



Fundraise for DSF Guidelines

Thank you for your interest in hosting a Team DSF fundraiser to benefit The Diann Shaddox Foundation for Essential Tremor. The mission of DSF is to advance knowledge and recognition of Essential Tremor to the world and find new treatments and a cure for Essential Tremor.

Terms:

These Terms are designed to help you organize a successful event in accordance with our guidelines. Please feel free to contact us should you have any questions about hosting a Team DSF Event:

DSF Support Team
(803-641-0650
Teamdsf.info@gmail.com

These Terms apply to any Team DSF fundraiser or third-party event (Team DSF Event”), that is organized by an individual, affiliated group or organization other than DSF, for the purpose of raising funds for the benefit of The Diann Shaddox Foundation for Essential Tremor.

By setting up a Team DSF Fundraising Event fundraising account and conducting a Team DSF Event, you (“Event Coordinator” or “You”) agree to be bound by and to comply with these Terms. Please review the following terms carefully. These Terms are a legally binding agreement between you and The Diann Shaddox Foundation for Essential Tremor (“Team DSF” or “our” or “we” or “us”), the fundraising and awareness organization for The Diann Shaddox Foundation for Essential Tremor (“DSF”), pertaining to the access and use of the services offered, and all products, information, content, media, printed materials, and “online” or other electronic documentation related to your Team DSF Event.

The Team DSF Event Materials (“Materials”) and the Online Fundraising Portals (“Site”) are offered to you on the express condition that you accept, without modification, and abide by these Terms. Your access and use of the Materials and the Site is conditioned upon your continued compliance with these Terms. We reserve the right to change the Terms any time by posting revised terms on the Site (which shall constitute reasonable notice), and such amended terms shall be binding upon you.

Your completion of the Team DSF Event application is not a guarantee of approval of your Team DSF Event. The Team DSF Event must be reviewed and be approved by DSF. We must make certain that the Team DSF Event aligns with the mission of DSF and does not jeopardize the good reputation or goodwill of DSF or result in liability or undesirable publicity for DSF.

DSF must be notified if there are any significant changes to the Team DSF Event once it has been approved. If circumstances warrant, DSF may disassociate itself from the Team DSF Event and require that you refrain from using Team DSF's name and logo.

As the Event Organizer, you are agreeing to be responsible for planning and executing the Team DSF Event in all aspects, including expenses. DSF will not reimburse Event Coordinator for the purchase of goods or services for the Team DSF Event. No goods or services may be charged to or billed to DSF for any reason. DSF will not be responsible for any expense or debts incurred. The tax-exempt status of DSF may not be used to purchase items for your fundraising event. Event Coordinator is responsible for obtaining all applicable permits, licenses and Liability insurance certificates and may not request such be issued in the name of DSF. Event Coordinator is responsible for safeguarding donations made to benefit DSF and promptly sending donations to DSF. Event Coordinator is responsible for clearly conveying and representing that DSF is a beneficiary, not the host or party responsible for the event. "DSF" should not be used as the event title; rather, the event should be promoted as an event to benefit DSF ("XYZ Golf Tournament to benefit DSF").

The "DSF Trademarks" are defined as: the DSF and trade names, trademarks, service marks, designs, trade dress and logos. Event Coordinator must obtain approval of each use of the DSF Trademarks in connection with the Team DSF Event, in advance and in writing. Event Coordinator may not use the names of current or former DSF officers, directors, employees, members, or affiliated physicians except upon the prior written consent of DSF. We may withdraw our approval for your Team DSF Event, and take such other action as we deem appropriate, if DSF determines, in its sole discretion, that any of the DSF Trademarks are being used without permission, improperly or wrongfully or that liability or undesirable publicity will attach to DSF, or that the reputation and good will of DSF is jeopardized. Event Coordinator has a limited, nontransferable license to use the DSF name in materials for the sole purpose of identifying that the Team DSF Event is "benefitting DSF" if such statement is true, with all proceeds exceeding direct expenses being donated to DSF. If for any reason we feel that our reputation may be compromised, we reserve the right to cancel the Team DSF Event and require that the DSF name and logos not be used in connection with the Team DSF Event. We are not responsible for any financial or other damages that may result from such cancellation.

DSF takes no responsibility and holds no liability for any Team DSF Event. DSF is not responsible for any damage, accidents to persons or property at the Team DSF Event. You acknowledge that you are hosting a fundraising event to benefit DSF as a third-party, independent event, at your own risk. You agree to defend, indemnify, and hold harmless, DSF, and their respective directors, officers, and employees from any and all claims, demands, liabilities, lawsuits, settlements, actions, damages and expenses whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to: (i) the Team DSF Event; (ii) any negligent act or omission of, or by Event Coordinator, your employees, agents, vendors, officers or directors; or (iii) any failure of performance by Event Coordinator, your employees,

agents, vendors, officers or directors duties and responsibilities. This section shall survive any termination, cancellation, or expiration of this agreement.

YOU EXPRESSLY ABSOLVE AND RELEASE DSF, THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FROM ANY CLAIM OF HARM RESULTING FROM THE TEAM DSF EVENT OR THE SITE. IN NO EVENT SHALL DSF, THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE FOR ANY DIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, THE TEAM DSF EVENT, WITH THE DELAY OR INABILITY TO USE THE SITE, LOSS OF DATA, OR THE FAILURE TO STORE ANY INFORMATION OR MATERIALS AVAILABLE THROUGH THE SITE, WHETHER BASED ON CONTRACT, TORT, CONTRACTUAL LIABILITY, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF DSF, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES HAVE BEEN ADVISED OF SUCH DAMAGES.

Donations made payable and submitted to DSF or given through the online fundraising portal are tax deductible to the fullest extent allowed by law. DSF will provide donation receipts for monetary contributions made directly to DSF. Use of DSF's tax ID is not permitted. You are not permitted to provide donation receipts for tax purposes on behalf of DSF.

The Team DSF Event and all associated activities must comply with applicable local, state, and federal laws and regulations.

DSF does not share its list of donors or supporters.

DSF does not provide insurance Event Coordinators or for Team DSF Events. Event Coordinator will maintain insurance in limits and amounts sufficient to cover any claims or liabilities that may reasonably arise out of or relate to the Team DSF Event and will provide evidence of such insurance upon request. The Event Coordinator must have appropriate insurance in place no later than three days prior to the scheduled event.

DSF will not sponsor the Team DSF Event, and as a result, will not do the following on your behalf: (i) sell tickets; (ii) recruit sponsors; (iii) reach out to celebrities to attend or support your event; (iv) reach out to patients to attend or support your event; (v) promote your event on DSF social media pages; (vi) promote or endorse any third-party cause, idea, political campaign, website, product or service; (vii) provide donation receipts for tax purposes unless donations are received directly by DSF tax receipts (under most circumstances; please contact DSF if you have questions).

DSF prohibits the following, unless Event Coordinator has obtained prior written authorization from DSF:

- Creating your own materials using DSF trademarks, such as the DSF logo.

- Implying or stating that DSF is the host, sponsor or endorser of your event.
- Establishing or creating a bank or holding account using the DSF name.
- Soliciting donations from the public at stores, gas stations, side-of-the-road collections, door-to-door, or via telemarketing, direct mail or vending machines.
- Provide acknowledgment letters for tax purposes on behalf of DSF.
- Representing that you are an employee of DSF, if you are not.
- Representing that all funds raised will be coming to DSF if a portion will be used to cover the expenses of the event.
- Creating domain names, webpages (other than your DSF registered fundraising page), or social media profiles/accounts using the name DSF.
- Creating your own nonprofit organization using the DSF name and trademarks, such as the DSF logo.
- Implying endorsement of or endorsing the sale of any goods or services.

DSF does not permit the following Team DSF Events:

- Long-distance or point-to-point endurance events and/or record-setting endurance events.
- Events requiring the acquisition, use or solicitation of DSF donors, vendors, partners, or employees.
- Events using professional fundraising organizations.
- Events based on cause-marketing campaigns or promotions, apparel sales, percentage of sales.
- Political events.
- Events that involve gambling, tobacco companies or products, drugs, hate speech, firearms, sexual content, or the over-indulgence or irresponsible consumption of alcohol.
- Any fundraising event, activity or materials that do not align with the mission of DSF.

MISCELLANEOUS:

Raffles/drawings where individuals purchase a chance to win a prize are governed by a variety of state and federal laws. Due to the complexities of these legal requirements, we strongly discourage third parties from conducting raffle/drawing fundraising. Applying for any charitable raffle or charitable gaming permit using the DSF name is prohibited.

DSF reserves the right to terminate its relationship with any participant at any time for any reason. DSF assumes no legal or financial liability for Team DSF Event.

By proceeding with the use of the Site, conducting a Team DSF Event for DSF, and raising money for the benefit of DSF, you understand the foregoing and agree to abide by these Terms.