of the Fundraising Event, the Host is encouraged to record all costs, expenses, and estimates of donated goods/services into an expense tracker to determine the tax-deductible amount for expenses incurred from the amount raised and funds donated.

The Host is required to maintain adequate records of revenue and expenses for tax purposes. The LFA reserves the right to view and audit detailed accounting records of revenue and expenses (e.g., receipts, invoices, etc.) at any time. The LFA will notify you if it wishes to review your records and you agree to promptly comply with such notice. Hosts must maintain their records for at least one year after completion of any Fundraising Activity.

Website Content

The Host is solely responsible for content posted on or through MYM, including any information transmitted to other users or interactions with other users ("Content"). The LFA does not generally control or pre-approve Content and thus bears no responsibility for its accuracy, appropriateness, or quality. You agree that you must evaluate and bear all risks associated with any Content you post, including the risks of any intellectual property or other legal claims related to the Content. You agree that the LFA will be in no way liable for any Content or any consequences of its inclusion or omission and that there is no implication that any Content posted by users on the Site is in any way endorsed or approved by LFA. The LFA nonetheless retains the right (but not the obligation) to refuse to post or delete any Content available through the Site. You agree that you have no recourse against us if we, in our sole discretion, refuse to post, or if we delete or refuse to delete, any Content submitted by users. You agree that we have the right to block users or delete their accounts if we believe, in our sole discretion, that they have violated the spirit or the letter of these Terms. The following items are examples of the kind of Content that users, including Hosts, are prohibited to post on or through Make Your Mark. The LFA reserves the right to investigate and take appropriate legal action against anyone who, in the LFA's sole discretion, violates this provision, including without limitation, removing the offending communication from the LFA and terminating the access privileges of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of the LFA:

1. promotes information the user knows is false or misleading;

MAKE YOUR MARK!™

for Lupus Foundation of America

2. promotes an illegal or unauthorized copy of another person's copyrighted work or otherwise violates intellectual property rights;
3. involves the transmission of unsolicited mass mailing or spam;
4. involves commercial activities or sales without LFA's prior written consent;
5. includes a photograph or name of another person without that person's written consent;
6. is offensive or promotes racism, bigotry, or hatred of any kind against any group or individual; or
7. is potentially harmful, inappropriate, or inconsistent with the LFA's mission or social responsibilities.

Communication

The LFA may contact the Host as needed regarding the Fundraising Event and may disable the fundraising page at its sole discretion for any reason. The Host shall cooperate fully with any requests made by the LFA related to the Fundraising Event.

Children

MYM websites are intended for use by adults. If you are between the ages of 13 and 18 years old, you may use the LFA MYM websites only if: (i) your use has been approved by your parent or legal guardian, (ii) you use MYM websites under their supervision, and (iii) they have agreed to the Fundraising Terms (and any additional registration agreements, if applicable) on your behalf.

If you are the parent of a minor, you may use MYM websites and agree to the Fundraising Terms on behalf of the minor. By doing so, you guarantee that you have the legal capacity to act on the minor's behalf and you agree that the provisions of Fundraising Terms (and any additional registration agreements, if applicable) that are applicable to you are equally applicable to the minor.

Under no circumstances may a minor under the age of 13 use MYM websites.

Conflict of Interest

The LFA is entrusted by the public with significant resources and responsibilities. Accordingly, it must ensure that individuals acting on its behalf demonstrate good character and integrity and exhibit consistently high standards of ethical conduct in terms of behavior and compliance with all applicable federal, state, and local laws and regulations. This includes the avoidance of potential conflicts of interest. Hosts are prohibited from purchasing goods or services from an individual or company related to the Host in a manner that results in a monetary benefit to the provider more than the fair market value of such goods and services.

Auctions and Raffles

Auction and raffle payments are not tax-deductible and cannot be accepted through the online LFA-sponsored Make Your Mark Fundraising webpage. If a Host is considering including an online silent auction or raffle as part of a Fundraising Event, participants must be directed to a third-party auction website and process all payments through the external platform or offline. Please be advised that state or local taxes and restrictions may apply. Consult legal counsel as needed. You may contact the Make Your Mark manager with general questions regarding your event, but please be advised that the LFA cannot give legal or tax advice.

Insurance & Liability

The Host shall be solely responsible and liable for all aspects of the Fundraising Event. The Host agrees to indemnify, defend, and hold harmless the LFA, directors, officers, employees, and agents from any and all claims, obligations or liabilities associated with the Fundraising Event. The Host agrees to release and discharge the LFA, its assignees, licensees, affiliates, directors, officers, employees, agents and contractors from any and all claims, actions (including but without limitation to those relating to personal injury, property damage, and/or wrongful death), causes of action,

MAKE YOUR MARK!™

for Lupus Foundation of America

obligations, debts, contracts, damages, judgments, and demands whatsoever, in law or equity, that arise in any way directly or indirectly as a result of or arising out of the Fundraising Event.

Alcohol

If alcohol is served during the Fundraising Event, the LFA recommends that the Host establish a "cash bar" and that the responsibility of serving the alcohol to participants remain with a third party such as a licensed and insured bartender/caterer/venue staff. The Host must take measures to comply with all applicable laws and prevent minors or visibly intoxicated persons from obtaining alcohol (such as wrist banding, ID checking, etc.). In addition to your indemnification responsibilities set forth in the preceding section, the Host specifically agrees to indemnify, defend, and hold harmless the LFA for any liability associated with the serving of alcohol.

LFA Attendance Policy

While Make Your Mark and LFA staff members and ambassadors love attending Make Your Mark events, potential health risks, travel costs, and schedules make it impossible for us to have a representative at every event. If Make Your Mark members request our presence and let us know details of their event at least 8 weeks in advance, we will do our best to try to get a representative to attend, though we can never make any promises. We are always happy to provide a letter of acknowledgement that can be read at your event.

The Lupus Foundation of America is a charitable organization with tax-exempt status granted under Section 501(c)(3) of the Internal Revenue Code. Our mission is to improve the quality of life for all people affected by lupus through programs of research, education, support, and advocacy.

The work of the Lupus Foundation of America would not be possible without your efforts. Thank you for Making Your Mark on lupus!