

Terms and Conditions for For the Love of Opera Fundraising Tournament

Please read these Terms and Conditions ("Terms") carefully before agreeing to participate in the 2024 For the Love of Opera Online Fundraising Tournament ("Tournament"), organized by the El Paso Opera ("EPO", "our"). Your access to and use of the fundraising tournament, and its component websites and platforms, is conditioned on your acceptance of and compliance with these Terms. By utilizing the Tournament, or its component websites and platforms, you agree to be bound by these Terms. You may not utilize the Tournament if you disagree with any part of the terms.

Purpose

The purpose of the Tournament is to permit up to 13 qualified 501(c)(3) nonprofit organizations ("Participants") to participate in the 2024 version of For the Love of Opera. The Tournament is a bracket-driven fundraising challenge with a love, with the Participant raising the most money in a round ("Round") advancing to the next round until one Participant wins the entire Tournament as a result of the completion of the final round. The Tournament is organized by EPO, which will additionally participate as one of the Participants with no special considerations.

Qualification of Nonprofits and Tournament Rules

Any U.S.-based 501(c)(3) nonprofit organization relating to the field of opera is eligible for consideration and must provide documentation of its 501(c)(3) non-profit status before its participation is approved. In the event more than 13 Participants express interest in the 2024 Tournament, the 13 Participants will be chosen at the sole discretion of EPO. If fewer than 13 Participants participate, the Tournament will begin on the same date and play through as many rounds as needed.

Participating Participants will be seeded, bracket-style, based on past participation, donations earned, and capacity. All Participants must actively participate in each round. The Participant that advances to the next round of the Tournament will be the one that raises more money than the other Participant participating in their specific bracket, via the approved fundraising platform page, in the time allotted as described herein:

Feb 9 - 23 Rounds TBD

For winning the Round, only donations received during the time allotted for your organization's specific rounds will be counted towards your score. The fundraising landing pages will remain open until [date], to present the opportunity for Participants to receive additional donations, but those donations will not be counted for Tournament purposes. In the event of a tie, the winner will be the first team who received their final (tying) donation, as verified by the time stamp.

By participating in this Tournament, you agree to be bound by the terms of these Rules and by EPO's decisions, which are final and binding on all matters pertaining to this Tournament.

Website

For the purposes of the Tournament, EPO owns the website located at **TBD**, including all copyrights and trademarks, and further retains all rights to its continued use and development. Nonprofit Exchange owns the event platform used on this website.

Donation Processing, Donor Receipts, Costs to Participate

Stripe online donation app. Donations will be paid directly through Stripe to the individual organization.

The Participant will receive 85% of the net donation, with EPO and Donor Charm retaining 15% as an administrative and creative fee associated with the execution of the Tournament and also to cover any processing fees not covered by donors.

Donor Charm format will provide donors with email receipts at the time of their donation. The electronic tax receipt language will include identifying information so the donor has a past receipt.