

MAKE-A-WISH®

Southern Nevada



Lexi, 4

acute lymphoblastic leukemia
I wish to go to Hawaii

Cause Marketing Fundraising Packet

This packet will help you structure a cause marketing fundraiser within Make-A-Wish® guidelines. Before you can begin to use the chapter's name, a proposal must be submitted and approved and a licensing agreement must be provided by Make-A-Wish® Southern Nevada.

Thank you for helping *Share the Power of a Wish®!*

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Make-A-Wish® was inspired in 1980 by the love that a family and friends had for a seven-year-old Phoenix boy named Chris, who had leukemia. Chris dreamed of becoming a police officer, and his family, friends and the State Highway Patrol made his wish come true – just four days before he passed away. Chris’ mother and those who helped grant his wish created Make-A-Wish® in his memory, enabling his legacy to live on in the more than 197,675 wishes that have been granted since.

Thank you for your interest in partnering with Make-A-Wish® Southern Nevada (the “Chapter”). We appreciate your desire to help our very special children.

The Chapter is held to the highest legal and ethical standards of fundraising and we are governed by policies established by our national organization, Make-A-Wish® America. In submitting your proposal and planning your program, there are rules that you are required to follow. Please review the following information carefully.



Cause Marketing Programs

Make-A-Wish® Southern Nevada appreciates the opportunity to participate in local promotions that benefit the Chapter while helping community businesses achieve a variety of business goals. Below are the steps necessary to license your promotion or campaign with our Chapter.

I. Approval Process (One to two weeks)

1. Sponsor submits fundraising proposal (requirements in Section II)
2. Make-A-Wish® Southern Nevada Development team reviews proposal
3. Upon approval, Make-A-Wish® Southern Nevada generates licensing agreement (Example in Appendix I)
4. Sponsor returns a signed copy of licensing agreement
5. Sponsor submits promotional material to Make-A-Wish® Southern Nevada for copy review
6. Make-A-Wish® Southern Nevada issues written approval to proceed

The Make-A-Wish name and marks are registered property of Make-A-Wish® America and must be licensed prior to use. Until this process is complete, businesses are **not authorized** to use the Make-A-Wish name or logo in association with any promotion.

II. Fundraising Proposal

To help us evaluate your project, please generate an informal proposal of no more than two pages (either by letter or email) that includes:

1. Business information, including
 - Contact Name
 - Company Name
 - Address/Phone/Fax
 - Email Address
 - Website
 - Number of Years in Business
2. Basic description of the fundraising program (describe the audience to whom product(s) will be marketed, area where products will be sold, or if connected to an event, where the event will take place).
3. Percentage of sales, or amount of each purchase, that will be donated.
4. Beginning and ending dates of the program.
5. Outline the company's responsibilities in executing the program (describe any public relations, advertising or marketing activities, including online marketing, website use, etc. planned for the program).

6. Outline the company's expectations of Make-A-Wish® Southern Nevada in helping to execute the program. (Section III provides a general overview of benefits we are typically able to provide.)
7. Confirm that the company can provide a guarantee of a full accounting of dollars generated by the program.
8. What is the guaranteed minimum donation to the Chapter? What is the maximum donation to the Chapter?
9. What date(s), or at what interval, does the company expect to deliver revenue generated from the program?
10. Will Make-A-Wish be the only charity to benefit from the program?
11. Have you worked with any other non-profit organizations in the past? If so, please describe your experience, amount raised, etc.
12. Confirm that you agree to follow Better Business Bureau guidelines related to cause- marketing, which states that the following must be disclosed on all promotional materials:
 - a. The actual or anticipated portion of the purchase price that will benefit the charity (e.g., 5 cents will be contributed to ABC charity for every XYZ company product sold).
 - b. The duration of the campaign (e.g., the month of October).
 - c. Any maximum or guaranteed minimum contribution amount (e.g., up to a maximum of \$200,000).
 - d. A means of contacting the benefiting charity (e.g. charity's phone number, website, or address)?

III. Make-A-Wish Participation Guidelines for Cause-Marketing Support

To support your effort while balancing staff resources, the Chapter is able to provide varying levels of assistance based on the level of benefit to the Chapter.

Guaranteed Donation less than \$2,000:

- Due to limited staff time and resources, office assistance will be decided on a case-by-case basis
- Make-A-Wish® Southern Nevada recognition certificate

Guaranteed Donation of \$2,000 or more:

- Items above, plus use of the Chapter-specific Make-A-Wish logo (ALL uses of the name or logo must be approved before printing or public use)
- Marketing material support, such as brochures and banners
- Make-A-Wish volunteer to speak at an event associated with promotion

Guaranteed Donation of \$5,000 or more:

- Items above, plus use of Make-A-Wish name and/or logo in broadcast media
- Inclusion in the Chapter's social media accounts and monthly e-newsletter (participation not guaranteed, 30-day minimum notice required)

- Listing on the events page of the Chapter website
- Wish plaque commemorating your company's fundraising achievement
- Staff member to visit and share details/photos from the wish experience

Guaranteed Donation of \$10,000 or more:

- Items above, plus wish child/family invited to attend an event associated with promotion (participation not guaranteed, 30-day minimum notice required)
- Up to two Make-A-Wish volunteers to help at a single event associated with promotion
- Listing on the home page and events page of the Chapter Web site
- Collaboration with staff to issue one press release, providing that the promotion falls within a mutually agreeable media window

IV. Donor Privacy

Make-A-Wish respects the privacy of its donors. For all cause-marketing programs, we cannot share our mailing list or send mail to constituents on behalf of third parties. We encourage other means of promotion with appropriate use of the Make-A-Wish name/logo according to the levels above. All cause-marketing programs must be approved with a signed licensing agreement stating the terms of the promotion in accordance with Better Business Bureau guidelines.

Using the Make-A-Wish® Name

V. Make-A-Wish® America

Make-A-Wish America is the national organization for all Make-A-Wish Chapters throughout the United States, and may become involved in any fundraising involving national celebrities or multiple state fundraising. In these cases, additional approval may be required from Make-A-Wish America.

Make-A-Wish owns certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, Make-A-Wish Foundation and the Make-A-Wish swirl-and- star logo (collectively, the "Make-A-Wish Marks"). Once your fundraiser is approved, you may then use the Make-A-Wish Marks, subject to the terms and conditions set forth herein.

Once the fundraiser has been approved, we will send you the Make-A-Wish logo:

Rules for using the Make-A-Wish logo:

- Our logo appears at the right. It is in a typeface developed especially for Make-A-Wish and must be used as it appears.



- The name of the Chapter may be used in Futura (MAC)/Century Gothic (PC) or New Century Schoolbook typeface.

- The logo must never be used in the title of the event or within a sentence; the Chapter name should be typed. The logo must stand separately.
- Any products you develop for your fundraiser which incorporate the Make-A-Wish logo (such as mugs or t-shirts) must be approved by the Chapter.

Rules for using the Make-A-Wish **name/mark**:

- When using “Make-A-Wish” in a headline, the trademark symbol (®) must follow the mark, superscripted, and one font smaller.
- When using any of our marks (“Make-A-Wish”) the trademark symbol (®) must appear after the mark, superscripted, in the first reference per body of text.
- The words “Make,” “A,” and “Wish” must all be capitalized and separated by hyphens.
- “Make-A-Wish” should be used as the noun form.

Any information you distribute, publish or send out using any of the Make-A-Wish Marks, including advertisements and press releases, must be reviewed by the Chapter before it is distributed.

Language to Use

Please refrain from using terms that are contrary to our mission, such as “terminally ill”, “dying”, or “last wish” when referring to our wish children. The appropriate expression is “children with life-threatening medical conditions”. This is not just the expression we use, but also the accurate and complete description of the population we serve. Of course, our organization exists to serve these kids and their families and we are always careful to use language that is sensitive to them. Many of the children for whom we have fulfilled wishes have overcome or are on their way to overcoming their medical conditions – we like to think that perhaps their wish has had a positive impact on their well-being. Your support provides these children with hope and something exciting and positive to look forward to during a time that is often cluttered with worry and uncertainty.

Questions:

Please call 702.212.9474 and ask to speak with a member of the Development team.

Forms & Contacts

Please submit your proposal via fax or email to the contact below:

Contact: Heather Buzo, Development & Communication Coordinator
Phone: 702.932.2800
Fax: 702.367.0301
Email: heatherb@snv.wish.org

*Make-A-Wish® grants the wishes of children
with life-threatening medical conditions to enrich
the human experience with hope, strength and joy.*

[Date]

[Contact Name, Title]

[Company Address]

Re: Fundraising Licensing Agreement

Dear [Contact Name]:

Thank you for your interest in supporting Make-A-Wish® Southern Nevada. We are delighted you have chosen us to be the beneficiary of your fundraising efforts. Without the generous support of organizations like yours, we would not be able to carry out our charitable mission: to grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy.

In order to avoid any misunderstandings and to ensure that your fundraiser is a positive experience for all concerned, we have set forth below the terms and conditions under which you may use the Make-A-Wish name, logo and other "Marks" in the geographic territory we serve, i.e., Southern Nevada. (For the sake of convenience, your organization and our Chapter are referred to as "Sponsor" and "Make-A-Wish," respectively.)

1. The Event: In order to raise money to contribute to Make-A-Wish, Sponsor will conduct the following fundraising promotion/event (hereinafter the "Event"):
2. Proceeds of Event: Sponsor will contribute [e.g., "100% of the net proceeds of the Event (i.e., total revenues less actual out-of-pocket costs incurred)" or "a guaranteed minimum amount of \$____," etc.] to Make-A-Wish within thirty (30) days following completion of the Event.
3. Accounting: Sponsor will provide to Make-A-Wish, along with its contribution, an accounting of the Event, acceptable to Make-A-Wish, setting forth the total amount raised by the Event and the total expenses incurred (including an itemization and supporting documentation for any expenses in excess of \$500). Make-A-Wish reserves the right to conduct an audit of the Event revenues and expenses, if necessary.
4. Use of the Marks: Sponsor acknowledges: (a) that Make-A-Wish is a licensed Chapter of 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"); and (b) that Sponsor's use of the Marks is for the benefit of Make-A-Wish. Sponsor recognizes the need and agrees to maintain high standards in promoting, producing and conducting the Event, for the protection and enhancement of the Marks and the goodwill associated therewith.
5. Prior Approval Required: Sponsor understands and agrees that any use of the Marks is subject to the prior written approval of Make-A-Wish, such approval not to be unreasonably withheld. Accordingly, Sponsor agrees to submit to Make-A-Wish for approval all printed materials (e.g., flyers, invitations, t-shirts, etc.) that contain the Marks, as well as all publicity releases and advertising

- relating to the Event (whether television, radio, newspaper, or any other form), prior to the production, distribution, broadcast, or publication thereof.
6. **Specific Prohibitions/Restrictions:** 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 illness," "dying children," "last wish," 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 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.
 7. **Specific Disclosure Requirements:** In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations made in conjunction with the sale of products or services that state or imply that Make-A-Wish will benefit from a consumer sale or transaction will disclose at the point of solicitation, and in a manner acceptable to Make-A-Wish: (a) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish; (b) the duration of the campaign; and (c) any maximum or guaranteed minimum contribution amount. In addition, all such solicitations shall specify that written information about Make-A-Wish is available by calling [Chapter phone number] or by visiting its Web site at [Chapter Web site].
 8. **Responsibility for Event:** Sponsor understands and agrees: (a) that it is the sponsor of the Event; (b) that Make-A-Wish is in no way responsible for the Event; and (c) that the Event will result in no cost or expense to Make-A-Wish whatsoever, unless Make-A-Wish has expressly agreed in writing to the contrary.
 9. **No Agency Relationship:** Sponsor understands and agrees: (a) that neither it, nor any of its employees or representatives, is authorized to act as an agent of Make-A-Wish; (b) that it may not open a bank account in Make-A-Wish's name; and (c) that it may not endorse, or attempt to negotiate, any checks made payable to Make-A-Wish, all of which shall be promptly forwarded to Make-A-Wish for processing.
 10. **Solicitation of Donors:** 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.
 11. **Representations:** Sponsor represents to Make-A-Wish: (a) that it will comply with all applicable federal, state and local laws during the planning, promotion and conduct of the Event; and (b) that all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Event.
 12. **Indemnification:** Sponsor agrees to defend, indemnify, and hold harmless Make-A-Wish, any affiliated and related organizations, and the officers,

directors, employees, agents, and legal representatives of each, from and against any and all claims, losses, damages, costs and expenses, and liabilities of whatever kind or nature caused by, arising out of, or occurring in connection with, or claimed to have been caused by, arisen out of, or occurred in connection with, any act or omission of Sponsor relating to the Event.

13. Right to Withdraw: Sponsor agrees that Make-A-Wish has the right to withdraw its name from affiliation with Sponsor or the Event if the Board of Directors of Make-A-Wish determines, in its reasonable discretion, which the Event is or will likely be injurious to Make- A-Wish or the Marks.
14. Conclusion of Event: Sponsor's license to use the Marks shall terminate at the conclusion of the Event. Thereafter, Sponsor may continue to receive funds for Make-A-Wish, provided such funds are paid promptly to Make-A-Wish. However, Sponsor shall discontinue use of the Marks following the termination date unless expressly authorized to the contrary in writing by Make-A-Wish.
15. Entire Agreement: This Fundraising License Agreement reflects the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral. It may be amended or modified only by a subsequent writing signed by both parties.

Please let us know if you have any questions or if we can provide you with any further information about Make-A-Wish. Otherwise, if the terms and conditions set forth herein meet with your approval, please indicate your acceptance by signing in the space provided below and returning a fully-executed copy to us. [Note: Your license to use the Make-A-Wish name and Marks will not become effective unless or until we receive a signed copy of this letter agreement from you.]

Once again, on behalf of the Make-A-Wish® Southern Nevada and all of the special and courageous children we are privileged to serve, thank you for helping us make wishes come true.

Sincerely,

Heather Buzo
Development & Communication Coordinator

ACCEPTED and AGREED this
____ day of _____, 2014.

[Signature of authorized representative of Sponsor/Donor]

Print Name

Title