THIRD-PARTY PROGRAMS – TERMS & CONDITIONS

EVENTS & FUNDRAISERS

1. The third party (applicant) is responsible for organizing and executing the program.

2. Use of FBWR name and logo may only be used after application and endorsement of the activity (approved by FBWR staff) FBWR specifications must be adhered to (as per our brand guidelines). Logo is not to be used for more than 60 days.

3. The Food Bank of Waterloo Region (FBWR) will not cover expenses or assume any legal or financial liability associated with the Third Party Event.

4. Liability for the event is the sole responsibility of the applicant; as a result, before the event can proceed the applicant is responsible for the procuring and payment of all licenses and insurance and the organizing committee must provide FBWR with written verification that all such legal requirements have been met. All sporting events require that participants sign waiver forms, waiving any physical, personal or financial liability.

5. The program does not involve solicitation including telemarketing or online solicitation inconsistent with the Canadian Code of Practice for Consumer Protection in Electronic Commerce. The program does not include paid fundraising solicitation including, but not limited to, telemarketing, online solicitation, door to door solicitation.

6. FBWR has advised the application of Canada Revenue Agency regulations regarding tax receipts. Tax receipts will be issued at the sole discretion of FBWR according to Canada Revenue Agency guidelines. The issuing of receipts must be approved by FBWR prior to the event.

7. All volunteers associated with the program must have authorized donation forms and organization impact materials available. These materials will be created and supplied by FBWR upon agreement.

8. FBWR must receive a list of donors for receipting purposes. Individuals must be made aware that the organizers of the event will be forwarding this information to us and in line with privacy legislation/ethical fundraising codes, must be given the opportunity to “opt out” of having such information forwarded to us. FBWR will provide the appropriate verbage to be used on materials to communicate this.

9. FBWR should receive a list of targeted sponsors for the event before they are approached so we can minimize overlap with our annual fundraising initiatives.
10. All FBWR supporters, sponsor and donor data that may be connected to this program must be kept in strict confidence and information is not to be made available to other individuals/groups.

11. FBWR will, at its discretion, provide promotional support of the program through social media, web and other means (may also include, but not limited to post program wrap up mentions in newsletter, annual report) FBWR is not able to offer advertising space that is either paid or made available through annual donations of lineage/airtime.

12. Advertising and promotion is used for the duration of the program and is discontinued in a timely fashion upon completion of the program.

13. FBWR will not obtain a liquor license for any third party event and will not be held liable in any aspect of consumption should they applicant choose to serve liquor during an event.

14. The confidentiality and privacy of our members, volunteers, program participants and staff is to be respected. No photos of these people will be used without permission.

15. FBWR will not endorse any products or services. This program may not be for the purpose of obtaining business contacts to benefit the organizers business. This may be considered a conflict of interest.

16. If for any reason we feel our reputation may be compromised, FBWR has the right to cancel this agreement by giving the Third Party 24 hours’ notice. FBWR will not be responsible for financial or other damages that may result from such cancellation.

17. FBWR will provide resource materials as per agreement (promotional support material, food drive boxes etc.)

18. FBWR may provide transportation (food donation pick up ) or volunteer support when/where possible as per agreement. Volunteer roles must be directly related to support of FBWR and adequate support from the applicant must be provided. (see also 3rd Party Volunteer Support Guidelines)

19. All volunteers association with the program must prominently display an identification badge approved by FBWR.

20. Net proceeds from the program together with donor information must be emitted to FBWR within 60 days of the event.