



3rd Party Event Guidelines

There are several rules and guidelines for 3rd Party Events which **must be followed in order to comply with IRS regulations.**

A 3rd Party Event is an event, activity or promotion that:

- ⌘ Benefits the Affiliate
- ⌘ Is conducted or promoted by an individual or organization unrelated to the Affiliate
- ⌘ Is separate from the Affiliate, Affiliate activities and Affiliate resources

Examples: Product or Store Promotion, Sporting Event, Entertainment Event

The 3rd Party should be primarily responsible for ALL aspects of the Event including:

- ⌘ Organizing
- ⌘ Operations/logistics
- ⌘ Obtaining a Letter of Agreement from the Affiliate
- ⌘ Promotion/Publicity/Advertising
- ⌘ Legal liability and insurance
- ⌘ Financial liability

The Affiliate may passively promote the event by:

1. Including the event on the calendar of upcoming events that will benefit the Affiliate
2. Acknowledge the event, but cannot promote or solicit participation
3. Link the website to the home page of the 3rd Party's website:

Use of a hyperlink to a 3rd Party website is allowable
Komen website links should be passive, a mere acknowledgement

4. Providing resources for a breast health table at the event (and staffing the table)
5. Serving as a guest speaker, emcee the event
6. Providing a representative at the event for a check presentation

7. Providing volunteers to help at the event, subject to certain limitations listed below
8. Accepting and acknowledging individual donations made directly to the Affiliate (Donation checks written directly to the Affiliate which are separate from event fees)

The Affiliate cannot actively promote the event by:

1. Mailing invitations to Affiliate's constituents
2. Allowing 3rd Party to use Affiliate mailing lists
3. Soliciting sponsorships or donations for the event
4. Endorsing the event, organizers or product
5. Allowing the 3rd Party to use its tax ID number (EIN) to avoid sales tax on purchased items
6. Paying the event expenses
7. Reimbursing the 3rd Party for event expenses
8. Providing insurance for the event
9. Opening a bank account for the event or allow a 3rd Party to open a bank account in the Affiliate's name
10. Allowing event fees or sponsorships to be paid directly to Komen.
11. Allowing any other activity that implies payments are tax-deductible to the participant
12. Issuing acknowledgement letters to anyone other than the 3rd Party
 - a. Unless the donation is made directly to the Affiliate and is separate from the event participation fee
 - b. The Affiliate cannot acknowledge event fees or sponsorships, since these are paid directly to the 3rd Party
13. Providing volunteers to:
 - a. Serve on event organizing/planning committees
 - b. Serve in a leadership role at the event
 - c. Have decision making authority at the event or over event operator
 - d. Sell tickets, accept admission fees or otherwise handle event proceeds

Things to consider before you submit an application...

- ⌘ All agreements relating to fundraising activities conducted by a third party on behalf of an Affiliate shall be in writing (a letter of agreement or LOA) and clearly describe the rights, duties, and obligations of all parties involved.
- ⌘ As a responsible steward of public funds, the Komen NC Triangle Affiliate works to keep our expenses at or below 25% of our gross revenue as we advance our mission to eradicate breast cancer as a life-threatening disease. Likewise, we expect any individual or organization that organizes and conducts an event to benefit us to ensure that the expenses incurred in connection with the event do not exceed 25% of the gross revenue generated by the event. Exceptions may sometimes be made for the first-year events, on a case-by case basis.
- ⌘ A Letter of Agreement must be negotiated and signed by both you and the Komen NC Triangle Affiliate before you can begin planning or promoting the event.
- ⌘ You will be responsible for obtaining any necessary permits for the event, and for obtaining general liability insurance for your event. The following entities must be named as additional insured's on the liability insurance for the event:

Susan G. Komen for the Cure
5005 LBJ Freeway, Suite 250
Dallas, TX 75244

Susan G. Komen for the Cure, NC Triangle Affiliate
133 Fayetteville St. Suite 300
Raleigh, NC 27601

- ⌘ If you conduct an athletic or sporting event, you must require all participants to sign a waiver/release and must retain those waivers/releases for an agreed-upon period of time following the event.
- ⌘ All products or other item(s) that will be sold at or in connection with the event must be non-controversial in nature and approved in advance by the Komen NC Triangle Affiliate.
- ⌘ The Komen NC Triangle Affiliate works with various underwriters and sponsors in connection with the events that we conduct. In order to ensure that there is no conflict with our sponsors or underwriters, you must inform us of any potential event sponsors or underwriters for your event before you secure them.

- ⌘ All publicity material related to the event must be reviewed and approved by the Affiliate *before it is printed or distributed*. This includes, but is not limited to, invitations, press releases, newspaper or newsletter articles, merchandise, etc.

- ⌘ In accordance with the Better Business Bureau Wise Giving Alliance's guidelines for charitable promotions, all advertising and promotional materials for your event must clearly disclose to public the specific amount of money from the consumer's purchase that will be donated to Komen NC Triangle Affiliate (e.g., "\$10 of each ticket purchased," "10% of the sales price of this product," etc.)