

American Cancer Society Terms and Conditions - Event Sponsorship and Underwriting

The following terms and conditions apply to sponsorships and/or underwriting of events of the American Cancer Society, Inc. ("ACS"):

- 1. Sponsorship Commitment.** Sponsor has made a financial contribution (the "Payment") as a sponsor and/or underwriter of the ACS event (the "Event") identified on a sponsor commitment form, sponsorship package, pledge form, ACS website or similar agreement (each, a "Sponsorship Commitment"). ACS will have unrestricted use of the Payment. Any goods or services contributed by Sponsor or promotional activities conducted by Sponsor in connection with Event are provided as charitable contribution to ACS and without consideration.
- 2. Sponsorship Acknowledgements.** ACS will provide the public recognition and acknowledgment applicable to Sponsor's support level as set forth in the Sponsorship Commitment (the "Sponsorship Acknowledgments"). Acknowledgment of Sponsor's sponsorship, while identifying Sponsor, will not endorse Sponsor's products or services or contain any qualitative or comparative language or price information with respect to Sponsor's products or services. Sponsorship Acknowledgments are not being provided as consideration of the Payment and the value of such acknowledgments will not exceed 2% of the Payment value. ACS will arrange and bear all costs and expenses related to Sponsor Acknowledgements.
- 3. Sponsorship Benefits.** ACS will provide the additional sponsorship benefits (such as Event admission, food and beverage, entertainment, VIP seating, etc.) applicable to Sponsor's support level as set forth in the Sponsorship Commitment ("Benefits"). ACS will arrange and bear all costs and expenses related to Benefits.
- 4. Tax Treatment.** The American Cancer Society is a qualified public charity under Section 501(c)(3) of the Internal Revenue Code (the "Code"). Sponsor's Payment is a qualified sponsorship payment under Section 513(i) of the Code and nonrefundable. To the extent that Sponsor's Payment exceeds the fair market value of all goods, services and other return benefits received by Sponsor, it is considered a charitable donation to ACS and tax deductible to the extent permitted by law. ACS will provide Sponsor with documentation of the fair market value of all return benefits received in connection with the Event. In no event will the value of return benefits exceed the Payment. The return benefits are not intended to be available as a regularly occurring sale or an offer of advertising. Sponsor is responsible for consulting with its own tax advisor regarding the deductibility and treatment of its Payment, including contributed goods, for its own tax purposes. Contributed services are not tax deductible.
- 5. Use of Names and Logos.** Sponsor grants to ACS the free, limited, non-exclusive, nontransferable, nonassignable, revocable right and license to use the Sponsor's name and logo provided by Sponsor solely for the purpose of providing the Sponsorship Acknowledgments, Benefits and otherwise fulfilling its obligations under these Terms and Conditions. Sponsor has the right to publicly announce and promote its sponsorship of the Event using the ACS name as follows: "[Sponsor] is [or was] a proud Sponsor of the [Event]" or in similar language approved in advance by ACS. In any online announcement, a link to www.cancer.org will be provided. Any use of the ACS logo or any use of the ACS name other than the language set forth above, requires the prior written review and approval of ACS. In no event shall Sponsor use ACS's name or logo in connection with the sale of a product or service. Upon request, Sponsor will provide ACS with copies of any Sponsor materials that use the ACS name or logo. All use of the ACS name or logo inures to the benefit of ACS. All Sponsor's right to use the ACS name and/or logo will terminate one (1) year after the Event, or earlier upon ACS's written notice of termination. Both parties further agree not to use each other's intellectual property in any way that would imply endorsement of one's self or demean, defame, embarrass, diminish or cause any harm to the other.
- 6. Sponsorship Scope.** Unless otherwise expressly identified on the Sponsorship Commitment, Sponsor will be a non-exclusive sponsor of the Event and ACS reserves the right to have other sponsors. Sponsor acknowledges that all Sponsorship Acknowledgements and Benefits provided by ACS relate only to the identified Event, and not similar ACS events held in other locations.
- 7. Tobacco Affiliations.** "Tobacco Company" means any company that manufactures tobacco products and is commonly considered to be part of the tobacco industry, including subsidiaries and parent companies, and companies under common control with such company, as well as philanthropic foundations and other organizations closely linked with tobacco industry. Sponsor represents and warrants that it (i) is not a Tobacco Company; (ii) does not own 5% or more of a Tobacco Company; and (iii) is not 5% or more owned by a Tobacco Company. Sponsor will adhere to ACS's no smoking policy when on ACS premises and the Event location.
- 8. Force Majeure.** Neither Sponsor nor ACS will be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts of God, fire, flood, communicable disease outbreak, epidemic, public health emergency, natural catastrophe, severe weather, war, terrorism, labor dispute, governmental regulation or act, or similar events beyond the party's reasonable control, including any quarantine, travel warning or restriction or other action of government agencies or commercial entities intended to control, mitigate or otherwise address the foregoing (a "Force Majeure Event").
- 9. Discretionary Authority.** Sponsor understands that the Event is being conducted, and Sponsor's Payment will be utilized, in furtherance of ACS's charitable mission. Sponsor acknowledges that ACS shall retain full discretion and control over the Event, including planning, schedule and operations. ACS reserves the right to reschedule or cancel the Event for any Force Majeure Event or any other reason it deems necessary or advisable, including without limitation logistical complications, public health concerns, severe weather forecast or other circumstances potentially affecting Event operations, attendance or success. In such cases, ACS will make reasonable efforts to provide Sponsorship Acknowledgements and Benefits at a rescheduled or comparable event within a reasonable time with Sponsor's approval.
- 10. Applicable Law, Jurisdiction, and Special Damages.** These Terms and Conditions will be governed by the laws of the state of Georgia. The state and federal courts located in Fulton County, Georgia will have exclusive jurisdiction over all claims brought under this Agreement. Neither party will be liable for any indirect, special or consequential damages. This limitation of liability will not limit either party's gross negligence or willful misconduct.
- 11. Miscellaneous.** If any provision of these Terms and Conditions of Sponsorship are held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of these Terms and Conditions, and the application of such provision in any other circumstances, will not be affected thereby. The remedies specified herein are cumulative and in addition to any remedies available at law or in equity. Waiver of a breach of any provision of these Terms and Conditions does not constitute a waiver of any other breach of the same provision or any other provision of these Terms and Conditions. All Sections of these Terms and Conditions that by their nature are intended to survive expiration or termination will so survive. These Terms and Conditions, together with the Sponsorship Commitment, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other communications between the parties with respect to such subject matter. In the event of a conflict between these Terms and Conditions and the Sponsorship Commitment, these Terms and Conditions will control. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of such party. These Terms and Conditions, and the rights granted hereunder, may not be assigned by either party without the prior written consent of the other party.