



## Terms and Conditions

1. Upon approval, Philabundance grants your company/organization non-exclusive and non-transferable license to use our name and logo in relation with the event/campaign.
  - a. The license will be in effect from the time Philabundance approves your company's/organization's agreement form until the completion of the event/campaign.
  - b. Your company/organization acknowledges and agrees that the logo may not be altered in any way, nor may it be licensed to another person or company/organization.
  - c. Your company/organization acknowledges and agrees that the Philabundance name and logo is not to be used in a manner inconsistent with this agreement, or in any way that is offensive, illegal or contrary to recognized community standards. We also cannot allow our name or logo to be used to endorse political candidates or positions, or any specific religious organization.
  - d. Philabundance has the right to terminate the license if at any point we feel our name or logo is being misused.
  - e. Your company/organization must submit all advertising or promotional materials that include Philabundance's name or logo to us for review and approval prior to distribution.
2. All advertising, promotional and specific event/campaign materials should state that the event/campaign will benefit Philabundance but should not imply that Philabundance is the host, sponsor or partner. Your company should be identifiable as the event/campaign host. Appropriate language in naming Philabundance includes:
  - a. (Event/Campaign Name) benefiting Philabundance
  - b. (Event/Campaign Name) to benefit Philabundance
3. Your company/organization must inform Philabundance in advance about any businesses to be contacted for sponsorship to avoid duplication with our efforts; please wait to receive permission before you begin to solicit sponsorship.
4. Events/campaigns must comply with federal, state and local laws, including but not limited to those pertaining to charitable fundraising, gift reporting and special events, and all applicable tax, licensing and other legal requirements. Your company/organization acknowledges and agrees that it, and not Philabundance, has the obligation to meet all such requirements.
5. Philabundance does not assume any liability as the result of an event/campaign that benefits the organization. It is the responsibility of the person(s) organizing the event/campaign to obtain all necessary licenses, permits and insurance certificates that may be required. By executing this agreement, your company/organization agrees to indemnify and hold harmless Philabundance, its officers, directors, employees and affiliates against any and all loss or liability in connection with this event or any breach of your company's/organization's representations and warranties under this agreement.
6. Philabundance is not responsible for payment of any event expenses, including but not limited to vendors and consignment items. Bank accounts in the name of Philabundance are not permitted.

7. Philabundance is unable to: provide mailing lists; pay for costs associated with the event/campaign; send a dedicated e-blast, mailing or fax to promote the event/campaign; or ensure attendance at or participation for the event/campaign.
8. Depending on the nature of the event/campaign and number of participants, we may be able to provide educational literature and information materials for your use; however, we cannot guarantee the presence of volunteers or staff at the event/campaign.
9. Approval of an event/campaign will in no way constitute an endorsement, express or implied, of your product, service, company, opinion and/or political condition.
10. Philabundance reserves the right to participate in similar promotions and other events/campaigns.
11. Philabundance reserves the right at its sole discretion to decline being the beneficiary of an event/campaign and withdraw our involvement at any time.
12. If you decide to cancel the event/campaign, please notify us in writing as soon as possible.