

Community Fundraising Terms & Conditions

Thank you for organizing a Community Fundraiser (also referred to here as a “Fundraiser Event”) to benefit the Myasthenia Gravis Foundation of America (MGFA). We are grateful for your commitment to our community and support of our mission to find a cure. By viewing this document and/or by hosting a Community Fundraiser to benefit or support the MGFA, you confirm, represent, and warrant that you and all Event Organizers associated with this Community Fundraiser (collectively, “you”) have read and fully understood the information herein, and that you agree to all the terms and conditions contained in this document. By joining MGFA’s Community Events program including organizing and hosting or carrying out a Community Fundraiser event to benefit Myasthenia Gravis Foundation of America and in doing so, utilizing the MGFA brand name, logo and/or other Intellectual Property, you as the Event Organizer agree to the following:

Event Expenses & Vendors

1. The Event Organizer is responsible for hiring and managing all vendors.
2. The Event Organizer is responsible for all bookkeeping, accounts receivable and accounts payable for the event.
3. The Event Organizer is responsible for all event or fundraising expenses, and he/she will maintain appropriate financial controls and records related to fundraising.
4. MGFA is not responsible, and you agree not to hold MGFA responsible and you hereby hold harmless and indemnify MGFA for responsibility for and all losses or damages arising from, all activities set forth in this section I. MGFA will not provide any funding to an Event Organizer to assist with the payment of event expenses, and MGFA will not provide upfront capital or payment of event or fundraising expenses before, during or after an event.

Compliance with Law

1. The Event Organizer is responsible for adhering to all laws, regulations and guidelines associated with any permitting, licensing, and insurance required by the appropriate local, state, and federal governing bodies.
2. By clicking on “I agree” below and in consideration of MGFA granting permission to hold an event in its name and/or to use MGFA Intellectual Property in association with a fundraising event, the Event Organizer shall, and hereby does, indemnify, defend and hold MGFA and its affiliated entities, trustees, directors, officers and employees harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys’ fees, arising out of the death of or injury to any person or persons or out of any damage to property, or in any way resulting from the production, organization and holding of the fundraising event, or arising from any obligation of the Event Organizer

hereunder. MGFA is not responsible for and shall not be deemed to guarantee the success of the event/initiative.

3. MGFA is not responsible for and cannot provide insurance for the event/fundraiser.
4. MGFA may withdraw its support and affiliation with the event at any time and for any reason, within its sole discretion.
5. If alcohol will be present and/or served at the event, the Event Organizer agrees to implement the proper legal ID and consumption measures. MGFA shall not be liable under the relevant dram shop law(s) or any other law or regulation for ensuring that participants in the Community Event adhere to the legal ID and consumption requirements for alcohol, and the Event Organizer assumes all such risks and liability, and indemnifies MGFA therefrom, under the provisions of this Section III.

Photo & Video Consent

By choosing "I agree" below and in consideration of being authorized by MGFA to host an event/initiative in support of or to benefit MGFA, the Event Organizer consents to the use and reproduction by MGFA of any and all photographs, audio and video recording, or any other records (together, "Media") which are taken of him/her or their event/initiative or event/initiative participants, that are posted on social media, shared with staff directly or indirectly, or are specifically taken by MGFA or anyone authorized by MGFA, without any compensation to the Event Organizer or anyone (or the custodian or legal guardian of anyone, or executor or trustee of the estate of anyone) depicted or represented in such Media. MGFA will provide a release for the use of the image.

Use of Myasthenia Gravis Foundation of America Online Fundraising Pages

Event Organizers may create an event or initiative website, hosted by MGFA, and allow online credit card donations to be made directly to MGFA through the Classy platform and its processors.

1. Event Organizers are NOT authorized to enter in offline donations. All offline donations, checks or anticipated funds, must be mailed to the Myasthenia Gravis Foundation of America and must be entered onto the Community Event website by official MGFA staff.
2. The Event Organizer's website must follow the structure provided; content representing MGFA, such as the header or footer MGFA photo and text, may not be deleted or altered.
3. Except as otherwise provided herein, the Event Organizer is responsible for creating and maintaining the content on the event or initiative's website.
4. MGFA reserves the right to remove objectionable material from any Event Organizer's website.
5. If an Event Organizer hosts an event through the MGFA Classy platform, the individual is responsible for requesting admin status and pulling his/her event reports regarding donors, transactions, and event participants. If assistance from MGFA staff is needed to pull these reports, such assistance must be requested Monday-Friday during 9:00am-5:00pm Eastern Time business hours.
6. It is the Event Organizer's responsibility to review and approve all content, processes and emails associated with individual's MGFA Classy event or donation page. Once the Event Organizer activates

his/her website, it is assumed that all content hosted on that site has been approved by the Event Organizer.

Use of Myasthenia Gravis Foundation of America Intellectual Property

1. Upon request and to the extent possible, MGFA will provide the Event Organizer with available print materials and electronic logos appropriate to the event/initiative and its fundraising activities.
2. The use of the MGFA name, content, collateral, brand, trademarks, and logos (collectively, "MGFA Intellectual Property") in any way in association with an event requires prior approval in writing by an MGFA staff member or member of the MGFA marketing communications team. Any Community Fundraising materials, designs, photography, content/copy, photography, or imagery containing any MGFA Intellectual Property for promotional items, invitations, online or web-based content and pages, signs, and collateral materials, must use MGFA Intellectual Property in compliance with MGFA guidelines. Any materials containing any MGFA Intellectual Property that, in the sole discretion of MGFA, are deemed questionable, inappropriate, or not in compliance or alignment with the MGFA brand, standards, style guide and/or mission, will not be approved for final print, publishing, or distribution to the public. Event Organizer.
3. All Community Fundraising materials and promotional tools may not make any representation which would indicate, suggest, or imply, or from which anyone could infer, that MGFA is hosting, producing, or sponsoring the event or initiative. All event or initiative materials should make clear, where possible, that funds are being raised "on behalf of", "in support of", or "to benefit" rather than "by" the Myasthenia Gravis Foundation of America.
4. All website content pertaining to MGFA and associated with the event must be submitted to an MGFA staff member for review and must be approved by MGFA before anything is posted. MGFA reserves the right to remove any link to the Community Event website if it contains any content deemed objectionable and reserves the right to require that website content be changed or removed if, in the sole discretion of MGFA, it is deemed objectionable and/or incorrect.

Community Event Social Media Usage

MGFA embraces the fact that today's communities exist online as well as in the physical world. Social media (including but not limited to blogs, video/photo posting sites (YouTube, Vimeo, Flickr), podcasts, wikis and online Portals, forums (reddit), listservs, social platforms (Facebook, Twitter, LinkedIn, Instagram, Snapchat, etc.) offers Event Organizers new channels for socializing, information-sharing, engaging, ideation, and marketing. We encourage these Event Organizers to use social media to promote their events to their audiences. MGFA defines social media as online-based applications that empower users to create, discuss, and share information, communicate, and collaborate with a virtual audience. The Myasthenia Gravis Foundation of America reserves the right to take legal action where necessary against organizations who engage in prohibited or unlawful conduct. This includes: Personal Use of Social Media MGFA expects all Event Organizers and their staff/volunteers/participants to act professionally whenever they post anything to the public on social media. We encourage organizers to use good judgment and discretion when using social websites and business networking sites. MGFA is not responsible or liable for any social media posts/content sharing by Event Organizers, volunteers,

committees, or participants that are offensive, inappropriate, or not aligned with the MGFA's mission and values.

When operating on social media on behalf of a Community Event or the Myasthenia Gravis Foundation:

- Don't use offensive words or expletives
- Don't share confidential information
- Don't share copyright, trademarked documents or statements
- Don't talk ill of other organizations in the space
- Don't release confidential research
- Don't fight with people online
- Don't respond to trolls
- Don't share political affiliations
- Don't use copyrighted materials from other entities without express permission
- Do ensure all content posted to promote the Community Event, or MGFA as an organization, reflect the professional nature of MGFA and is aligned with the mission, policies, and guidelines of MGFA
- Do ensure all posts to social media channels are aligned with the official MGFA brand guidelines (see Section VI above)
- Do ensure posts to social media channels reflect verified facts found on the MGFA website or materials
- Do respect proprietary information and content, financial disclosure laws, and confidentiality

Donations & Gift Acknowledgements

1. If an Event Organizer chooses to host registration on a non-MGFA affiliated website, the Event Organizer should consult his/her tax advisor for any tax implications associated with depositing event revenue into personal or event related accounts. MGFA is not responsible for any tax liabilities arising from any event that is organized, promoted and/or held by the Event Organizer.

2. Event Organizers have the option to accept, process, and acknowledge their donations in one of the following ways and will be required to adhere to the following terms and conditions appropriate to the selected option.

- Create a fundraising website, hosted by MGFA, and allow online credit card donations to be made directly to MGFA. An email receipt will be sent to all donors through this option. Registrations through the MGFA event website may not be tax deductible to the event organizer.

- Event Organizers can collect donors' checks made payable to Myasthenia Gravis Foundation of America and send them directly to the MGFA attention Community Events. Such donations will be processed and acknowledged by the MGFA under the organization's tax identification number. Event Organizers must include a completed Event Organizer Donation Form with checks to indicate which Community Event or Community Initiative the donations are for.

- Donors may mail checks directly to MGFA, Attn: Community Events. Donors must record the Community Event or Community Initiative's name on the check memo line and include a completed individual donor donation form.

- If an Event Organizer receives cash or a check made out to them personally, the Event Organizer may deposit the checks or cash; however, the Event Organizer must then send a check made out to the MGFA for the deposited amount or make an online donation to his/her event page for the deposited amount. If the Event Organizer submits donations this way, the initial donor will not be able to receive a tax receipt for his/her donation, as the funds were processed by the Event Organizer and not MGFA directly. The Event Organizer is responsible for following IRS guidelines for tax deductible donations. The Event Organizer should consult a tax advisor for any tax implications associated with depositing funds associated with a Community Fundraiser. It is encouraged that all donations be sent to MGFA within 30 business days of the event and/or collection activity to ensure prompt processing and acknowledgements. Donations made payable directly to the MGFA and will be acknowledged according to the following: 1) online donations will be acknowledged by email; 2) all offline donations will be acknowledged in writing via mail provided the donor provides a valid street address. *Please note, donor acknowledgement may take up to 2 weeks.

By hosting an event or fundraising effort to benefit the Myasthenia Gravis Foundation of America, the Event Organizer hereby acknowledges that he/she/it has read and understood, and agrees to be bound by, all the terms and conditions of this document, in association with the Fundraising Event.