

Jockey Being Family Foundation

Backpack Program Terms & Conditions

- **Participation / Eligibility.** To participate as a Partner Agency to distribute backpacks, an organization must meet the following criteria:
 - Handle more than five (5) U.S. domestic state or private adoptions per year.
 - All participating non-governmental agencies must be a 501(c)(3) tax exempt organization in the United States in good standing with the Internal Revenue Service.
 - Agree to provide all families that adopt through your agency with a Backpack for the child and a Parent Resource Tote.
- **Verification.** The Jockey Being Family Foundation (hereinafter “The Foundation”) reserves the right to select or reject agencies for participation, in its sole discretion. The Foundation also reserves the right to verify all facts regarding any applicant organization or Partner Agency at any time, including but not limited to eligibility and proper distribution of backpacks and totes. By applying or participating in the program, each organization agrees to cooperate with any inquiries and supply such additional information as The Foundation may request at any time. Failure to cooperate when requested may result in exclusion from the program.
- **Orders.** Eligible organizations accepted as Partner Agencies may place orders for Backpacks. The following terms apply for any orders:
 - You may order backpacks only for finalized adoptions – no pre-orders.
 - Each backpack will be customized including the child’s initials and known preferences (*i.e.*, color) prior to shipment.
 - Limit one backpack per child, and one parent tote per family.
 - All orders must include all required information on the order website. The Foundation reserves the right to modify the required information at any time.
 - There is no minimum quantity required per order. Backpacks may be ordered in any quantity at any time – as individual needs arise or grouped based on distribution methods – *i.e.*, once a week, once a month..etc.

However, The Foundation reserves the right to limit quantities to any Partner Agency.

- **Delivery to Partner Agency.**
 - Please allow at least 2-3 weeks for delivery from date of order. Delivery times may vary based on current inventory, number of orders and the time of year.
 - All orders are on a first-come-first-served basis, subject to availability, and subject to acceptance or rejection by The Foundation. Quantities are limited. No guarantee is made that all orders can be fulfilled. If an order cannot be filled, we will advise you of that fact.
 - Backpacks will be shipped to the Agency's shipping address provided during enrollment – no alternate shipping requests. No shipments will be made directly to any families.
 - No responsibility is assumed for any loss or damage to Backpacks during shipping. Replacements will be available only upon proof of the lost/damaged shipment and subject to availability.
 - Contents of each backpack is in the Foundation's discretion but is anticipated to include at least the following items—teddy bear, blanket and reading materials. The parent tote will include various post adoption guidebooks, flash cards and reading materials. The Foundation may change the contents of the backpack and/or tote at any time.
 - Backpacks are delivered "AS IS" without any warranty of any kind.
- **Distribution by Agency to Families.** Each Partner Agency is solely responsible for proper delivery to eligible children adopted through that agency and their families. Without limitation, this includes at least the following:
 - You may not add any materials to any backpacks beyond what is delivered to you from The Foundation.
 - Agencies may include their own literature and/or gifts for the family but must keep them separately from The Foundation's backpacks and parent totes.
 - Upon request, the Agency will supply The Foundation with written confirmation of delivery to the intended recipient children and/or families

along with such other information The Foundation may reasonable require to confirm proper compliance with the terms of the program.

- Each Partner Agency is solely responsible for all costs and logistics of delivering backpacks and totes to children/families.

- **General Terms**

- By participating in the program, Partner Agency hereby indemnifies and agrees to hold The Foundation, Jockey International, Inc., and their respective officers, directors and employees harmless from and against any and all claims, damages, loss, cost, or expense, including reasonable attorneys' fees, arising out of participation in the program, including without limitation the ordering, shipping, acceptance, distribution or use of any backpacks, tote bags, or the contents of same.
- The Foundation reserves the right to accept or reject orders, limit quantities, or terminate the program at any time. The Foundation further reserves the right to terminate any Agency's participation at any time.
- Except as otherwise provided above, participation is also governed by the Legal Disclosure and Privacy Policy posted at backpacks.jockeybeingfamily.com.