

# LHON Collective Fundraising Event Program Policies and Guidelines



LHON Collective is extremely grateful to the many individuals and organizations who wish to organize events and campaigns to support the LHON Community and research towards a cure for LHON.

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## Reason Permission is Required to Use LHON Collective's Name and Logo

The LHON Collective name and logo are legally protected trademarks owned by the LHON Collective nonprofit entity. As the owner of the LHON Collective name and logo, LHON Collective has the legal responsibility to protect its trademarks, including all variations and uses thereof.

To maintain the credibility and integrity of the LHON Collective name and logo as trademarks, LHON Collective must protect them from inappropriate use. These guidelines do not give presumptive approval for using the LHON Collective trademarks.

## Correct Usage

-  "The Neighborhood Walk-a-thon is partnering with LHON Collective to raise funds for LHON research. All funds will go to LHON Collective."
-  "The Neighborhood Walk-a-thon is being held in partnership with LHON Collective to raise funds for LHON research. All funds will go to LHON Collective."

## Incorrect Usage

 “LHON Collective is sponsoring our Neighborhood Walk-a-thon. A portion of the proceeds will go to LHON Collective.”

 “The Neighborhood Walk-a-thon is partnering with LHON Collective to raise funds for LHON research. A portion of the proceeds will go to the LHON.”

## Fundraising Event or Campaign Overview

A LHON Collective supporter’s fundraising event or campaign (“Fundraiser”) is an event or promotion organized, developed, and executed for the purpose of raising money to advance LHON Collective’s mission by an individual, business, or organization (“Organizer”), which is non-affiliated with LHON Collective.

LHON Collective has no fiduciary responsibility and little or no staff involvement in these Fundraisers, where the net proceeds shall be delivered to LHON Collective for the benefit of LHON Collective.

With the Organizer’s acceptance of (and compliance with) these Program Policies & Guidelines, the Organizer of a Fundraiser has the opportunity to utilize the [LHON Collective Fundraising Toolkit](#) for Fundraiser promotion and related online fundraising, and use the LHON Collective logo in connection with the Fundraiser.

## Program Policies and Guidelines

### Event Names

All promotional materials and public communications must clearly state LHON Collective is the beneficiary of the Fundraiser, and may not state or imply that Organizer is an employee, agent, subsidiary, or affiliate of LHON Collective, nor may such materials or communications state or imply that the Fundraiser is organized, hosted or sponsored by LHON Collective or that LHON Collective is other than the beneficiary of the Fundraiser. For example, rather than “LHON Collective [Fundraiser Name]”, the Fundraiser should be identified as “The [Fundraiser Name] To Benefit LHON Collective.”

### Correct and Incorrect Ways to Use LHON Collective Trademarks

- The LHON Collective trademarks must be used primarily in connection with fundraising for Leber Hereditary Optic Neuropathy (LHON).
- Any and all proceeds must go to LHON Collective.
- It must be stated that your event is being held “in partnership” with LHON Collective or that your event is “partnering with” LHON Collective.
- The LHON Collective trademarks may not be used in any way or manner that implies the endorsement of any person, product, program, or service.

- No one may manufacture for sale a product containing or featuring the LHON Collective trademarks. If you would like to create a product as a fundraiser for us, please contact us directly.
- Anyone who receives written permission to use the LHON Collective trademarks incurs an obligation and fiduciary duty to maintain the integrity and consistency of the trademarks. The trademarks may not be altered in any way.
- LHON Collective prohibits doing any business under the LHON Collective Name. No contracts may be signed under the LHON Collective Name. LHON Collective is not responsible for any contract disputes and is not liable for any damages, thefts, or injuries that may occur at your event.

## Correct Usage

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## LHON Collective Staff & Volunteers

LHON Collective staff and volunteers are fully engaged in strategic programs to raise funds that support the mission of LHON Collective. As a result, LHON Collective is unable to provide staff or volunteers as in-person support for fundraising events by Organizers.

## Liability Insurance

LHON Collective insurance does not extend to or cover independent LHON Collective Supporters' Fundraising Events or Campaigns. It is recommended that Organizers read the fine print of agreements they are signing when holding fundraisers at various locations. At times, liability insurance is mentioned in the agreement, and that will be at the responsibility of the Fundraiser Organizer, not LHON Collective. We recommend seeking independent insurance advice if it is appropriate.

## Conduct & Decorum

Each Fundraiser shall be administered in a manner that reflects positively on the image of LHON Collective. No conduct which is unlawful or deemed offensive by LHON Collective shall be associated with any Fundraiser. LHON Collective reserves the right to revoke Organizer's permission to use the LHON Collective name, the LHON Collective Logo, the LHON Collective Tagline, and fundraising tools for any Fundraiser it deems offensive or in violation of these Program Policies & Guidelines.

Use of the LHON Collective trademarks without approval or in an inappropriate manner may result in legal action. Upon notice from LHON Collective, Organizer agrees to discontinue use of the trademarks.

We encourage event Organizers to conduct events benefiting the LHON Collective in the safest manner possible and to protect the health and safety of all attendees and participants. In matters of health and safety (such as the COVID-19 pandemic), it is recommended that Organizers follow the science and data to make appropriate decisions on holding events based on the guidance of federal, state, and local public health officials.

## Accounting & Banking

Organizer and/or individual donors of the fundraising event shall donate to LHON Collective all proceeds from the Fundraiser, net of direct costs. Under no circumstances can a Fundraiser's expenses flow through LHON Collective's accounting books.

Only the net revenue (revenue less expenses) will be accepted by LHON Collective. Organizer may not use LHON Collective's taxpayer identification number or assert exemption from taxes under LHON Collective's Name.

All donations submitted through LHON Collective's online fundraising page or mailed directly to LHON Collective will be acknowledged by LHON Collective with a tax-deductible receipt, assuming donor information is supplied.

## In-kind Sponsorship

LHON Collective cannot solicit in-kind sponsors for independent LHON Collective Supporter's Fundraising Events/Campaigns. In-kind sponsorship is defined as a donation of a product or service, such as printing of materials or providing custom t-shirts. Additionally, the value of in-kind sponsors' products or services can be recognized as part of the total event revenue, but not in the event's cash donation to LHON Collective. Please contact LHON Collective for additional information.

## **Safety of Participants in Events**

All in-person fundraising events should be conducted with the safety of the participants in mind, and special attention must be paid to the safety of any minor participating in the event. LHON Collective is not responsible for the safety of participants in the Fundraiser by the Organizer.

If any event poses a potential risk to the health or safety of a participant, such as a walkathon, marathon, or triathlon, the Organizer shall obtain a written and signed waiver of liability from each participant as a condition of participation in the event. The waiver must release LHON Collective from any claim for liability resulting from the individual's participation in the event. Sample waiver language will be provided upon request.

## **Cause Related Marketing & Product Endorsement**

For-profit entities or individuals that wish to fundraise for LHON Collective through their trade or business by offering LHON Collective a percentage of sales or revenue from products or services must first secure LHON Collective's written approval before proceeding.

Organizer shall not use the LHON Collective Name and/or the LHON Collective Logo in connection with the sale or promotion of any products or services or for any commercial purposes unless pre-authorized by LHON Collective in writing. Organizer will not represent or imply that LHON Collective endorses or sanctions any product or service of Organizer or of any third party.

## **Usage of the LHON Collective Name and Logo**

LHON Collective has strict guidelines around the usage of our Logo for fundraising activities. Permission to use the LHON Collective Logo is granted on a case-by-case basis. Organizers of fundraisers must request to use our Logo by sending an email with the items answered at the bottom of this form. Staff will respond to all requests within 10 business days.

All promotional materials and public communications must clearly state that LHON Collective is the beneficiary of the Fundraiser and may not state or imply that Organizer is an employee, agent, subsidiary, or affiliate of LHON Collective. These materials or communications should also not state or imply that the Fundraiser is organized, hosted, or sponsored by LHON Collective or that LHON Collective is anything but the beneficiary of the Fundraiser.

LHON Collective grants to Organizer a non-exclusive, non-transferable permission to use and display the LHON Collective Name and the LHON Collective Logo in connection with Fundraisers authorized hereunder, subject to the following terms and conditions:

- Organizer will use the LHON Collective Name and the LHON Collective Logo solely to organize, promote, host, and present the Fundraiser in accordance with these Program Policies & Guidelines.
- The Tagline and the LHON Collective Logo may be used in connection with publicizing the Fundraiser. No other use of the LHON Collective Name or any other LHON Collective Trademarks, Slogans, Logos, or designs may be used in connection with the Fundraiser unless LHON Collective makes them available to Organizer specifically for use in connection with the Fundraiser.
- Organizer shall not make any alterations to the LHON Collective Logo or adapt the LHON Collective Logo as part of another symbol or mark. Organizer agrees not to do, omit to do, or permit to be done, any act which will or may dilute or tarnish or bring into disrepute the reputation of or goodwill associated with the LHON Collective Name or the LHON Collective Logo.
- The organizer is responsible for the costs, logistics, and liability associated with organizing, promoting, and producing the Fundraiser.
- Organizer shall not grant permission to any other person to use the LHON Collective Name and/or the LHON Collective Logo.
- Organizer agrees to comply with all laws in connection with organizing, promoting, and hosting/presenting any Fundraiser where the LHON Collective Name and/or Logo will be displayed or used by Organizer.
- LHON Collective reserves the right to terminate Organizer's right to use of the LHON Collective Name and Logo immediately and without prior notice if LHON Collective determines in its sole discretion that Organizer has violated any of these Program Policies & Guidelines.

## Indemnity

Organizer of the Fundraiser agrees to indemnify and hold harmless LHON Collective, its affiliates, officers, employees, agents, representatives, contractors and licensees from and against all claims, losses, damages, liabilities and expenses, including reasonable attorney's fees, arising out of or occasioned by any act or omission of Organizer, or his/her/its officers, partners, employees, agents, volunteers, contractors, the licensees, guests, invitees, or attendees, in connection with the Fundraiser.

## How To Request Permission

Email LHON Collective to request permission to use the LHON Collective trademarks, including Name, Logo, and Tagline.

By sending LHON Collective an email to [connect@lhon.org](mailto:connect@lhon.org) to request permission to use the LHON Collective trademarks, you agree to the above terms and conditions of use. Please copy and paste the below requested items into the body of your email. Your sent email request with this information included will signify your Acknowledgement or Agreement to the above terms and conditions regarding use of the LHON Collective trademarks.

Trademark Permission Request Items to copy and include in your email request:

- Full Name
  - First Name
  - Last Name
- Email
- Phone
- Date of your event
- Tell us about your event
- How will you use our trademark(s)?