

## Student Visionaries of the Year Campaign Agreement and Confidentiality Terms

Thank you for supporting The Leukemia & Lymphoma Society (LLS) and committing to participate in the Student Visionaries of the Year (Student Visionaries) campaign. We sincerely appreciate your support of LLS. As you know, everyone wins when cancer loses. Student Visionaries is both a local and national fundraising competition. Therefore, the following guidelines have been created to ensure successful and fair competition for all candidate teams.

The undersigned parties agree to abide by federal, state, and local laws, and adhere to the following guidelines when participating in the Student Visionaries campaign to benefit LLS.

### Campaign Timeline & Fund Acceptance:

1. **Fundraising Begins:** Official fundraising period begins the day of Kickoff. Any funds dated prior to Kickoff excluding corporate sponsorship will be accepted but will not count toward the candidate team's competition total.
2. **Competition Concludes:** To count towards a candidate team's competition total, funds must be received by the deadlines for the below elements. Your LLS staff partner will provide you with your local campaign's specific dates for each of the below deadlines.
  - Due by the Online Fundraising Deadline:
    - Donations via Student Visionaries Fundraising Websites
    - Donations via linked Facebook Fundraisers
  - Due by the Money Collection Deadline:
    - Checks
    - Cash
    - Donations Processed via Fundraising Tools
    - Stock Transfers
    - Sponsorships
    - Donations via Donor Advised Funds, Foundations, or Companies
    - Donations via Retail Icon Campaigns
    - Cryptocurrency & NFTs
    - Charitybuzz Funds
  - Due by the Matching Gifts Deadline
    - Matching Gifts
    - Volunteer Grants
    - Donations via Company Portal (Benevity/YourCause)
- a. Under no circumstance will a national top fundraiser be named without all funds being confirmed (and appropriate documentation received) by LLS. National top fundraisers are determined based on each candidate team's fundraising total as of their Grand Finale; however, no more than 5% of a candidate team's national fundraising total can come from money earned through weekly incentives.
3. **Fund Acceptance:**
  - a. Stock Transfers: Funds must be received by LLS's brokerage account by this deadline. The value of the stock on the date it is received will be credited to your campaign.
  - b. Corporate Sponsorship & Hero Circle Contributions: A sponsorship may be considered "secured" through the submission of the nationally approved sponsorship commitment form(s) (must be completed in full, including signature of the person who will be providing the gift). Volunteers may secure sponsorship commitment forms prior to Kickoff, and

these forms can be submitted to LLS as sponsorship pledges. Sponsorship funds may be received starting July 1 and will be included in the competition total.

- c. Tribute Journal: Commitments will not reflect in a participants fundraising total until the funds have been received.
- d. Matching Gifts, Volunteer Grants, & Donations via Company Portal: Matching donations can be applied to direct donations only. Matching donations cannot be awarded for auction items, raffle ticket sales, sponsorships, etc. Make sure to follow the specific corporation's matching gift guidelines. Credit will only be applied once the match/volunteer grant has been processed and/or official paperwork has been received. For donations/matches made via Benevity/YourCause, documentation must be submitted to LLS to ensure credit can be applied during the competition, as processing on these platforms commonly takes 45-90 days before LLS is notified.
- e. Personal donation pledges will not reflect in a participant's fundraising total until the funds have been received.
- f. Donations via Donor Advised Funds, Foundations, Companies: If one of these types of gifts has been confirmed but has not been received by two weeks prior to the local campaign's Finale, a copy of the Commitment form signed by the donor with the "donation" option checked may be accepted to count towards the team's total.
- g. In-Kind Credit: Beginning at kickoff, some local campaigns may offer the opportunity to secure in-kind credit for region approved budgeted items that teams are able to secure as a donation. Where available, in-kind credit is first come, first served; limited to the listed items with their stated values; and can be secured only by submitting the signed contract via email. Credit will only be applied after LLS staff have verbally confirmed the donation with the vendor, and in-kind credit may not exceed 10% of the total monetary funds raised by the team.
- h. Charitybuzz: If partnering with Charitybuzz, the volunteer is responsible for ensuring fulfillment/delivery of the package.
- i. Grand Finale Auction: Some local campaigns may offer the opportunity to secure a small number of silent and auction items with a required minimum value for each item. Where available, teams will be credited for the amount that the item sells for at the Grand Finale and not the actual value of the item. All auction items must be received no later than the local auction deadline (LLS staff partner will provide the specific local date). All auction items must be consistent with LLS's mission, standards, policies and programs and must not place LLS's image or reputation at risk or jeopardize its tax-exempt status. (I.e. auction items such as firearms or live animals are not permitted).
- j. Other Donation Forms: Forms of donations not specifically set forth above must be approved by LLS's national staff at least three weeks prior to Grand Finale.
- k. Tax Deductibility: Only donations made directly to LLS are tax deductible to the extent permitted by law.

- l. Soliciting Donations from Pharmaceutical or Bio-tech Companies: To ensure compliance with applicable laws/regulations, volunteers must receive advance written approval from LLS Staff before soliciting donations from any pharmaceutical or bio-tech companies.
  
- m. Soliciting Donations from National Sponsors/Partners: Volunteers must receive advance written approval from LLS Staff before soliciting any donations from a confirmed national sponsor or partner for Student Visionaries of the Year.
  
- n. Cause Marketing/Commercial Coventure/Charitable Sales Promotion: Due to the shortened campaign timeframe and associated legal compliance issues, agreements in which a donation to LLS is triggered by the purchase of a product marketed to the public are not counted towards fundraising totals.
  
- o. Consumer Campaigns – Consumer Promotion – Consumer facing asks at check-out/retail must follow the process and work with LLS Corporate Engagement team for materials and execution. (excludes third party events)
  
- p. Multi-Year Pledges: Candidate teams are not able to receive credit towards their competition total for pledges that extend beyond the current fiscal year.
  
- q. Fund Restriction: Overall funds raised by volunteers during the seven-week campaign may not be restricted to a specific LLS program.
  
- r. Funds via Another LLS Program: Funds raised through schools/volunteers committed to another LLS program are not eligible to count towards an “Of the Year” campaign.
  
- s. Gift Acceptance Policy: LLS will not accept gifts that are detrimental to the mission, values, programs, standards, policies, interests or reputation of LLS. LLS will not accept gifts from businesses that manufacture or produce tobacco. For purposes of the Student Visionaries campaign, LLS will not accept gifts of real property, tangible personal property, or intangible personal property. Should you have questions regarding whether a gift is acceptable, please speak with your LLS staff partner.
  
- t. Property of LLS: All funds raised by your campaign belong to LLS and remain the property of LLS even in the event that you withdraw from the campaign.
  
- u. Receipt of Funds: Other than matching gifts, volunteer grants, or donations via company portal, all funds (including those where the official commitment form has been accepted as a pledge prior to the funds being received by LLS) must be paid 90 days from date commitment is secured. Invoices (if requested) will reflect this due date (or earlier if specified in the Partnership Commitment Form). And funds must be received by this due date in order to count towards a candidate team’s campaign total.
  
- v. Timeline: Donations made via check, cash, stock transfer, wire transfer, Donor Advised Funds, cryptocurrency, NFTs, matching gifts, volunteer grants, and Charitybuzz are subject to processing times and may not appear on your fundraising page immediately. If any eligible funds, with appropriate documentation, have not appeared on your page within 72 hours prior to the Finale, they will be manually credited to the candidate’s competitive total.

## Campaign Planning & Additional Fundraising Notes:

4. **LLS Branding:** Any use of LLS's name, logo, trademark, or stationery in any mailings, advertisements, or for the media must receive prior written approval from LLS.
5. **Raffles/Gaming:** LLS advises against the use of raffles and gaming due to the complexity of rules and legal requirements that vary from state to state. Please consult with your own legal counsel before engaging in, or conducting, a raffle.
6. **Third Party Events** (*any event held by a volunteer when the purpose of the event is to raise funds for the benefit of LLS*).
  - a. Naming: The correct wording to use when promoting a Third-Party event you are organizing is "[INSERT EVENT NAME] benefiting The Leukemia & Lymphoma Society".
  - b. LLS's Role: LLS's role in connection with Third Party events is as the exclusive beneficiary of the funds collected by the event. The fundraiser remains solely responsible for and legally liable for all aspects of the event.
  - c. Fund Deposits: Volunteers may not open a bank account under LLS's name or federal tax ID number (TIN).
  - d. Tax ID Usage: Volunteers are prohibited from using LLS's federal tax ID number (TIN) to secure any in-kind donations, including venues, invitations, etc.
  - e. Expenses: All expenses affiliated with a Third Party event and/or an overall Student Visionaries campaign are the volunteer's own personal responsibility, and volunteer agrees to keep these expenses to 25% or less of event revenue raised (gross). LLS cannot reimburse volunteers for any expenses related to their campaign.
  - f. Open Book Policy: Volunteer agrees to an "open book" policy and to provide LLS with an event plan and budget if requested.
  - g. Contracts: Volunteers agree not to sign any contract on behalf of LLS. Any contracts must be signed solely by the volunteer in their personal capacity.
  - h. Insurance: All Third-Party event organizers are responsible for providing proof of insurance as required by law or established business practice.
7. **Third Party Platforms:**
  - a. Facebook Fundraisers: Volunteers will be able to incorporate fundraising via Facebook into their campaigns. To ensure credit for any funds raised, the fundraiser must be linked directly via Fundraising Tools. By linking to a Facebook page, volunteer understands that Facebook's platform currently allows visibility of funds raised via their site, removing the confidentiality of that portion of any volunteers' fundraising.
  - b. Other Platforms: Any use of third-party platforms other than those listed in this agreement for the collection of funds must be approved by LLS's national staff in writing at least three weeks prior to the Grand Finale. A number of third-party platforms are not linked to individual volunteer fundraising (ex. text to give), and therefore funds raised through such platforms cannot be credited to a specific individual/team.

## Confidentiality Policies

8. **LLS's Confidentiality:** Candidate team fundraising totals are kept confidential until all totals have been finalized at the Grand Finale. Once totals have been finalized, LLS may announce the names of candidates raising \$50,000 or more during the announcement of the collective total raised at the Grand Finale and to the media following the Grand Finale. Specific donor details remain confidential, except where recognition has been promised by LLS.

9. **Volunteer's Confidentiality:** Candidate teams should keep their fundraising totals confidential until after the top fundraiser's total is announced. In order to provide all teams with a fair and equitable experience nationally, candidate teams raising \$250,000 or more are asked to keep their fundraising totals confidential until the national top fundraiser has been formally announced.

## Meetings & Communications

10. **Authorized Adult Attendance:** An authorized adult (i.e. a parent, guardian, or another adult who has been designated, via written permission, by a parent/guardian to function in their place) must attend all meetings with a Student Visionaries volunteer. If an authorized adult is unable to attend a scheduled meeting with the minor, staff will reschedule the meeting.
11. **Communication Methods:** LLS staff will communicate with volunteers via email, text messages and phone calls, etc. If group messaging applications are to be used, all group members must be comfortable with the terms of application, and authorized adults will be notified before the first message is shared. LLS staff will copy authorized adults in all text message and email communications. For communications outside of typical office hours, LLS will make every effort to respond within 1-2 business days.

## Eligibility Criteria

12. **Relationship to LLS:** No candidate who is the child or immediate family of a member of the National Board of Directors or LLS staff is eligible for a scholarship or for the title Student Visionary of the Year. Children and immediate family members of LLS staff or the National Board of Directors may participate as honorary candidates.
13. **School Representation:** LLS reserves the right to allow the participation of more than one team from any given school or organization.
14. **Relationship with LLS:** Nothing herein will be deemed to constitute a partnership, joint venture, or principal and agent relationship between volunteer and LLS. Volunteer will not have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of LLS, or to bind LLS to any contract, agreement or undertaking with any third-party.
15. **Entering into Agreements:** Volunteers should not enter into any agreement with any person or entity where there is a potential conflict of interest with LLS' mission, standards, policies and programs, or where LLS's image or reputation is at risk, or where its tax exempt status could be jeopardized. For example, fundraising activities such as conducting a bachelor or bachelorette auction are not permitted.
16. **Volunteer Conduct:** Volunteers agree that they will not act in any manner that could harm LLS's brand or reputation or otherwise reflect adversely on LLS. LLS may terminate a volunteer's involvement in the Student Visionaries campaign if LLS determines that continuing would jeopardize LLS's brand, reputation, or goodwill. For example, a volunteer's conduct that violates LLS's Anti-Discrimination & Anti-Harassment policy, or is otherwise disrespectful, or promotes violence or illegal activities, may result in immediate termination of the volunteer's campaign.
17. **Mission Awards:** In order to be eligible for a Mission Award, candidate teams must confirm in writing their choice regarding which mission pillar they'll be representing to their LLS Staff partner no later than Kickoff (or, should pillar details first be shared during CACT meeting, within 10 days after CACT meeting, whichever is later).

## Scholarships

18. **Disbursement:** LLS's preference is to provide a scholarship directly to the institution of the volunteer's choice OR into a 529 plan established for the volunteer. If a donation must be made directly to an individual, proof of intent that the scholarship will be used for educational purposes is needed in the form of a signed letter from a parent/guardian within two weeks of Grand Finale.
19. **Eligibility:** To be eligible for a scholarship or mission award, a candidate team must raise a minimum of \$10,000.

[SIGNATURE PAGE FOLLOWS]

**PLEASE NOTE: A CANDIDATE’S APPLICATION FOR STUDENT VISIONARIES OF THE YEAR WILL NOT BE CONSIDERED COMPLETE AND THEIR CANDIDACY WILL NOT BE RECOGNIZED UNTIL THIS WAIVER AND RELEASE AGREEMENT IS COMPLETED AND SIGNED BY THE CANDIDATE AND THEIR PARENT OR LEGAL GUARDIAN (IF THE CANDIDATE IS UNDER 18 YEARS OF AGE).**

**CANDIDATES SHOULD ENSURE ALL TEAM MEMBERS AND THEIR PARENT/GUARDIAN (IF THE TEAM MEMBER IS UNDER 18 YEARS OF AGE) SIGN THE TEAM MEMBER AGREEMENT.**

**FOR REFERENCE ONLY. ALL STUDENT VISIONARIES VOLUNTEER & PARENT/GUARDIAN SIGNATURES ARE TO BE PROCESSED THROUGH THE VOLUNTEERLLS PORTAL.**

### **SIGNATURES AND RELEASE**

As a candidate for the Student Visionaries of the Year (“Student Visionaries”) Campaign, I affirm that I have read and understand the attached Agreement containing the policies and terms of participation, and I agree to all of its terms and conditions, and on behalf of myself, my heirs, executors, administrators, assigns, or personal representatives, agree to the above requirements and hereby fully release and agree to hold harmless The Leukemia & Lymphoma Society, Inc., and its affiliates, their officers, directors, trustees, agents, employees and representatives, successors and entities, together with their insurers, of and from any and all liability, claims, damages, expenses or causes of action, or other loss which is in any way connected with my participation in the Student Visionaries Campaign.

As a candidate, I understand that in the event my campaign team members do not execute this Waiver & Release Agreement, I accept full responsibility for their acts or omissions and agree to fully release, waive, discharge, indemnify, and hold harmless LLS in connection with any liability, claims, damages, expenses, suits or causes of action, or other loss which are connected in any way with my campaign team members’ participation in the Student Visionaries campaign.

I recognize that photographs, and audio and video recordings of me (collectively my “Likeness”) will be taken during the Campaign, and I hereby grant LLS a perpetual, non-exclusive, worldwide, royalty-free sub-licensable right and license to use my Likeness in any and all media now or hereafter known for any purpose including, but not limited to, any promotion, publicity, marketing or advertisement for LLS, without compensation of any kind. I agree that LLS may use all or any part of my Likeness and may re-size or crop images to for formatting purposes or otherwise.

**(STUDENT VISIONARIES VOLUNTEER SIGNATURE ACCEPTED ON THE VOLUNTEERLLS PORTAL)**

## **PARENT/GUARDIAN SIGNATURES AND RELEASE**

As the parent or legal guardian of a child who is participating in the Student Visionaries of the Year ("Student Visionaries") Campaign to which this Agreement applies, I affirm that I have read and understand the attached Agreement containing the policies and terms of participation, and I agree to all of its terms and conditions. I hereby fully release and agree to hold harmless The Leukemia & Lymphoma Society, Inc., and its affiliates, their officers, directors, trustees, agents, employees and representatives, successors and entities, together with their insurers, of and from any and all liability, claims, damages, expenses or causes of action, or other loss which is in any way connected with my child's participation in the Student Visionaries Campaign. I allow my child to participate as evidenced by my signature below.

I understand that in the event that my child's campaign team members do not execute this Waiver & Release Agreement, I accept full responsibility for their acts or omissions and agree to fully release, waive, discharge, indemnify, and hold harmless LLS in connection with any liability, claims, damages, expenses, suits or causes of action, or other loss which are connected in any way with my child's campaign team members' participation in the Student Visionaries campaign.

I recognize that photographs, and audio and video recordings of my child (collectively his/her "Likeness") will be taken during the Campaign, and I hereby grant LLS a perpetual, non-exclusive, worldwide, royalty-free sub-licensable right and license to use my child's Likeness in any and all media now or hereafter known for any purpose including, but not limited to, any promotion, publicity, marketing or advertisement for LLS, without compensation of any kind. I agree that LLS may use all or any part of my child's Likeness and may re-size or crop images to for formatting purposes or otherwise.

**(STUDENT VISIONARIES PARENT/GUARDIAN SIGNATURE ACCEPTED  
ON THE VOLUNTEERS IN ACTION PORTAL)**