## Transform lives, one wish at a time

*I wish to go to* Walt Disney World Resort®

**Elena, 11** leukemia



**EXTERNAL EVENT GUIDELINES & LICENSING AGREEMENT** 



### WELCOME

We thank you in advance for considering Make-A-Wish<sup>®</sup> Nevada as your charity of choice for your fundraising event!

This guide is intended to help you structure a successful fundraiser in compliance with Make-A-Wish<sup>®</sup> Nevada's requirements. *The Special Event Proposal and License Agreement form provided by the chapter must be approved by the chapter before you can begin to use the Make-A-Wish name or logo to raise funds on our behalf.* Before signing the license agreement, please review the following forms carefully and let us know if you have any questions.

Thank you for inspiring hope, encouraging strength, and spreading joy!

# Let's get started!

### **Contact Information**

Fundraiser Organizer (Company, Group, or Individual)
Address
Phone
Contact Person Name
Contact Phone
Contact Email
Fundraiser Information
Name of event or campaign:
Do you and/or your group have experience hosting a similar fundraiser? O Yes O No
How would you describe this fundraiser? <b>O</b> Fundraising Event <b>O</b> Ongoing Opportunity
Fundraising event:
Date/Time
Location
Ongoing Opportunity:
Start Date End Date

Please note: Contracts for ongoing opportunities will be reevaulated after the first three months.

# About Your Fundraiser

Briefly describe your fundraiser:

Is this fundraiser open to the public, or is it	a private event?	O Public	O Private	
Who are your intended audience/participan	its?			
Budget Information				
Estimated Gross Revenue				
Estimated Expenses				
Estimated Net Proceeds				
Estimated Donation to Make-A-Wish <sup>®</sup> Nevada				
	This is only an estimate. Make-A- Nevada will not hold you to this r			
How will funds be raised? Plea	ase check all boxes below	that apply:		
Sponsorships Ticket Sales Si Sale of goods/services General Do	ilent Auction Live Au onations Other (ple	uction Ra	affle	

Marketing and Promotion		
Do you plan on promoting your fundraiser? OYes ONo		
If "Yes," we look forward to partnering with you as you spread the word about your fundraiser. Please keep in mind that ALL materials using the Make-A-Wish name and/or logo MUST be approved by Make-A-Wish <sup>®</sup> Nevada's Development Team PRIOR to distribution.		
How do you plan to promote the fundraiser? Please check all boxes below that apply:      Social Media   Radio   TV   Website   Eblasts/Emails     Flyers/posters   Print/Newsletter   Other (please describe)		

If you have a personal connection to someone in local media, we would love to meet them! Please introduce your contact to our chapter's marketing team. Under no circumstances should fundraising partners reach out to local media (TV, Radio, or news publications). Doing so can jeopardize this chapter's good standings with local media and ultimately impact the Make-A-Wish mission.

Would you like to request Make-A-Wish support with promoting your fundraiser on our social media?

O Yes O No

\*Please note that promotion of your fundraiser by Make-A-Wish is not guaranteed. All requests for promotion are reviewed on a case-by-case basis as determined by the nature of your fundraiser, intended audience/participants, and timing with consideration to the Make-A-Wish<sup>®</sup> Nevada marketing schedule.

These guidelines exist to protect our Make-A-Wish brand and the children we serve. Failure to abide by these guidelines may result in the revocation of your licensing agreement and your right to use the Make-A-Wish name in fundraising efforts.

¥ 5

## Make-A-Wish<sup>®</sup> Fundraising Guidelines

We are fortunate and thankful that you have chosen us as your beneficiary for your fundraiser! To ensure that everything runs smoothly, we have a few simple procedures we request that you follow:

#### **Media and Marketing Policies**

1. Please remember that all documents which are produced by your organization with the Make-A-Wish<sup>®</sup> Nevada logo or name need to be approved by the Make-A-Wish<sup>®</sup> Nevada staff prior to printing.

2. Please keep in mind that under no circumstance should **fundraising** partners reach out to local media (TV, Radio, or news publications). If you have a personal connection to someone in local media, please introduce them to our Make A-Wish marketing team.

3. Please make sure the proper capitalization and hyphens are used when writing our chapter name. For example,

#### Correct: Make-A-Wish® Nevada Incorrect: Make A Wish Nevada make a wish nevada

The logo color choices are black, PMS blue 2935 or white.
Please do *not* download any logos or photos of wish children off of the Internet. If you need these, please contact your Make-A-Wish<sup>®</sup> Nevada representative and they will send you approved files.

6. In promoting events, Make-A-Wish<sup>®</sup> Nevada should not be implied as the host/organizer of the event, but rather as the beneficiary of the event. For example, organizers should *not* refer to the event as "Make-A-Wish Golf Tournament." Instead it should be promoted as "Golf Tournament benefiting Make-A-Wish<sup>®</sup> Nevada."

#### Adopt-A-Wish®

For donations equaling \$10,000 or more, you may qualify to participate in our Adopt-A-Wish program. The Adopt-A-Wish designation is a way to acknowledge a gift, however gifts are not treated as restricted gifts for accounting purposes. Once a minimum of \$10,000 donation is received, our chapter will work with you to identify a recently completed wish that you would like to symbolically adopt. In return, you will receive an Adopt-A-Wish frame as recognition of the donation. Names of adopted wishes are not provided until after the funds are received. Wish children are not required to meet their donors. Wishes do not cost exactly \$10,000 each – this amount is an average cost of cash expenses involved in our wishes.

#### **Tax Deductions and Thank-You Acknowledgments**

To minimize staff involvement in execution, external events ideally consist of one proceeds check made out to Make-A-Wish<sup>®</sup> Nevada from the event organizer. Tax deductibility for the organizer depends on several factors as defined by the Internal Revenue Service. We recommend consulting a tax professional.

Goods or services donated to the external event organizer, on behalf of Make-A-Wish® Nevada may or may not be tax-deductible. We encourage you to talk to your tax professional for deductibility advice.

If the event organizer should choose to have attendees or participants make individual donations (cash, check or credit card) directly to Make-A-Wish<sup>®</sup> Nevada, then Make-A-Wish can issue tax receipts only with written documentation from the organizer that no goods or services were provided to the attendees in exchange for the donation.

If the external event organizer chooses to charge an entrance/registration fee in exchange for goods or services, it is the event organizer's responsibility to provide attendees with the value per person of goods/services received (regardless of whether purchased or donated) for attendees' tax deductibility reporting

The chapter does not provide tax advice. Donors and third-party participants should contact their personal tax representatives for guidance. Make-A-Wish<sup>®</sup> Nevada can supply an External Event Tax-Deductibility Letter for event organizers to utilize for their tax and record needs.

**¥** 6

# **Terms and Conditions**

- Sponsor agrees to provide Make-A-Wish® Nevada with all of the net proceeds from the event, along with a written accounting of event revenues and expenses (and supporting documentation for any expenses in excess of \$500), in a form acceptable to Make-A-Wish® Nevada, <u>within thirty(30) days after</u> <u>the event.</u> Make-A-Wish® Nevada may audit the event revenues and expenses, if necessary.
- 2. Make-A-Wish® Nevada 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® Nevada, 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.
- 3. The term of the license granted hereunder shall be from the date Make-A-Wish® Nevada approves Sponsor's proposal until the conclusion of the event; provided, however, that Make-A-Wish® Nevada 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® Nevada. Accordingly, Sponsor agrees to submit to Mak e A Wish® Nevada for approval -<u>prior</u> to the production, distribution, broadcast, or publication thereof-all printed materials,and advertising relating to the event that mentions Make-A-Wish® Nevada or contains the Marks.
- 5. Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sub-licensed to any other person; (b) may <u>not</u> be used in connection with any telemarketing or door-to-door <u>solicitations</u>; and/or (c) may <u>not</u> 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® Nevada is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish® Nevada; (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® Nevada and its donors, Sponsor agrees to receive approval from Make A- Wish® Nevada <u>before</u> 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® Nevada 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® Nevada whatsoever, unless expressly agreed in writing to the contrary; and (d) it will indemnify and hold Make-A-Wish® Nevada 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® Nevada . 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® Nevada , all of which must be promptly forwarded to Make-A-Wish® Nevada for processing.
- 10. Make-A-Wish® Nevada may request proof of liability insurance in some instances.

¥ 7

# **Terms and Conditions**

#### **INITIALS REQUIRED**

\_\_\_\_\_ I have reviewed, understand and agree to the **Media** and **Marketing** policies on page seven (7).

\_\_\_\_\_ I have reviewed, understand and agree to the Adopt-A-Wish<sup>®</sup> policies on page seven (7).

\_\_\_\_\_ I have reviewed, understand and agree to the Tax Deductions and Thank-You Acknowledgments policies on page six (6).

\_\_\_\_\_ I have reviewed, understand and agree to the **Terms** and **Conditions** on page seven (7).

\_\_\_\_\_ I have completed this form to the best of my knowledge and agree to notify Make-A-Wish® Nevada if there are any changes to the information presented in this proposal.

Review for Risk: I understand that external events and promotions are NOT covered by the Make-A-Wish® Nevada insurance policy. I have reviewed our insurance and have determined that our insurance is adequate for this event.

#### **PROPOSED BY:**

Signature of Authorized Event Sponsor

Print Name

Title

Date

#### **APPROVED BY:**

Signature of Make-A-Wish<sup>®</sup> Nevada Representative

Print Name

Title

Date

#### Make-A-Wish Nevada

9950 Covington Cross Drive Las Vegas , NV 89144

Sheila Marcello Director of Corporate Partnerships sheilam@snv.wish.org 702.932.2800