



San Diego Gives Day 2023 Terms of Service & Liability

As used in these Terms of Service & Liability document, references to “you” and “your” mean both your organization and its authorized representative(s), as applicable.

Welcome to San Diego Gives, a county-wide nonprofit capacity building and donor education program, which culminates in a day of online giving. We seek to engage nonprofits of all sizes that are serving diverse populations through a range of missions. San Diego Gives is a project of Impact Cubed, a 501(c)3 public charity. We offer this program in accordance with the terms outlined in this document.

To participate in San Diego Gives, organizations must agree, in writing, to the information contained in this document.

Eligibility

You (participating organization) must meet and agree to the established eligibility guidelines:

1. Be an 501(c)(3) public charity, recognized by the IRS as a qualified recipient of tax-deductible gifts, OR must have a fiscal sponsor that meets these requirements.
2. Provide your individual IRS Letter of Determination, if requested.
3. Provide your most recent year’s 990, audited financials, or completed financials showing the organization’s annual income and expenses, if requested.
4. Serve San Diego County residents at locations in the County. Funds raised must remain in the County.
5. Help cover project costs by paying a registration fee. Fees are on a sliding scale, based on the nonprofit’s annual budget size. Scholarships are available.
6. Participating organizations will contribute up to five hours of time over the course of the campaign year to support the overall effort. Assistance is needed for community outreach, marketing and social media, securing campaign sponsorships, and mentoring other nonprofits (previous campaign experience required).
7. Discrimination is not permitted of employees, clients, donors, volunteers, and vendors based on race, color, sex, national origin, age, disability, religion, veteran status, sexual orientation, gender identity, genetic information, pregnancy, or any other ground prohibited by law ("protected status").
8. Commit to spending the time needed for a successful campaign. This is typically several hours to create or update your profile and a few hours each month for training, planning, and identifying campaign donor prospects.
9. San Diego Gives has the final discretion in approving participants. Nonprofits are assessed for:
 - a. Leadership
 - b. Track record of solid financial management, securing diverse funding sources, and delivering quality services.
 - c. Community demand for services.
 - d. Serving diverse groups, per the non-discrimination clause in #6 above.

- e. Percentage of overall programs and services provided in San Diego County.

Fiscal sponsors:

1. Must have prior experience of serving as a fiscal sponsor.
2. Impact Cubed does not arrange fiscal sponsor relationships for groups to receive funding through San Diego Gives.
3. Fiscal sponsor must approve the program's participation in San Diego Gives.

Organization Information

You understand and agree to the following:

1. To the best of your knowledge, all information provided on your registration form and online profile is accurate. All information, including your contact data, website, and social media pages must be kept current throughout the campaign.
2. Notify San Diego Gives, as soon as possible, should your organization cease, substantially reduce operations, change public charity status, become fiscally sponsored, or the Internal Revenue Service proposes to revoke your Section 501(c)(3) status.
3. San Diego Gives may remove your profile from the platform at its sole discretion at any time.
4. You are solely responsible for content on your profile page and any associated fundraising pages.
5. San Diego Gives may identify your organization and online donation results in promotional materials in its sole discretion.
6. San Diego Gives has the right to use project data for purposes that include, but are not limited to, analyzing trends, understanding results, and assessing patterns.
7. You are responsible for updating your banking information should changes occur. Failure to do so may result in delayed funds.
8. San Diego Gives will not share donor information but reserves the right to communicate with donors for the purpose of user surveys, newsletters, and general education about philanthropy.
9. San Diego Gives will email participants regularly with project updates, fundraising tips, and reminders for upcoming workshops or other learning opportunities.
10. You will review and comply with materials sent to you during the project including emails and electronic newsletters.
11. Your contact information will not be shared with anyone outside of San Diego Gives without your permission. The San Diego Business Journal will again sponsor San Diego Gives and post ads in its print and online publications. Circulation is 40,000+ each week. In exchange, we will again share participating nonprofit email addresses. These will be added to the Business Journal's annual giving guide distribution list. If you do not want your email address shared, please let us know by emailing info@sandiegogives.org.
12. You will maintain the accuracy of your information, participate in user surveys, provide information on matching gifts received in relation to San Diego Gives, and use the fundraising platform in the spirit in which it was created.
13. You may withdraw from the campaign by April 30 and receive a full registration fee refund. July 14 is the final campaign withdrawal date. As of this date you will receive a 50% registration fee refund.

Use of San Diego Gives Fundraising Platform

You understand and agree to the following:

1. San Diego Gives donations must not be used for the following purposes:
 - a. To support political activities

- b. To purchase raffle tickets
 - c. To pay for a membership, dinner, event tickets, auction items or any other activity that provides a benefit to the donor
 - d. To pay for personal expenses incurred by a director, officer, or employee of your organization or any of their relatives
2. The platform can only be used to accept charitable contributions. It may not be used to process retail sales or payments for “quid pro quo” items.
 3. You will have access to donor contact information once a donation has been processed unless the donor has requested to remain anonymous.
 4. You are solely responsible for cultivating campaign donors. San Diego Gives will not do so on your behalf. San Diego Gives will provide training and mentoring opportunities and materials.
 5. Donors choose the nonprofit(s) to receive their online gifts. San Diego Gives has no control of this process.
 6. Impact Cubed will operate San Diego Gives and all associated activities in full compliance with all applicable laws, rules, and regulations, and it will not violate or infringe the rights of others.
 7. Impact Cubed will not be liable for damages of any kind arising from the use of or inability to use the Mightycause fundraising platform.
 8. While Impact Cubed continually seeks ways to support participating organizations, it reserves the right to discontinue any services at any time.

Marketing/Promotion

You understand and agree to the following:

1. Publicize your relationship with San Diego Gives appropriately on your website and in newsletters, press releases, media, annual reports, social media, and email. You will use San Diego Gives logos in all project communications.
2. Promote San Diego Gives to your donors and prospects and take advantage of promotional and marketing materials available on sandiegogives.org. Any paid promotional methods utilized by you are solely at your organization’s discretion and expense.
3. Impact Cubed will promote San Diego Gives and participating nonprofits via media partners to the extent possible given the high number of registered groups.
4. We will provide you with social media marketing kits and training opportunities.
5. You will receive an organization profile/donation page with a personalized link. You are responsible for providing organizational information, logo, and images for your page, so it is complete by July 15, 2023. San Diego Gives is available to assist.
6. If your profile is not complete by July 15, it will be removed from the campaign, and you will forfeit your registration fee.

Donation Processing

You understand and agree with the following:

1. By providing your banking information, you authorize electronic payments for funds due. If Electronic Fund Transfer (EFT) information is not provided, Mighty Cause will send funds via paper check at a \$5 fee per check.
2. Online donations are made to the Mightycause Foundation, a 501(c)3 public charity. Mightycause will deposit funds into the bank account you indicate. Disbursements will include donation amounts minus credit card and technology fees, unless covered by the donor.
3. An electronic gift receipt will be sent to the donor at the time of donation, reflecting Mightycause as the recipient and funds designated to your nonprofit. Mightycause will also be

listed as the payee on a donor’s bank or credit card statement. The receipt will list the full donation/tax-deductible amount, including any donation fees covered.

4. You agree to educate/inform your donors on the above gift process.
5. After San Diego Gives Day, you will receive a grant distribution statement by the end of September. Your organization will have 10 days to dispute any information provided. After this point, no further adjustments will be considered. All donations, minus credit card and technology fees not covered by donors, will be disbursed by the end of September.

2023 Project Timeline

February 1	Early nonprofit registration opens with discounted fees.
February 28	Early registration closes.
April 30	Registration closes.
April 30	Deadline to withdraw from campaign and receive a full registration fee refund.
July 14	Final deadline to withdraw from campaign with a 50% registration fee refund.
July 15	Deadline to complete nonprofit online profile.
August 1	List of approved, participating nonprofits sent to the media. Deadline for potential PR coverage request for week of September 7.
August 17	Early giving opens.
September 6	Last day to edit a nonprofit profile.
September 7	San Diego Gives Day!
September 1 - 15	First distribution of September donations.
September 16 - 30	Second distribution of September donations.
October 1 – 15	Final distribution of campaign donations.

Liability Disclaimer

As the appointed representative, I release Impact Cubed and its board, employees, and consultants, jointly and severally, from claims for loss or damage sustained while participating in San Diego Gives. This release covers all facets of San Diego Gives, including administration, training, coaching, marketing, and communications.

It is further understood and agreed that management of San Diego Gives is not to be construed as an admission of liability and/or acceptance of responsibility by Impact Cubed and its board, employees, and consultants, jointly and severally, or for any damages and expenses for which Impact Cubed and its board, employees, and consultants become liable because of any alleged act of a San Diego Gives participant.

Print Name

Date

Signature

For questions, please email info@sandiegogives.org.