

# Cause Marketing Agreement

This Cause Marketing Agreement (“Agreement”) will apply to the cause marketing promotion (“Promotion” or “Campaign”) to benefit Fred Hutchinson Cancer Center (“Fred Hutch”) that is described herein. In order to protect Fred Hutch’s name, marks, and reputation, this Promotion must be conducted in accordance with these terms. Only sponsors of Promotions (“Sponsors”) that agree to comply with these Terms are permitted to use Fred Hutch’s name and marks.

## 1. Promotional Activities on behalf of Fred Hutch.

1.1 This Agreement together with the Cause Marketing Proposal which is attached here to and incorporated herein provides the basis for a Promotion to be organized by Sponsor to benefit Fred Hutch.

1.2 The Promotion will not be a Fred Hutch promotion, but a promotion to raise funds for donation by Sponsor to Fred Hutch. Fred Hutch may only be identified as the beneficiary of the Promotion and not the sponsor of the Promotion. Promotional materials must clearly state that Fred Hutch does not endorse the use of Sponsor’s products or services. Fred Hutch cannot take a coordinating role in planning the Promotion and its officers and employees cannot assist the Sponsor in the execution or publicity of the Promotion. Fred Hutch will not provide funding for expenses of the Promotion and will not provide access to its donor database to the Sponsor for use in connection with the Promotion. 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 Sponsor donations from the Promotion 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 states that the proceeds of the Promotion 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 given to the general fund.

1.4 Sponsor is responsible for obtaining all necessary licenses and permits relating to the Promotion and for ensuring that the Promotion 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.

1.5 If Sponsor creates a personal fundraising page using the Fundraise for Fred Hutch platform, Sponsor will have the ability to post content and images. Fred Hutch has the right to remove any objectionable content in its sole discretion posted to a Fundraise for Fred Hutch page. Content includes, without limitation, images, illustrations, designs, icons, photographs, trademarks, logos, text, or any other form of advertising. Sponsor agrees to make only lawful use of the Fundraise for Fred Hutch platform and will use it in compliance with all federal, state and local laws and regulations. Fred Hutch reserves the right to disable any Fundraise for Fred Hutch page at any time.

## 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 Promotion or for any claims, damages, liabilities, injuries, losses or expenses that arise out of or relate to the Promotion. The Sponsor agrees to indemnify, defend and hold harmless Fred Hutch, its directors, 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 Promotion including without limitation the planning, development, marketing and advertising, and conduct of the Promotion, except to the extent directly caused by the Indemnified Parties.

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

### **3. Processing and Receipting of Donations from the Promotion.**

3.1 All donations from the Promotion must be made payable to Fred Hutch and remitted to Fred Hutch within six (6) months after the Promotion ends. 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.

3.2 If donations from the Promotion 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 promotion 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 names "Fred Hutchinson Cancer Center," "Fred Hutch Cancer Center," "Fred Hutch," and Fred Hutch's logos and other promotional materials or photographs relating to Fred Hutch (including any that appear on its website) 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 Promotion and acceptance of the Agreement does not constitute consent to use the Fred Hutch Marks except as provided in Section 4.2 below. Consent to use the Fred Hutch Marks is at the discretion of Fred Hutch.

4.2 If use of Fred Hutch name is permitted under this Agreement, the name "Fred Hutchinson Cancer Center" must always be used in its entirety at the first mention. After the first use, "Fred Hutch" may be used. 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 Center" for any purpose other than those stated in this Agreement or as otherwise agreed by Fred Hutch in writing. Sponsor may state that the Promotion is to support Fred Hutchinson Cancer Center, or that proceeds from the Promotion benefit Fred Hutchinson Cancer Center, but may not use any other Fred Hutch Marks unless agreed in writing by Fred Hutch.

4.3 Any material (including web-based, advertising, TV/radio, public relations materials) using Fred Hutch Marks must be submitted to and approved by Fred Hutch prior to being printed or circulated. Requests to use any Fred Hutch Marks take at least 72 hours to process and may take longer depending on the circumstances and approval will be in the sole and absolute discretion of Fred Hutch.

### **5. Promotion/Campaign Benefits and Support.**

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

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

### **6. Term and Termination.**

6.1 The term of this Agreement ("Term") will be one year from the date this Agreement is accepted and agreed to by an authorized representative of Fred Hutch.

6.2 Fred Hutch may terminate this Agreement at any time in its sole discretion by giving Sponsor written notice of termination. This Agreement will automatically terminate if Sponsor does not conduct the Promotion within the Term. Upon termination of this Agreement, Sponsor will immediately stop using any of the Fred Hutch Marks unless otherwise agreed in writing by Fred Hutch.