EXTERNAL FUNDRAISING EVENT TERMS AND CONDITIONS

These External Fundraising Event Terms and Conditions ("Terms") will apply to the external fundraising event ("Event") to benefit Fred Hutchinson Cancer Research Center ("Fred Hutch") that is described in this External Fundraising Event Proposal and Agreement. In order to protect Fred Hutch’s name, marks and reputation, this Event must be conducted in accordance with these terms. Only sponsors of Events ("Sponsors") that agree to comply with these Terms are permitted to use Fred Hutch’s name and marks.

1. Fundraising on behalf of Fred Hutch.

1.1 These Terms together with the External Fundraising Event Proposal and Agreement to which they are attached (collectively "Agreement") provide the basis for an Event to be organized by Sponsor on behalf of Fred Hutch. If the Event is approved, this Agreement will form the basis of any dealings with Fred Hutch in relation to the Event. Sponsor will be notified by email whether or not the Event is approved.

1.2 If approved, the Event will not be a Fred Hutch event, but an event to raise funds for donation to Fred Hutch. Fred Hutch may only be identified as the beneficiary of the Event and not the sponsor of the Event. Fred Hutch cannot take a coordinating role in planning and its officers and employees cannot assist in solicitation of prizes, publicity or providing goods and services to assist the Sponsor in the execution or promotion of the Event. Fred Hutch will not provide funding for expenses of the Event and will not provide access to its donor database to the Sponsor for use in connection with the Event. Sponsor is not the agent for Fred Hutch and has no authority to enter into any contract or commitment on behalf of Fred Hutch or otherwise act on Fred Hutch’s behalf.

1.3 Fred Hutch cannot accept and Sponsor agrees not to donate to Fred Hutch donations from sponsors or events affiliated with or directly sponsored by tobacco or liquor-related products or companies who sell such products or from any organization associated with terrorist activities or donations obtained by illegal means.

1.4 Sponsor and Event expenses may not exceed 30 percent (30%) of the gross proceeds from the Event.

1.5 Sponsor agrees to provide Fred Hutch two complimentary tickets to the Event for Fred Hutch staff attendance. After the Event, Sponsor agrees to provide Fred Hutch with a report on the Event including samples of all previously approved materials featuring Fred Hutch Marks.

1.6 Donations may be directed to Fred Hutch’s general fund or may be directed for use for a general restricted purpose (e.g. breast cancer research). Donations may only be restricted to a specific purpose if Sponsor promotes the fact that donations will be directed for that purpose in advance on all promotional materials (including Web-based, advertising, TV/radio, public relations materials). Donations that are not specifically directed will be directed to the general fund.

1.7 Sponsor is responsible for obtaining all necessary licenses and permits relating to the Event (e.g. raffle licenses) and for ensuring that the Event is conducted in accordance with all applicable laws and regulations. Fred Hutch cannot provide legal or tax advice and Sponsor should consult Sponsor’s own legal or financial advisors for such advice.
2. Liability and Insurance.

2.1 Fred Hutch is not financially or otherwise liable or responsible in any way for the promotion or staging of the Event or for any claims, damages, liabilities, injuries, losses or expenses that arise out of or relate to the Event. The Sponsor agrees to indemnify, defend and hold harmless the

Fred Hutch, its trustees, officers, employees and agents and their successors and assigns (“Indemnified Parties”) of and from all claims, damages, liabilities, injuries, losses or expenses (including, without limitation, attorneys’ fees and costs) that arise out of or relate to the Event or its promotion, planning or development except to the extent caused by the Indemnified Parties.

2.2 The Sponsor, at its expense, agrees to maintain liability insurance that is appropriate for the Event and is acceptable to Fred Hutch. The Sponsor will provide Fred Hutch with evidence of insurance upon request.

3. Processing and Receipting of Donations.

3.1 All donations must be remitted to Fred Hutch within six (6) months after the Event.

3.2 All donations made payable to and received by Fred Hutch will receive a written acknowledgment from Fred Hutch for tax purposes acknowledging the donation. The name and address appearing on the check received by Fred Hutch will be used for purposes of the tax acknowledgment.

3.3 Fred Hutch can verify matching gifts only for donations received directly by Fred Hutch that are eligible to receive a tax acknowledgment from Fred Hutch.

3.4 Under federal income tax law, if goods or services are received by a donor in return for a donation (e.g. auction purchases, meals, gifts), the portion of the donation that is deductible for tax purposes is limited to the amount by which the donation exceeds the value of the goods or services received.

Where goods or services are to be provided to a donor, the Sponsor must communicate a good faith estimate of the fair market value of those goods or services to the donor prior to the donation. At the time the donations are provided to Fred Hutch, the Sponsor must advise Fred Hutch in writing if any goods or services were provided to any donor. If any goods or services were provided, the Sponsor must provide a list to Fred Hutch with the following information: the donor’s name, the amount of the donation, a description of the goods or services provided, and the good faith estimate of the fair market value of the goods or services. The tax acknowledgment from Fred Hutch will describe the goods or services and state the good faith estimate of the value of those goods or services.

3.5 If donations from the Event are deposited to a separate account outside Fred Hutch and subsequently donated in a single sum to Fred Hutch (e.g. one check), only the individual, organization, corporation, foundation, or other entity whose name appears on the check is eligible to receive a tax acknowledgment for the donation. Sponsor should alert event donors that their gift will not be acknowledged as a tax-deductible donation by Fred Hutch.
4. **Use of Fred Hutch’s Name and Marks.**

4.1 The name “Fred Hutchinson Cancer Research Center,” its logos and other promotional materials or photographs relating to Fred Hutch (including any that appear on its Web site) are trademarked and copyrighted materials (collectively “Fred Hutch Marks”). Fred Hutch Marks cannot be displayed, copied or used in any manner without prior written consent from Fred Hutch. Approval of the Event and acceptance of the Agreement does not constitute consent to use Fred Hutch Marks except as provided in Section 4.4 below.

4.2 Consent to use Fred Hutch Marks is at the discretion of Fred Hutch and may be specifically detailed at the time an Event proposal is approved and the Agreement accepted by Fred Hutch, or it may be subsequently negotiated at the discretion of Fred Hutch.

4.3 If use of Fred Hutch name is permitted under this Agreement, the name “Fred Hutchinson Cancer Research Center” must always be used in its entirety. Sponsor has no rights to any Fred Hutch Marks or any combination or derivative of such Fred Hutch Marks, nor is Sponsor given the right to raise funds in the name of “Fred Hutchinson Cancer Research Center” for any purpose other than those outlined in Agreement accepted by Fred Hutch.

4.4 Upon approval of the Event and written acceptance of this Agreement by Fred Hutch, Sponsor may state that the Event is to support Fred Hutchinson Cancer Research Center, or that proceeds from the Event benefit Fred Hutchinson Cancer Research Center, but may not use any other Fred Hutch Marks unless agreed in writing by Fred Hutch.

4.5 Any material (including Web-based, advertising, TV/radio, public relations materials) using Fred Hutch Marks must be submitted for approval prior to being printed or circulated. Requests to use any Fred Hutch Marks take at least seven (7) business days to process and may take longer depending on the circumstances.

5. **Event Benefits and Support.**

5.1 Fred Hutch currently offers the benefits and support described on Exhibit 1 for Events raising the monetary levels stated on the Exhibit. If Fred Hutch is not the sole beneficiary, the event benefits described will be determined based on the gross proceeds benefiting Fred Hutch.

5.2 The benefit level for each Event must be approved by Fred Hutch in its discretion. In determining the appropriate benefit level for the Event, Fred Hutch will consider any written pledge agreement for the Event, the donation history for the Event and any other special circumstances relating to the Event. Fred Hutch will notify the Sponsor of the benefit level for the Event as soon as reasonably possible after its approval of the Event.