

CHALLENGED ATHLETES FOUNDATION (“CAF”) FUNDRAISING POLICIES AND GUIDELINES

Last Modified: March 16, 2020

CAF’s mission is to provide opportunities and support to people with physical disabilities so that they may pursue active and fulfilling lifestyles through physical fitness and competitive athletics. The importance of this mission, combined with CAF’s 501(c)(3) non-profit status, compels CAF to oversee and administer fundraising and related monetary policies with the greatest possible fiscal integrity, fairness and stewardship. Accordingly, the spirit, interpretation, and application of the following policies and guidelines (hereafter “Policy”) is intended to maximize the ability of CAF to impact the community of challenged athletes with the financial resources with which it is entrusted. This Policy applies to anyone participating in a CAF, or related third-party, Event (as defined below). Please review the Policy carefully. To the extent you have any questions about the Policy, please contact events@challengedathletes.org.

1. Definitions

- 1.1. “Fundraiser” – a person or team who is soliciting donations or sponsorships on behalf of CAF. Funds raised may be applied to a Fundraiser’s fundraising commitment for a particular Event, and/or be allocated to that Fundraiser for Recognition Credit. Most often a Fundraiser is participating in an Event and raising funds for entry and/or incentive prizes.
- 1.2. “Donor” – a person or company that makes a gift to CAF of cash or goods & services. Donors support CAF directly or make a gift in support of another’s fundraising. In some cases a Donor may also be a Fundraiser.
- 1.3. “Participant” – a person who is registered to take part in an Event.
- 1.4. “Sponsor”, “Partner”, or “Global Partner” – a person or company who makes a donation to CAF of cash or goods & services in exchange for a form of marketing or shared value.
- 1.5. “Event” – a project, race, gala, party, activation, or similar experience related thereto, initiated by CAF or a third-party and of which CAF is a beneficiary, sponsor or otherwise involved in.
- 1.6. “Program” – A CAF core program which, by example, includes but is not limited to: (i) Access for Athletes Grant Programs, (ii) Community Outreach, (iii) Camps and Clinics, (iv) Operation Rebound, (v) High School Adaptive Sports Program, and (vi) Adaptive Cycling.
- 1.7. “Event Credit” – monetary credit counted toward fulfillment of a Fundraiser’s, Participant’s or Donor’s fundraising or funding commitment and obligation.
- 1.8. “Recognition Credit” – the acknowledgment by CAF of a Fundraiser or Donor which attributes the origination of certain funds to the efforts of that Fundraiser or Donor.

CAF reserves the right to allocate Recognition Credit in its sole discretion.

2. Event Registration and Participation

- 2.1. Participants may only register for an Event for their own participation and on their own behalf. By registering for an Event, a Participant or Fundraiser agrees to be bound by this Policy, in addition to any separate Event rules and regulations, and is committed to fulfill the fundraising obligations set by CAF for that specific Event. Fundraising guidelines may vary for each Event and can be reviewed on that Event's CAF web page.
- 2.2. Certain Events require a non-refundable deposit fee upon registration. Deposit amounts may vary per Event.
- 2.3. By registering for an Event, a Participant commits to complete a fundraising minimum amount by the specified Event deadlines. Fundraising minimums, deadlines, and Participant benefits are listed on each Event's web page.
- 2.4. If a Participant does not meet their fundraising requirements, CAF reserves the right to withdraw such Participant from the Event, and to withdraw all associated entitlements.
- 2.5. CAF reserves the right to store Participants' payment information, including credit card data, and apply the requisite charges where a Participant has failed to meet their fundraising obligation in a timely manner.
- 2.6. If a Fundraiser modifies their participation in an Event due to injury or personal issues, the Participant is not entitled to any future participation in another Event as a substitute for the subject Event.
- 2.7. Participant understands that there may be certain inherent risks and dangers associated with participating in the Event, and that Participant knowingly and voluntarily accepts and assumes responsibility for any such risks or dangers. CAF is not responsible for any injury or death that may occur during training for, or participation in, any designated Event. Nor is CAF responsible for Participant's training and/or travel expenses for the Event. Participant agrees to indemnify and hold harmless CAF, and its directors, officers, employees, agents and representatives, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorneys' fees, arising from, or in any way related to, Participant's participation in the Event.

3. Event Cancellation

- 3.1. Circumstances may arise where an Event must be shortened, modified, rescheduled or cancelled by CAF and/or the third-party who initiated the Event. Reasons for such actions include, but are not limited to, acts of God, acts or omissions of any government, or agency thereof, safety and/or security concerns, rebellion, insurrection, riot, sabotage, invasion, viral or bacterial outbreaks, epidemics or pandemics, quarantine, restrictions, strike, lock out and transportation embargoes, or any similar cause beyond the reasonable control of CAF and/or the third-party who

initiated the Event. Because CAF takes their commitment to support their cause and beneficiaries seriously, **CAF cannot refund registration fees or funds provided to CAF by Participants, Donors or Sponsors due to any such Event cancellation or modification as described herein.** Nor may Participants or Donors reallocate funds for Event Credit or Recognition Credit to another CAF Fundraiser, or transfer excess funds to or from another Event.

- 3.2. CAF Cancelled Event. Where a CAF-initiated Event is cancelled, and to the extent CAF plans to hold the same Event the following year, CAF will make every effort to allow Participants priority rights to register for next year's Event, subject to additional registration fees and new fundraising minimums. **Registration fees and fundraising amounts for any Event that is cancelled are non-refundable.**

4. Event Credit and Recognition Credit

- 4.1. Recognition Credit, Event Credit, benefits, participation or incentive prizes may only be realized or utilized in the same year as the Event for which the original contribution was made.
- 4.2. Once Recognition Credit, Event Credit, benefits, participation or incentive prizes are realized or utilized by a Fundraiser, Donor or Sponsor in conjunction with a particular Event, the same funds cannot also be allocated to another Event or for the benefit of another Fundraiser, Donor or Sponsor.
- 4.3. A Donor may receive Recognition Credit as a result of their overall fundraising/donation total and a Fundraiser who was instrumental in acquiring, soliciting or securing that donation may also receive Recognition Credit. A Fundraiser may not, however, allocate or apply a contribution as Event Credit toward participation, benefits, recognition or incentive prizes for a different Event from the Event to which the original contribution was directed.
- 4.4. CAF may, in its sole discretion, elect to provide Recognition Credit for a particular contribution to more than one person. Event Credit may only be provided to one Participant for a particular contribution.
- 4.5. Neither Participants nor Donors may reallocate funds for Event Credit or Recognition Credit to another CAF Fundraiser from the one to where such funds were originally directed, nor may they transfer excess funds to or from another CAF Event.
- 4.6. Participants may, however, register for multiple Events and choose to use one fundraising page to solicit and collect all donations to be credit towards their fundraising credit.
- 4.7. Participants may continue to collect additional donations above and beyond their minimum fundraising obligation after the Event date. Personal fundraising web pages remain active through the end of the calendar year.
- 4.8. All corporate matching gifts (or a Participant's guarantee of those funds) necessary to satisfy an Event's fundraising minimum must be received by CAF no later than the

Event date.

- 4.9. A person may pursue grant writing on behalf of CAF. Such person must send in the complete written proposal to CAF's Executive Director for approval and signature. CAF reserves the right to deny submission if a proposal is not written according to CAF guidelines.
- 4.10. Fundraising dollars should be forwarded to CAF as they are received. Checks are to be made payable to the "Challenged Athletes Foundation".
- 4.11. Fundraising dollars allocated toward Sponsorships are not eligible for incentive prizes.
- 4.12. Recognition Credit may be given to a person by CAF for new sponsorships procured by a person and as further described below:
 - a. If a person is a procuring cause of a Sponsor supporting CAF, and it is not in that person's job description to secure sponsorship.
 - b. If a person is an owner or principal of a company and the company sponsors CAF as a result of such person's efforts.
 - c. If a person is a procuring cause of a new Sponsor or Donor to CAF and the Sponsor or Donor agrees to support CAF's Programs, initiatives or Events, the person may receive Recognition Credit but cannot apply that Recognition Credit toward Event Credit for a CAF Event.
 - d. Recognition Credit may be given for cash donations and fund-an-item donations brought in because of a person's relationship with a Donor.
 - e. Recognition Credit may be given for in-kind product donations for items that CAF would have elected to pay for otherwise.
- 4.13. A Fundraising Team may be given Recognition Credit as a team, however, no individual will receive Recognition Credit for the entirety of the team's fundraising.
- 4.14. Recognition Credit will not be given for the following:
 - a. Event ticket sales (i.e., gala seats) as there is a cost and benefit received for those who attend.
 - b. Auction items purchased (excluding "fund-an-item", or a similar purchase to fund something benefiting CAF).
- 4.15. Recognition Credit for top Fundraiser totals, Legacy Champions and CAF award winners are updated annually, and may be published in the CAF Annual Report

and/or displayed in the Deni + Jeff Jacobs Challenged Athletes Center..

5. Conducting Fundraising Events

- 5.1. Fundraisers must apply to CAF to conduct a fundraising event to raise funds for CAF (“Fundraiser Event”), including in furtherance of fulfilling their obligation or commitment to participate in a CAF Event. CAF may, in its discretion, agree to reimburse a Participant for certain direct out-of-pocket, third party expenses associated with a Fundraiser Event, provided such a request is presented prior to the Fundraiser Event, and a budget of such expenses is approved prior to such an event.
- 5.2. Expense Reimbursement. If reimbursement of expenses is requested by a Fundraiser, a budget must be approved by CAF prior to the Fundraiser Event. The following addition terms apply with respect to expense reimbursement:
 - a. Any approved expenses will be reimbursed only after the Fundraiser Event;
 - b. Expenses are subtracted from the Fundraiser Event totals;
 - c. Fundraisers must advance any necessary deposits for their event;
 - d. CAF will reimburse up to maximum of twenty percent (20%) of gross revenue of a Fundraiser Event;
 - e. All financials must be supported by receipts for actual out-of-pocket third party expenses;
 - f. A Fundraiser hosting an event must submit final accounting worksheet for an event with all reimbursable receipts with originally approved budget.

6. Direction of Funds

- 6.1. Because CAF adheres to an ethics policy of using donations in the most effective, legal and fair manner to reach as many athletes as possible in a meaningful and empowering way, supporters must allow CAF leadership to distribute funding without inappropriate restriction being placed on the distribution of the funds.
- 6.2. Donors and Fundraisers cannot designate that their support be used for a specific athlete or group of athletes nor direct or request that a specific piece of equipment be provided to a specific athlete. Donors and Fundraisers may make requests that individuals who meet grant eligibility and who submit funding requests that fall within the CAF mission be considered for a CAF grant.
- 6.3. Donors or Fundraisers may make a request that their funds be used to support a specific CAF Program.
- 6.4. Donors or Fundraisers cannot request that funds are directed to be applied toward expenses or for purposes other than CAF Programs or Events.

- 6.5. While CAF takes pride in connecting our Fundraisers and Donors with the athletes who benefit from their support, due to privacy issues CAF cannot match Donors directly with challenged athletes in a one-on-one relationship.
- 6.6. CAF will attempt to facilitate connections and opportunities for Donors and Fundraisers to interact with CAF supported athletes who are public representatives of the charity, to invite them to attend and experience CAF Programs and clinics or to Events where CAF athlete representatives are participating or competing so that they may witness how their support makes an impact.

7. Funds & Donations Non-Refundable

- 7.1. All funds and donations of goods and services made to CAF by any Fundraiser, Participant, Donor, Sponsor, Partner, or Global Partner are **non-refundable**.

8. CAF Intellectual Property

- 8.1. No one may utilize the name “Challenged Athletes Foundation” or “CAF” or any of its logos, marks or other intellectual property, without the express written permission of CAF.