SPONSORSHIP TERMS AND CONDITIONS

MaKami College Education Foundation
Guiding Lights Gala 2027

Guiding Lights Gala 2027

1. INTRODUCTION

(a) These Sponsorship Terms and Conditions (these "**Terms**") govern all sponsorships of the Guiding Lights Gala and associated fundraising activities purchased through the website of the Makami College Education Foundation (the "**Foundation**").

(b) In these Terms, "**Sponsor**" means the individual or organization identified in the sponsorship recognition field of the online sponsorship order form or order confirmation.

(c) The Guiding Lights Gala (the "**Gala**") is a fundraising event hosted by the Foundation on Saturday, May 15, 2027, at the Fairmont Hotel Macdonald in Edmonton, Alberta. All net proceeds from the Gala support the Foundation's charitable purposes.

2. ACCEPTANCE OF TERMS

By selecting "I Agree", submitting an online sponsorship order, or completing payment for a sponsorship through the Makami College Education Foundation website, the individual or organization acknowledges that they have read, understood, and agree to be bound by these Sponsorship Terms and Conditions.

3. FOUNDATION INFORMATION

(a) The Foundation is a non-profit society incorporated under the *Societies Act* (Alberta) and a Canadian registered charity under the *Income Tax Act* (Canada), designated as a private foundation.

(b) The charitable purposes of the Foundation include providing financial assistance to post-secondary students, as well as providing training and other support to such students to ensure they have the tools and skills necessary to succeed in their post-secondary education. The Foundation raises money in support of these purposes.

(c) As a registered charity, the Foundation must at all times comply with the *Income Tax Act* (Canada) and other laws applicable to the Foundation.

4. SPONSORSHIP PROGRAMS

(a) Sponsorship payments are made in exchange for recognition, marketing, hospitality, event attendance, or other benefits. Sponsorship payments are not charitable donations and are generally not eligible for official charitable donation receipts.

(b) The Sponsor will receive the acknowledgement, recognition, tickets, tables, and other benefits associated with the sponsorship level selected in the online

sponsorship order form, as summarized in the 2027 Gala sponsorship package. The Sponsor is not entitled to any other benefits or role in the Gala except as explicitly set out in these Terms.

(c) Sponsorship is non-exclusive. The Foundation may engage other parties to sponsor the Gala.

5. PAYMENT TERMS

(a) The Sponsor shall pay the Foundation the amount specified in the online sponsorship order form (the "**Sponsorship Funds**"), which the Foundation shall apply in support of the Gala.

(b) The Sponsor may pay the Sponsorship Funds by credit card through the online sponsorship order form or, alternatively, by electronic funds transfer (EFT), cheque, or e-transfer. Where the Sponsor elects to pay by EFT, cheque, or e-transfer, payment shall be made in full within thirty (30) days of the Sponsor's acceptance of these Terms.

6. TAX RECEIPTS

The Foundation reserves the right to determine, in its sole discretion, whether a contribution qualifies as a charitable donation, sponsorship, gift-in-kind contribution, or other form of support. Any charitable tax receipt issued shall reflect the eligible amount as determined under applicable Canada Revenue Agency ("**CRA**") rules.

7. SPONSORSHIP RECOGNITION

Recognition benefits are subject to production deadlines, space limitations, technical requirements, and event logistics. The Foundation is not responsible for errors resulting from inaccurate information supplied by sponsors.

8. USE OF NAMES AND LOGOS

(a) The Sponsor grants the Foundation a non-exclusive, royalty-free licence to use the Sponsor's name, logo, trademarks, and promotional materials solely for recognition and promotional purposes related to the Foundation, the Gala, and associated fundraising activities. This licence ends one (1) year after the date of the Gala.

(b) The Sponsor represents that it owns or has authority to grant such rights.

(c) The Sponsor shall not use the Foundation's name, logo, or trademarks without the Foundation's prior written approval.

(d) When the licence ends, the Foundation is not required to remove, recall, or destroy materials printed, published, or posted before that date, including event programs, annual reports, and archived website or social media content.

9. EVENT CHANGES AND CANCELLATION

(a) The Foundation retains the sole discretion to alter any aspect of the Gala, including its name, date, location, or format, provided that the Gala remains similar in nature to the event described in these Terms.

(b) If the Gala is postponed, rescheduled, converted to a virtual or alternative format, or cancelled due to circumstances beyond the Foundation's reasonable control, Sponsorship Funds may be applied to a rescheduled event, similar fundraising initiative, or the Foundation's charitable purposes.

10. REFUND POLICY

(a) Sponsorship payments are generally non-refundable once received, except where required by law or where approved by the Foundation in its sole discretion.

(b) If the Foundation declines a sponsorship under the Ethical Screening and Acceptance Rights section of these Terms, the Foundation will refund the Sponsorship Funds in full.

(c) If the Foundation terminates a sponsorship after accepting it under the Ethical Screening and Acceptance Rights section of these Terms, the Foundation will refund the portion of the Sponsorship Funds attributable to recognition and other benefits not yet provided, as reasonably determined by the Foundation. No refund is owed where the termination results from the Sponsor's breach of these Terms, misconduct, or violation of law.

11. PRIVACY AND COMMUNICATIONS

(a) Personal information collected through sponsorship transactions will be managed in accordance with applicable privacy legislation, including Alberta's *Personal Information Protection Act* (PIPA), and the Foundation's published Privacy Policy.

(b) By providing contact information, the Sponsor consents to receiving communications related to the sponsorship transaction and the Sponsor's recognition at the Gala.

12. ETHICAL SCREENING AND ACCEPTANCE RIGHTS

The Foundation reserves the right, at its sole discretion, to decline, reject, remove, or terminate any sponsorship, recognition, advertisement, promotional material, or affiliation that may:

(i) conflict with the Foundation's mission or charitable purposes;

(ii) pose reputational risk to the Foundation;

(iii) jeopardize compliance with charitable, tax, regulatory, or legal requirements; or

(iv) otherwise be determined by the Foundation to be inappropriate.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Foundation shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from sponsorships, event participation, or use of the Foundation's website.

14. INDEMNIFICATION

The Sponsor agrees to indemnify and hold harmless the Foundation and its affiliated directors, officers, employees, volunteers, agents, partners, members, parent companies, subsidiaries and companies from claims arising directly from the Sponsor's negligence, misconduct, violation of law, or unauthorized use of intellectual property.

15. GOVERNING LAW

These Terms are made under, and shall be governed by and construed according to, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

16. GENERAL

(a) These Terms, together with the online sponsorship order form and the 2027 Gala sponsorship package, constitute the entire agreement between the Sponsor and the Foundation regarding the sponsorship, and supersede all prior agreements, understandings, and discussions. Any customized sponsorship arrangement agreed to in writing by the Foundation will prevail over these Terms to the extent of any inconsistency.

(b) The Foundation may update these Terms from time to time by posting a revised version on its website. The version of these Terms accepted by the Sponsor at the time of its sponsorship order applies to that sponsorship.

(c) If any provision of these Terms is found to be invalid or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

17. CONTACT INFORMATION

(a) Questions about these Terms, and any notices to the Foundation, may be sent to:

Makami College Education Foundation
1600-3800 Memorial Drive NE, Calgary, Alberta T2A 2K2
Attention: Gladys Loo
Email: info@makamifoundation.com

(b) Notices to the Sponsor will be sent to the name and email address provided in the online sponsorship order form.

18. ELECTRONIC ACCEPTANCE

(a) Electronic acceptance of these Terms constitutes a legally binding agreement equivalent to a handwritten signature.

(b) If the Sponsor is acting on behalf of a corporation, partnership, association, or other organization, the individual accepting these Terms represents and warrants that they have authority to bind that entity.