

MOM Magazine Community Impact Award

Terms and conditions

1. Definitions

a. Applicants means individual entities that are eligible for the award **b. Award** means the MOM Magazine Community Impact Award **c. Brand Assets** means the trademarks, trade dress, and logos owned and utilized by Active Media, Inc. & MOM Magazine. **d. Company** means Active Media, Inc. **e. Facebook®** is a trademark of Facebook Inc, a California corporation and is used for reference purposes only. Neither Magazine nor Company claim any association with Facebook Inc. in any way and this Program is not sponsored, endorsed, or administered by, Facebook Inc. **f. Magazine** means MOM Magazine, a publication owned and operated by Active Media, Inc. **g. Program** means the MOM Magazine Community Impact Award program **h. Recipient** means the entity selected to receive the MOM Magazine Community Impact Award

2. Purpose of program. The purpose of the MOM Magazine Community Impact Award is to, in chosen local communities where the Magazine is published, recognize and support entities and their programs that directly and positively impact mothers and children.

3. Program duration. The Program lasts for one full calendar year issue, unless earlier terminated as provided in these Terms & Conditions.

4. Program locations. The Program is available at Magazine's Local Market Locations which are: **a.** Eugene/Springfield **b.** Salem/Keizer **c.** Mid-Valley (Linn & Benton Counties) and **d.** emerging markets as chosen by MOM Magazine

5. Continuation at discretion of Company. The continuation of the Program from year to year, and the availability of the Program in Program locations is fully within the sole and exclusive discretion of Company. Applicants and Recipients may not rely on the future availability of the Program in any way whatsoever.

6. Contract required. The Recipient will be required to execute a contract, largely incorporating these Terms and Conditions, as a pre-condition of receiving the Award.

7. Eligibility criteria. Applicants must meet the following criteria to be eligible for Award:

a. Must be a non-profit corporation properly registered to do business in the state of Oregon (for Program locations in the state of Oregon) or in the state of Washington (for Program locations in the state of Washington). **b.** Must have 501(c)(3) tax exemption status from the IRS. **c.** Mission statement of Applicant organization must have a clear nexus to work that positively benefits mothers and children in the specific Program location. **d.** Must not be presently debarred from grant application or receipt by any Federal, State, or local government agency. **e.** Have board of directors **f.** Meets at least quarterly **g.** Have audited financials at least annually **h.** Must maintain a conflict of interest policy that meets IRS 501(c)(3) criteria

8. Application process

a. Applications will be received for each year when announced by Company, with extensions granted by the judgment of Company. The Company may invite agencies to apply, as well as choose an established nonprofit in good standing that meets the Eligibility criteria established in section 7 of this document. The Company may award an agency of the Company's choosing without a formal application. **b.** Background and social media checks will be conducted on key members of nonprofit prior to award of contract. By submitting application, Applicants acknowledge and agree to this process.

9. Selection process. Company may utilize whatever selection process it deems fit to evaluate Applicants and select Recipients. The selection process and criteria (other than what is contained in these Terms and Conditions) is considered a trade secret of Company. Nothing shall be interpreted as entitling any Applicant or Recipient to receiving any such information about the selection process.

10. May not rely on award in advance of contract. Announcement of the Program does not constitute an offer that can be contractually accepted, or a binding promise that the Program will be ultimately offered. Applicants may not rely, in any way, on the existence of the Program, or their anticipated selection for the Program until they are so selected and the required contract is fully executed.

11. Use of brand assets. Any use of Company's or Magazine's brand assets by Recipients shall be only as expressly permitted by the Award contract. Applicants shall not use Company's or Magazine's brand assets in any way without prior written permission from Company.

12. Timeframes. Recipients shall be responsible for complying with submission deadlines in effect, which may be modified from time to time with or without notice, for advertising (potentially including providing logo and other brand material to Magazine for promotional announcements). Magazine will endeavor to provide Recipient with written guidance on submission deadlines. If Recipients fail to make submission deadlines, MOM Magazine make choose to revoke the award.

13. What Magazine will furnish to Recipients:

- a.** Space for one half-page ad in every issue for the year, equaling 6 issues (ad design is not included and is the responsibility of Recipient)
- b.** Potential promotional announcements online and on MOM Magazine's Facebook page (the frequency and contents of which shall be at Company's sole and exclusive discretion)
- d.** Potential editorial mention highlighting the organization and their work in the community
- e.** Permission to use "MOM Magazine Community Impact Recipient" in their marketing materials for the year.

14. Disclaimer of Warranties. Everything furnished by Magazine to Recipients are furnished,

and shall be accepted, AS-IS, without any warranty whatsoever (except as required by law). No results are guaranteed in any way from the Award and from the advertising and publicity Magazine agrees to furnish to Recipients and all Applicants agree not to expect any particular results from such advertising and publicity.

15. Recipient duties. Recipient shall, at Company's request, and in compliance with timeframes and deadlines indicated, provide Company with the requisite information, brand assets, and releases, necessary for Company to provide the promotional consideration listed in in Section 13 of this Agreement. Recipient shall also take reasonable steps to protect Company's Brand Assets and other intangible business assets from misuse or misappropriation.

16. Limitation of liability. Applicants and Recipients have carefully considered, and agree to assume, any risk associated in any way with the application process or the Program itself (if any). As such, Applicants and Recipients hereby, perpetually, and on behalf of themselves, their heirs, and their assigns, waive any and all claims for damages or for equitable relief, under any legal theory whatsoever, against Company, its owners, officers, shareholder, employees, and agents. In any case, Applicants and Recipients further agree that any liability by Company in favor of Applicants or Recipients, shall not exceed the sum of one dollar (\$1.00).

17. Indemnification. Applicants and Recipients agree to, and shall, defend, indemnify and hold Company, its owners, officers, shareholders, employees and agents fully and completely harmless from and against any claim, lawsuit, regulatory proceedings, or other action for damages brought by any third party against Company in any way stemming from, related to or associated with the Program or application for Program. Such indemnification obligation includes any and all possible causes of action (including intellectual property infringement), any and all possible damages (including consequential and punitive damages), fees, costs, fines and expenses, and reasonable attorney's fees. Company will notify Applicants and Recipients of possible claims as soon as reasonably possible and shall retain control over choice of counsel and settlement of any claims.

18. Insurance. Recipients shall maintain commercial general liability insurance in the amount of no less than \$1 million per incident, \$2 million general aggregate. Such insurance shall name Company, its owners, shareholders, officers, and employees, as additional insureds, and shall provide that it may not be canceled or reduced without 30 days notice to same. Company may be asked to provide proof of insurance coverage in the form of a standard ACORD insurance certificate. If a Recipient is asked to provide proof of insurance and unable to do so, then Recipient will forfeit, and Company reserves the right to select another Recipient. On a case-by-case basis, in the sole and absolute discretion of Magazine, insurance requirements may be modified or reduced.

19. Arbitration clause. In the event of a dispute related to this Agreement or the Services, the parties specifically and expressly waive their inherent right to file a lawsuit to resolve it. Additionally, and expressly, Applicants and Recipients specifically waive their right to form a

class for purposes of a class action lawsuit. Instead, the parties agree to resolve any dispute by way of Binding Arbitration in the following manner: **a)** Arbitration shall be conducted in Linn County, OR using an arbitrator agreeable by both parties. In the event the parties are unable to agree to an arbitrator, then each party shall select an arbitrator and the selected arbitrators shall select a third arbitrator and the third arbitrator shall preside over the arbitration. **b)** Arbitration shall be conducted according to the Consumer Arbitration Rules of the American Arbitration Association available online at adr.org/consumer. **c)** The most prevailing party shall be entitled to its costs and reasonable attorney's fees. Nothing in this section shall prevent either party from seeking injunctive relief to prevent an on-going threat or harm to its business interests that is not readily thereafter curable with monetary compensation, or to enforce the provisions of this Agreement including this Dispute Resolution section.

20. Termination without cause. Company may terminate the Program either completely, or with regard to any specific Recipient, with thirty (30) days notice, for any cause or without cause. No Recipient shall have any recourse against Company if Company terminates the Program without cause.

21. Termination for cause. Company may terminate the Program as to a specific Recipient immediately with 48 hours notice for any of the following reasons. No Recipient shall have any recourse against Company if Company terminates the Program for cause.

a. Termination or suspension of 501(c)(3) status **b.** Criminal or immoral conduct by key person associated with Recipient **c.** Negative press (the nature, extent, and threshold of which to be determined by Company in its sole and exclusive discretion) **d.** Misuse of Company Brand Assets by Recipient or Recipient's employees/agents **e.** Lack of cooperation in any significant manner that renders it difficult or expensive for Company to provide the promotional consideration listed in Section 13 of this Agreement.

22. Venue & Choice of Law. Venue for disputes related to this Program or these Terms & Conditions and requiring a court of law, shall be proper only in the courts in and for Linn County, Oregon. All Applicants waive any right to challenge venue under any and all circumstances. These terms and conditions, as well as the Program contract, shall be interpreted under the laws of the State of Oregon for contracts between residents of the State of Oregon, regardless of the domicile of Applicants.

23. Nondiscrimination policy. Company does not discriminate in its operations or in the management of Program, on the basis of race, sex (including pregnancy), sexual orientation, national origin, religion, marital status, physical or mental disability, or age (18 years or older). All Applicants agree to this same nondiscrimination, certify that they do not, in the operation of their organization, so discriminate, and if selected for Program, shall further certify that they will not so discriminate during the Program period.

24. Force Majeure. If, by reason of any catastrophic weather, resource disruption, threat to safety, natural disaster, or calamity, war, acts of terrorism, riot, civil uprising, or by reason of substantial damage to Magazine's resources including, but not limited to, by way of theft, fire, Act of God or loss of personnel resources due to death, injury, disability or involuntary

separation, Magazine is reasonably unable to provide promotional consideration within required timeframes, Magazine shall not to be regarded as being in breach of this Agreement, but may (but is under obligation to), in light of the circumstances and available resources, attempt to provide comparable promotional consideration, or promotional consideration on a different time frame as it sees fit.

25. Not Related to Facebook®. This Program may be promoted using Magazine's Facebook Page or a contest promoted through Facebook. Notwithstanding these promotional methods, this Program is not related in any way, nor is it endorsed, sponsored, or supported in any way, by Facebook. Applicants and Recipients agree to release Facebook, its shareholders, Board of Directors, officers and employees from any liability whatsoever incurred in the process of participating in the Program either through the application process or as a Recipient.