

March of Dimes Do-it-yourself Fundraising Rules and Guidelines

June 24, 2020, v3.0

Thank you for interest in organizing a fundraiser or event to benefit March of Dimes ("MOD"), the leading advocate for the health of mothers, their babies, and their families. As you may imagine, our staff and other team members are fully engaged with our Mission Advancement, Research and Development, Policy, and other initiatives, and we are not able to provide staff or volunteer support for "do-it-yourself" ("DIY") events. For that reason, we greatly appreciate the individuals and organizations interested in organizing or sponsoring DIY events on behalf of March of Dimes and our work for healthy moms and strong babies.

To assist with DIY campaigns, we have partnered with GoFundMe Charity to offer this platform to persons such as yourself (as the "Fundraiser"). If you use the GoFundMe Charity platform for any reason, or otherwise organize a DIY event for MOD, you agree to abide by both (a) the following Rules and (b) our [Privacy Policy](#).

Do-it-Yourself Campaigns/Fundraisers

As referenced in these Rules, a DIY campaign is an event or promotion organized, sponsored, publicized, and carried-out by a person or entity (the "Fundraiser") who is not affiliated with March of Dimes, for the purpose of raising money or awareness of March of Dime's mission, and where March of Dimes has little or no staff involvement and has no fiduciary responsibility for the event.

The proceeds of all DIY fundraisers are to be delivered to MOD. Donations made through the GoFundMe Charity platform will be transmitted to MOD. **In addition, if you receive any funds outside of the GoFundMe Charity platform, Fundraiser agrees to convert those donations to an online donation made through the GoFundMe Charity site or submit the funds using the March of Dimes DIY [Offline Donation Form](#).** If you wish to donate in-kind services or goods, please contact March of Dimes at 1.888.663.4637 or servicedesk@marchofdimes.org for further guidance.

Subject to the Fundraiser's acceptance of (and compliance with) these Rules, MOD agrees to allow the Fundraiser to use this fundraising platform and the MOD name and "To Benefit March of Dimes logo" (as provided below).

For the Benefit of March of Dimes

As mentioned above, a DIY event is one in which MOD has little or no staff involvement. As such, Fundraiser agrees to identify MOD *as the beneficiary* of a DIY fundraiser. Any promotional materials (whether physical, online, or other communications) *should not* suggest state or suggest either that the Fundraiser is acting on behalf of March of Dimes (as an employee, agent, or otherwise) or that the event is sponsored, publicized, organized, or carried-out by MOD. For example, if you were to host a bowl-a-thon, the event should be identified as "A Bowl-a-Thon to Benefit March of Dimes," rather than as "*the MOD Bowl-a-Thon*".

Trademark Usage

Subject to your compliance with these Rules, MOD grants Fundraiser a non-exclusive, non-transferable permission to use and display the MOD name and “To Benefit March of Dimes logo” provided [here](#) in connection with DIY events, subject to the following terms and conditions:

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| • | Approved fundraiser may use the “To Benefit March of Dimes Logo” and the phrase “To Benefit March of Dimes” to organize, sponsor, publicize, and carry out the DIY event, in accordance with these Rules. |
| • | Any use by Fundraiser of the MOD name or “To Benefit March of Dimes Logo” must be in accordance with the To Benefit March of Dimes Brand Usage Guidelines and as provided here. |
| • | Fundraiser agrees not to modify the “To Benefit March of Dimes Logo” or incorporate the “To Benefit March of Dimes Logo” into another logo or symbol. |
| • | Fundraiser may not grant permission to any other person to use the MOD name or “To Benefit March of Dimes” Logo. |
| • | Apart from the foregoing permitted use, Fundraiser may not use the MOD name or logo for any other use, and Fundraiser may not use any <i>other</i> MOD trademarks, slogans, logos or designs (<i>e.g.</i> , March for Babies, Signature Chefs Auction, Mothers March, High Heels for High Hopes) without prior consent. Again, Fundraiser is permitted to use the MOD Logo provided here . |
| • | Fundraiser agrees not to use the MOD name or MOD Logo in any way (or permit them to be used in any way) that would or may dilute or tarnish or bring into disrepute the reputation of or goodwill associated with the MOD name or the MOD Logo. |

MOD reserves the right to terminate the foregoing license if MOD determines, in its sole discretion, that Fundraiser has violated any of these Rules.

Conduct & Decorum

While planning your event, please remember the following:

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| • | As a leading advocate for the health of mothers, their babies, and their families, it is our policy to exercise restraint in any promotions involving alcohol and to provide safeguards and limitations on when and in what manner alcoholic beverages are provided. March of Dimes’ logo may not appear on event materials that also bear the logo of an alcoholic beverage company, Per unit sold donation promotions from an alcohol company, bar, restaurant are also prohibited, as they may be understood to encourage excessive alcohol consumption. |
| • | As a public charity, March of Dimes cannot support or oppose political candidates. It is essential that we avoid any appearance of endorsement. Therefore, we ask that no person currently campaigning for office and no sitting politicians attending an event engage in any political activity or campaigning. |

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| • | Each DIY event should be administered in a manner that reflects positively on the image of MOD. |
| • | If you use decide to participate or donate to March of Dimes, you agree to the March of Dimes Privacy Policy and Terms of Use . |
| • | When using March of Dimes name, you agree that you will not use the name of March of Dimes in any way that would demean, defame, embarrass, diminish or cause any harm to March of Dimes. You may not imply that March of Dimes endorses any products or services or that this is an event organized by March of Dimes. |
| • | Events that involve gambling, tobacco companies or products, firearms or are sexual in nature are not allowed. |
| • | As the Fundraiser, you are responsible for the costs, logistics, and liability associated with organizing, promoting and producing the Fundraiser. |

Safety of Participants in Events

Any activities should be conducted with the safety of the participants in mind. Particular attention should be paid to the safety of any participating minors. MOD is not responsible for the safety of participants in a DIY event. If any event poses any potential risk to the health or safety of a participant, *e.g.*, fun run, cycling, hiking, the Fundraiser shall obtain a written and signed waiver of liability from each participant as a condition of participating in the event. The waiver must release MOD from any claim for liability resulting from the individual's participation in the event.

Unrestricted Donations

Donors are not permitted to impose restrictions on the use of donations by MOD. To the extent that a donation is made in response to an appeal for a particular program, or to the extent that a donor purports to direct the use of donations by MOD, any such directions shall constitute non-binding recommendations only and MOD reserves the right to determine how all donations will be used. See [GoFundMe Charity Terms and Conditions](#).

Promotions

You are not permitted to offer any contest, competition giveaway, raffle, sweepstakes or similar activity (each, a "**Promotion**") without both our prior written consent and the consent of GoFundMe Charity (see [GoFundMe Charity Terms and Conditions](#).) If we consent, we may require additional terms and conditions, including (but not limited to): (a) any Promotion shall comply with all applicable laws; (b) Fundraiser will be solely responsible for all facets of the Promotion, including without limitation any prizes offered; (c) such Promotion may not require making a Donation as the only way to enter; and (d) each participant or entrant in the Promotion releases MOD from any and all liability and (iv) all questions concerning the Promotion must be directed to you and not to MOD.

Cause Related Marketing & Product Endorsement

A “**Commercial Co-Venture Promotion**” is any promotion or fundraising effort by which a commercial entity wishes to fundraise for March of Dimes by selling a product or service, for which MOD will receive a portion of proceeds based on the amount sold. Fundraiser agrees that it will not engage in any Commercial Co-Venture Promotion on behalf of MOD without prior written approval and adoption of any appropriate documents that may be required to comply with the various laws and regulations related to such Commercial Co-Venture Promotions. Fundraiser may not use the MOD name or the MOD Logo in connection with any the sale or promotion of any products or services or for any commercial purposes unless pre-authorized by MOD in writing. Fundraiser will not represent or imply that MOD endorses or sanctions any product or service of Fundraiser or of any third party.

DIY Platform

March of Dimes makes the GoFundMe Charity platform (provided by GoFundMe, Inc., a Delaware corporation) available to Fundraiser on an “**as-is basis.**” For more information concerning the use of the platform and services on an as-is basis, please refer to the [GoFundMe Charity Terms and Conditions](#). MOD may, in its discretion, discontinue access to the platform. **MOD makes no representations or warranties regarding (and disclaims any liability arising from) the platform or its performance, and MOD further disclaims any express or implied warranties concerning the same, including (but not limited to) the warranty of fitness for a particular purpose.** March of Dimes refers Fundraiser to the [GoFundMe Charity Terms and Conditions](#) and [Privacy Policy](#) for further information concerning the terms and conditions for use of the platform. March of Dimes is not responsible, and shall not be liable, for the performance or conduct of GoFundMe Charity / GoFundMe, Inc.

Liability Insurance

MOD insurance cannot extend to, or cover, DIY events. We recommend that you seek independent insurance advice, as appropriate.

Disclaimer and Indemnity

You acknowledge that your actions are voluntary and March of Dimes has no contractual, supervisory, joint venture or other relationship that gives rise to any duties, benefits, liabilities or other responsibilities. Fundraiser agrees to indemnify and hold MOD (including its officers, Trustees, employees, agents, representatives, and contractors) harmless from and to be responsible for, any and all claims, injury, loss, penalties, fines, costs and expenses (including reasonable attorneys’ fees and court costs) arising from, or directly or indirectly related to Fundraiser's acts or omissions (or the acts or omissions of Fundraiser's employees, agents, contractors, representatives, or guests/invitees) in connection with the Fundraiser, these Rules, or your use of the GoFundMe Charity platform.

Modification of Rules

In MOD's sole discretion, we may amend or modify these Rules (or any other documents referenced herein) at any time by posting on this website. The date of the most recent revision will appear at the top of this page. MOD encourages you to review these Rules periodically for any updates or changes. Any amended or modified Rules will be effective upon posting. Continued use of the GoFundMe Charity platform constitutes acceptance of any modified terms and conditions.

Legal Requirements

MOD DIY Guidelines
Version 3.0 (June 4, 2020)

Fundraiser agrees to comply with all federal, state, and local laws applicable to a DIY event or Fundraiser's use of the GoFundMe Charity platform. In the event Fundraiser organizes an in-person event such as a marathon, walk, ride, or other similar events (collectively, "Events") Fundraiser is solely responsible for such Events, including but not limited to any participation requirements, obtaining any and all necessary permits and waivers, and ensuring such Event complies with applicable law.