



2014 Sponsorship Prospectus



[Become a Sponsor](#)

Take advantage of this unique opportunity to align your business with the Goodwill® brand and secure top billing for your company's offerings during Goodwill Industries® conferences.

Goodwill Industries International (GII) holds five conferences annually, bringing together hundreds of Goodwill® professionals from across the United States and Canada who are seeking to improve their operations, lobby for government support and advance the Goodwill mission of helping people train for and find good jobs, strengthen their families and build vibrant communities. Event sponsors can secure exclusive access to Goodwill decision makers, increase exposure to this audience and ultimately increase revenue.

Goodwill offers the following sponsorship options:

- 1) **Annual Sponsorship**—Designed for organizations interested in yearlong exposure to Goodwill attendees, packages include attendance at four or five Goodwill conferences, in addition to several other benefits. The annual sponsorship program exists at four levels:
 - Platinum Sponsorship:** \$50,000
 - Gold Sponsorship:** \$30,000
 - Silver Sponsorship:** \$20,000
 - Bronze Sponsorship:** \$10,000
- 2) **Event Sponsorship**—Designed for organizations interested in specific event exposure, packages include attendance at up to three specific events, in addition to several other event-specific benefits. Event sponsorship exists at three levels:
 - Deluxe:** \$8,000
 - Premier:** \$6,000
 - Core/Event:** \$4,000
- 3) **Campaign Sponsorship**—Sponsors can gain visibility by participating in GII campaigns (business area strategic initiatives) that offer targeted visibility, depending on the initiatives. Campaigns vary from year to year and are often available on short notice.
- 4) **In-kind Support at Events**—Designed for organizations seeking to provide services during a GII event in return for exposure.
- 5) **Event A La Carte**—Choose from an assortment of promotional and advertising opportunities through the event a la carte sponsorship menu.

Contact:

Goodwill Industries International
Events and Sponsorships
Naomi Iheme
15810 Indianola Drive
Rockville, MD 20855
Direct: (240) 333-5345
Fax: (301) 258-0578
naomi.iheme@goodwill.org



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Goodwill Industries International (GII) provides sponsorship, partnership, vendor and tradeshow opportunities to organizations that have goods and services that may benefit Goodwill member agencies. Each Goodwill agency operates independently and makes its own purchasing decisions. An organization's affiliation as a sponsor, partner, vendor or tradeshow exhibitor with GII does not imply that GII favors one company over another.

Goodwill® and Goodwill Industries® are registered trademarks of Goodwill Industries International, Inc. Other product and company names mentioned herein may be the trademarks of their respective owners.

Goodwill Industries International • 15810 Indianola Drive • Rockville, MD 20855 • USA



Benefits of Becoming a Sponsor of Goodwill Events

Build relationships and market your organization.

- Personally introduce your organization to Goodwill staff.
- Build upon standing relationships and grow into new ones.
- Increase exposure to local Goodwill agencies and drive your profits.

Align your message with the Goodwill brand and its mission of changing lives. Goodwill is:

- The second largest nonprofit organization in the United States.
- Number 19 of America's top 25 inspiring companies (Forbes).
- One of the nation's top five most valuable and recognized nonprofit brands (Cone LLC).

Past Sponsors





Profile of 2014 Events

	Conference of Executives (COE)	Spring Conference and Advocacy Event (Spring)	Delegate Assembly (DA)	Summer Conference and Marketplace Tradeshow (Summer)	Goodwill Industries Loss Prevention and Safety Conference (GILPS)
Attendees	200	450	400	500	150
Attendee Profile	<ul style="list-style-type: none"> C-Suite (CEO, CFO, CIO, COO) Participants in the Executive Development Program 	<ul style="list-style-type: none"> Workforce development Government affairs and public policy Grant personnel Human resources 	<ul style="list-style-type: none"> C-Suite (CEO, CFO, CIO, COO) Board members Senior management 	<ul style="list-style-type: none"> Business development Contracts Finance IT Marketing Retail 	<ul style="list-style-type: none"> Loss prevention Safety Insurance Legal
Highlights	<ul style="list-style-type: none"> Network with key influencers and decision makers from throughout the Goodwill enterprise. 	<ul style="list-style-type: none"> Interact with staff involved in implementing Goodwill's mission. 	<ul style="list-style-type: none"> Interact with key influencers within Goodwill as well as their external board members. 	<ul style="list-style-type: none"> Network with decision makers about process improvement, revenue generation and cost savings. 	<ul style="list-style-type: none"> Interact with staff managing loss prevention, safety and security within the Goodwill enterprise.
Dates	February 23 – 25	May 14 – 19	June 26 – July 1	August 2 – 6	November 9 – 12
Location	New Orleans, LA	Washington, DC	Austin, TX	Orlando, FL	Denver, CO

Sponsorship Types and Costs

Annual Sponsorships

Platinum	Gold	Silver	Bronze
5 Events	5 Events	4 Events	4 Events
\$50,000	\$30,000	\$20,000	\$10,000

Event Sponsorships

Deluxe	Premier	Core/Event
3 Events	2 Events	1 Event
\$8,000	\$6,000	\$4,000

Other Sponsorship Opportunities

Campaign Sponsorship	Event A La Carte Advertising	Event In-kind Support
Campaign-specific sponsorship	Event-specific advertising	Event-specific support
Starts at \$2,500	Starts at \$500	n/a



Annual Sponsorship Opportunities

Annual sponsorships provide the highest level of exposure for organizations seeking to work with Goodwill and its 165 community-based members. Annual sponsors receive different opportunities depending on sponsorship level.

Confirmations of annual sponsorships are subject to a GII internal committee vetting process, and sponsorship terms are guided by a sponsorship contract. Annual sponsorship benefits include:

- Presence at four or five GII conferences.
- Speaking opportunities at events (limited to Gold and Platinum sponsorship levels).
- Choice of a premium or double booth location at the Summer Conference Marketplace tradeshow.
- Sponsorship of prestigious Goodwill awards, with photo and public relations opportunities

Annual sponsorships include standard benefits, event advertising and event-specific benefits. To indicate interest in an annual sponsorship, contact Naomi Ihome at naomi.ihome@goodwill.org.

Event Sponsorship Opportunities

	Deluxe	Premier	Core
Standard Benefits	<ul style="list-style-type: none"> • Designation as Deluxe sponsor • Presence of up to four reps at three GII conferences • Nine-month listing on the Member Marketplace • One GII-facilitated webinar 	<ul style="list-style-type: none"> • Designation as Premier sponsor • Presence of up to four reps at two GII conferences • Six-month listing on the Member Marketplace 	<ul style="list-style-type: none"> • Designation as Core sponsor • Presence of up to four reps at one GII conference • Three-month listing on the Member Marketplace
Event Advertising	<ul style="list-style-type: none"> • One digital plasma slide • One logo ad on “Know Before You Go” emails • Listing as sponsor on signage 	<ul style="list-style-type: none"> • One digital plasma slide • One logo ad on “Know Before You Go” emails • Listing as sponsor on signage 	<ul style="list-style-type: none"> • One digital plasma slide • One logo ad on “Know Before You Go” emails • Listing as sponsor on signage
COE	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation
Spring	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation
DA	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation 	<ul style="list-style-type: none"> • Sponsor row participation
Summer and Tradeshow	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Premium booth location at tradeshow • Half-page tradeshow booklet ad 	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Premium booth location at tradeshow • Half-page tradeshow booklet ad 	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Premium booth location at tradeshow • Half-page tradeshow booklet ad
GILPS	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Attendance at GILPS Awards 	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Attendance at GILPS Awards 	<ul style="list-style-type: none"> • Sponsor meet-and-greet center participation • Attendance at GILPS Awards



Event A La Carte Sponsorship/Marketing Opportunities

Event a la carte sponsorships/marketing are conference-specific advertising opportunities that organizations can purchase to increase exposure and awareness among the event attendees. Opportunities are conference specific, and a limited number of opportunities are available per conference.

The following are a sample of custom marketing/advertising opportunities available at all Goodwill events. [Click here](#) for the full list with descriptions and artwork specifications is available for purchase.

	COE	Spring	DA*	Summer	GILPS	Price
Print Opportunities						
Booklet Color Ad - Half Page				<input type="checkbox"/>	<input type="checkbox"/>	\$750
Booklet Color Ad - Full Page				<input type="checkbox"/>	<input type="checkbox"/>	\$1,000
Print Cling Ads in Conference Facility (Floor/ Wall)				<input type="checkbox"/>	<input type="checkbox"/>	\$2,000
Online and Digital Opportunities						
Webinar - Pre-Event Series Logo Placement (Recorded)		<input type="checkbox"/>		<input type="checkbox"/>		\$500
Webinar - Pre-Event Series (Exhibitor Led)				<input type="checkbox"/>	<input type="checkbox"/>	\$1,000
Webinar - Event Simultaneous Series Logo (Live)		<input type="checkbox"/>		<input type="checkbox"/>		\$2,500
Email - "Know Before You Go" Email Logo Placement	<input type="checkbox"/>	\$1,000				
Marketplace Listing (Special) – 6 month Subscription				<input type="checkbox"/>	<input type="checkbox"/>	\$500
Mobile App - Event App Sponsorship	<input type="checkbox"/>	\$2,500				
Commercials – 1-Minute Commercial (General Session)	<input type="checkbox"/>	\$2,500				
Plasma Screens – Looping Ads	<input type="checkbox"/>	\$1,000				
Event Community - Virtual Lead Retrieval		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	\$500
Promotional Opportunities						
Hotel Bag Drop (Items Must Be Approved by GII)	<input type="checkbox"/>	\$2,500				
Face-to-Face Opportunities (Packages)						
Reception Sponsorship (Donated Goods & Retail Group)				<input type="checkbox"/>		\$5,000
Dinner Sponsorship (Finance Group)				<input type="checkbox"/>		\$2,000
Conference Welcome Receptions Sponsorship				<input type="checkbox"/>	<input type="checkbox"/>	\$2,500
Vendor-hosted Hospitality Reception (Conference Facility)				<input type="checkbox"/>	<input type="checkbox"/>	\$2,500
Reception Cruise & Fireworks Sponsorship				<input type="checkbox"/>		\$2,500
'Get Your Professional Photo' Sponsorship		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	\$3,000
'Buzz' Room Sponsorship		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	\$2,000
Tradeshow Casino Night – Table Sponsorship				<input type="checkbox"/>	<input type="checkbox"/>	\$1,500
Tradeshow Casino Night – Gift Sponsorship				<input type="checkbox"/>	<input type="checkbox"/>	\$750

Offerings subject to change



Campaign Sponsorship Opportunities



Goodwill Industries Week Career Fairs Sponsorship

Support Goodwill and meet your business objectives by tapping into a rich candidate pool at Goodwill's virtual career fair on May 5-7, 2014. The virtual career fair allows employers to refine their recruiting strategies, expand their candidate pools, and reach candidates who may not be able to attend an in-person fair. More than 10,000 job seekers from across the United States and Canada have attended Goodwill's virtual career fairs since May 2012.

Previous Virtual Career Fair Employers and Sponsors



Employer Packages and Benefits

Employer Sponsor – Gold (Cost: \$2,500)

This option offers premium employer benefits as well as high visibility features:

- Access to all résumé submissions and booth applicants
- Access to three virtual rooms, up to eight booth design options and unlimited job postings
- Interactive elements such as file downloads, photo gallery, webinars, career advice and up to one video, as well as basic elements such as Skype, chat, social networks, company profile and surveys
- Reporting on booth submissions, visitors and job applicants
- Your company logo on the virtual fair home page and show floor
- Direct link to your booth on the virtual fair home page and show floor
- Key mention in Goodwill internal communications and external press releases.
- Custom sponsor highlights published via social media and PR outlets

Employer Basic – Bronze (Cost: \$1,000)

This option offers basic employer benefits:

- Access to all résumé submissions and booth applicants
- Access to one virtual room, up to two booth design options and unlimited job postings
- Interactive elements such as Skype, chat, social networks, company profile and surveys
- Reporting on booth submissions, visitors and job applicants.

Non - Employer Package (Cost: \$750)

This option offers benefits to non-hiring organizations:

- Virtual Career Show Floor/Exterior view banners
- Virtual Career Fair info Center - job placement support print or multi-media
- Goodwill Intranet Member Marketplace Listing with access to print or multi-media (3-Month Subscription)

Click [here](#) to learn more.



Goodwill Energy Challenge Sponsorship



The Goodwill Energy Challenge, part of the Goodwill's sustainability program, is an internal competition designed to encourage members to decrease energy consumption and save money. Goodwill agency challenge participants are interested in environmental sustainability and cost savings.

Currently, 48 Goodwill agencies are participating, equating to more than 700 buildings. The second annual challenge began in September 2013 and runs through June 2014. During the competition, Goodwill agencies enter data into the Energy Star Portfolio Manager to share it with GII. Participants receive information about the challenge at GII conferences, through quarterly newsletter reports on member progress and through emails with tips and information.

Organizations should consider becoming a Goodwill Energy Challenge sponsor if:

- They have green or sustainable products to promote to Goodwill agencies. These include renewable energy and energy-saving products, green giveaways and supplies or green alternatives to conventional services.
- They implement sustainable business practices internally.
- They are interested in exposure to Goodwill agencies open to green or environmentally sustainable ideas.

Benefits of sponsorship include:

- Frequent exposure to Goodwill agencies tasked with sustainability, energy conservation and green activities.
- Exposure to Goodwill influencers and decision makers in attendance at four conferences in 2014.
- Alignment with the Goodwill footprint and mission.

Energy Challenge Packages and Benefits

Energy Tier Level (Cost: \$10,000)

- Presence of up to 4 company representatives at any 4 events
- 12-Month Member Marketplace listing
- Featured Presenter in 1 sustainability webinar
- Logo Ads in 2 webinars with Energy Challenge Focus
- Premium Tradeshow booth location
- VIP Tickets to Conference entertainment
- Banquet Attendance & Acknowledgement

Energy Premier Level (Cost: \$6,000)

- Presence of up to 4 company representatives at any 2 events
- 6-Month Member Marketplace listing
- Logo Ad in 2 bimonthly Emails to Energy Challenge Participants
- Premium Tradeshow booth location

Want to know more? Email Naomi Iheme at naomi.iheme@goodwill.org.



In-kind Sponsorship Opportunities

Provide in-kind support for any or all Goodwill events and reach event attendees through your physical presence at an event or on-site advertising. GII offers both standard and custom packages. The GII sponsorship agreement guides in-kind sponsorships.

Want to know more? Email Naomi Ihome at naomi.iheme@goodwill.org



Sponsorship Application Procedures

Sponsorship Reservations

- Sponsorships are reserved on a first-come, first-served basis. Confirmations of all sponsorships are subject to GII's internal vetting process and a third-party due diligence process.
- All sponsors must agree to abide by GII sponsorship terms and conditions by reviewing and signing a GII sponsorship agreement. This agreement is not subject to change.
- To reserve participation in the annual, event, campaign or in-kind sponsorship programs, contact Naomi Iheme by phone at (240) 333-5345 or via email at naomi.iheme@goodwill.org.
- A La Carte sponsorships can be reserved and purchased [online](#); simply select the event of interest. Make sure to review the [ad specifications page](#) for guidelines and due dates.

Payment

- A la carte sponsorship payments are due in full once reserved online.
- Annual and event Deluxe and Premier sponsorship payments can be made in two to three installments.

Cancellations

- Cancellations to reserved sponsorships must be received in writing by the dates listed below.
- No refunds or cancellations will be permitted beyond the dates listed.

Advertising Specifications

- Review the [ad specifications page](#) for ad guidelines and due dates.

*Dates to Remember**

January 30, 2014	COE sponsorship reservation closes.
March 30, 2014	Spring sponsorship reservation closes.
May 30, 2014	Delegate Assembly sponsorship reservation closes.
June 30, 2014	Summer Conference sponsorship reservation closes.
September 30, 2014	Goodwill Industries Loss Prevention and Safety Conference sponsorship reservation closes.

**Dates subject to change. Confirmed sponsors will be notified in writing if any changes are made.*

Questions?

www.goodwill.org/sponsorships | Events and Sponsorships | (240) 333-5345 | naomi.iheme@goodwill.org.



GII Sponsorship Agreement—Terms and Conditions

All GII sponsorships are governed by the GII Sponsorship agreement and is not subject to change.



STANDARD SPONSORSHIP AGREEMENT

This Agreement is made and entered into this **XX** day of **Month, Year** between Goodwill Industries International, Inc., with offices located at 15810 Indianola Drive, Rockville, MD 20855 (hereinafter known as “GII”), and **[COMPANY]**, an independent contractor, having a principal address of **[ADDRESS]** (hereinafter known as “Vendor”).

WHEREAS GII is a charitable organization whose mission is to enhance the dignity and quality of life of individuals, families and communities by eliminating barriers to opportunity and helping people in need reach their fullest potential through the power of work; and

WHEREAS Vendor desires to provide financial support to GII to benefit GII’s efforts and promote Vendor’s name by participation in GII’s Sponsorship Program;

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Designation and Rights

- a. GII hereby designates Vendor as a sponsor of the GII Sponsorship Program (“the Program”) described in Schedule A.
- b. In conjunction with the Program, GII hereby grants Vendor, for the duration of this Agreement only, permission to use GII’s name for the sole purpose of acknowledging its sponsorship of the Program and to perform its obligations under this Agreement. Vendor may acknowledge its sponsorship of the Program on Vendor’s web site and in any appropriate public relations materials to be mutually agreed to by both parties. Such agreements shall not be unreasonably withheld or delayed.
- c. Vendor hereby grants GII, for the duration of this Agreement only, permission to use the Vendor name and logo for the sole purpose of acknowledging its sponsorship of the Program on GII’s website and in the Program promotional materials, in performing its obligations under this Agreement.

Responsibilities of GII

In recognition of the support provided to GII and its Goodwill Members, GII will provide the following benefits to Vendor (hereinafter known as “Vendor Benefits”):

- a. Event Participation. Vendor will be invited to attend and participate in the GII events set forth in Schedule A and are available to Vendor based on its sponsorship level.
- b. Marketing Benefits. Vendor will be entitled to receive the following marketing benefits, subject to terms herein provided and the Terms and Conditions hereof:
 - i. Entitled to receive all necessary marketing activities needed to execute items in Schedule A.
 - ii. Listing in the Member Marketplace, Goodwill’s online vendor directory and its benefits:



- Access to 24/7 marketing with a captive audience of Goodwill members, retail and purchasing personnel in the US and Canada.
- Weekly promotions, if provided by Contractor, to all Goodwill members via the Member Marketplace.
- Flexibility to upload and update promotions on a weekly basis.
- Ability to measure listing for effectiveness (i.e. the number of hits).
- GII will mention Vendor's name and logo in any promotional materials created by GII for the Program.

Responsibilities of Vendor

- a. Upon payment of the sponsorship fee, Vendor shall be entitled to all the benefits associated with the level of sponsorship selected by Vendor as reflected in Schedule A.
- b. Unless specifically provided to the contrary, Vendor shall bear any and all expenses relating to Vendor's participation in the Program.

2. Trademarks

- a. GII is the sole and exclusive owner of all rights in and to its registered trademarks, including GOODWILL®, GOODWILL INDUSTRIES® and the smiling G logo (hereinafter "GII Trademarks"). Vendor is the sole and exclusive owner of all rights in and to its name and logo ("Vendor Trademarks").
- b. Vendor shall at no time during the term of this Agreement use or authorize the use of any trademark, trade name or other designation identical with or similar to the GII Trademarks except as provided in Schedule B. GII shall at no time during the term of this Agreement use or authorize the use of any trademark, trade name or other designation identical with or similar to the Vendor Trademarks except as provided herein.
- c. Vendor shall not use the GII Trademarks in any other manner other than the manners expressly provided in this Agreement. GII shall not use the Vendor Trademarks in any other manner other than the manners expressly provided in this Agreement.
- d. If Vendor uses a GII Trademark on its web site or in any public relations material, such usage shall conform to the following:
 - i. Vendor may only use the GII name or logo in conjunction with the Program. For example: *"Brainshark is a proud sponsor of Goodwill Industries International, Inc."*
 - ii. All public materials (including, but not limited to, web site usage) bearing any of the GII Trademarks shall be approved by GII prior to such usage.
- e. If GII uses any Vendor Trademark on its web site or in any public relations material:
 - i. GII may only use the Vendor Trademarks in conjunction with Vendor's sponsorship of the Program; and
 - ii. All public materials (including but not limited to web site usage) bearing any of the Vendor Trademarks shall be approved by Vendor prior to such usage.

3. Approval

Each party will have the right to approve the content of, and the manner in which its respective names, logos and other intellectual property are used prior to the release or dissemination of such information. Moreover, neither party will publicly announce nor release items of publicity of any kind (including, without limitation, news releases, brochures, or advertisements) with respect to the Program without the prior written approval of the other party. GII will maintain complete editorial control over all content related to the Program produced by GII or Vendor.



4. Acknowledgment of Sponsorship

The parties shall acknowledge Vendor as a sponsor of the Program in designated programmatic materials in a manner consistent with all current and proposed federal tax laws, rules and regulations relating to the tax treatment of corporate sponsorship income received by a tax-exempt organization. Prior to the release of any "sponsorship" text, Vendor shall be required to obtain GII's express written approval of the text that it uses to acknowledge its sponsorship of the Program; such approvals shall not be unreasonably delayed or withheld.

5. Confidentiality

During the term of this Agreement, both parties shall act in the best interest of the other. Both parties acknowledge that they may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information and membership lists. Both parties expressly agree not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of the other's work, unless authorized in writing by the other. Any and all uses of confidential or proprietary information, materials, or property shall be subject to advance review and approval by the other.

6. Conflicts of Interest

The Contractor represents and warrants that it has no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of its obligations under this Agreement. The Contractor agrees immediately to inform GII in writing if any such conflict of interest arises during the term of this Agreement, and GII may immediately terminate this Agreement upon receiving such notice.

7. Non-Disclosure

During the term of this Agreement and for a period of three (3) years thereafter, neither party will use or disclose any Confidential Information (as defined below) of the other party except as specifically contemplated herein. The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving party, (b) has become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third-party authorized to make such disclosure, (d) has been approved for release by the disclosing party in writing, or (e) is required to be disclosed by law or a competent legal tribunal.

For purposes of this Section, the term "Confidential Information" means: (i) Content, prior to publication, (ii) any GII distribution, reach or readership statistics, such as number of visitors/unique viewers, page views, etc., and (iii) any information that is labeled "confidential" or "proprietary." Upon expiration or termination of this Agreement for any reason, Contractor will promptly and at the direction of GII either destroy, or return to GII, and will not take or use, all items of any nature that belong to GII, its vendors or other customers and all records (in any form, format, or medium) containing or relating to Confidential Information.

8. Content; Content License; Intellectual Property

Vendor will provide promotional text, trademarks, product images and/or content (collectively, "Content") necessary for GII to provide the Vendor Benefits. Vendor will provide all Content in accordance with GII's policies in effect, including (without limitation) the manner of transmission to GII and the lead-time prior to publication.

GII shall not be required to publish any Content that is not received in accordance with such policies. Materials provided to GII will not be returned to Vendor unless specifically requested by Vendor, and such materials will be discarded in accordance with GII's Document Retention Policy. Vendor hereby grants GII a world-wide, non-exclusive, royalty-free license to distribute, display, reproduce, transmit, and otherwise use the Content as reasonably anticipated to fulfill GII's obligations under this Agreement, including without limitation, a non-exclusive, royalty-free right and license to establish a link to the homepage of Vendor's internet site if applicable.



Vendor understands and agrees that GII shall be the exclusive owner of any and all right, title and interest (including copyright) in and to any works of authorship, derivative works, adaptations, inventions or other intellectual property generated by GII, its employees or agents pursuant to this Agreement, and any advertising and/or promotional materials relating thereto.

Vendor retains ownership of all Content in the form delivered to GII, and any existing trade and service marks of Vendor. GII retains ownership of any existing trade and service marks of GII.

9. Content Limitations

Content may not contain, advertise, link (either directly or, if with the knowledge of Vendor, indirectly) to or otherwise be related to content that GII, at its sole discretion, determines: (a) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful (which GII shall have the sole discretion to define); (b) infringes or misappropriates third party rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right); (c) constitutes "hate speech," whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group; (d) constitutes political advertising or political speech (which GII shall have the sole discretion to define); (e) facilitates or promotes gambling, or the sale or use of liquor, tobacco or firearm products, or illicit drugs; or (f) facilitates, promotes or forwards illegal contests, unlawful gambling activities or lotteries, pyramid schemes or chain letters.

GII may, but is under no obligation to, review the Content, and may refuse to make Content available to users in whole or in part if GII determines that any Content violates the foregoing limitations or such other reasonable limitations as GII may adopt from time to time.

Failure by GII to exhibit Content that does not meet the specifications required by GII, including materials which do not meet GII's content limitations, and/or is in violation of Vendor's representations and warranty to GII hereunder, does not constitute a breach of this Agreement or otherwise entitle Vendor to any legal remedy. GII reserves the right to require any Content hereunder to be labeled as an "advertisement."

10. Links to Internet Sites

Vendor hereby represents and warrants to GII that each Internet site identified by URLs in Content to which a user may link through GII's Internet site is in compliance with Vendor's warranties set forth in Section 11 hereof and with the content limitations set forth in Section 8 hereof, do not promote or contain viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of GII or any third-party, and do not use any "spyware" or "adware" in connection with this Agreement, and that they do not directly or indirectly distribute any commercial message, or authorize any third party to distribute any commercial message, by means of "spyware" or "adware" in connection with this Agreement ("spyware" or "adware" is any software which has been downloaded to and/or installed on an Internet user's computer, without the user's active consent, and facilitates the distribution of any commercial message to the user.)

GII may reject any Content or refuse to provide links from any Internet site owned, operated or controlled by GII to any materials on Vendor's site that: (a) violates Vendor's representations and warranties contained herein; (b) is factually inaccurate, misleading or deceptive; and/or (c) contain any programs, application, interfaces or other functions that, in GII's reasonable judgment, would have an adverse effect on any GII Internet site user's experience. GII may test Vendor's URLs, and in GII's sole discretion may remove any URLs at any time that fail to comply with the above requirements if Vendor has not cured such failure within forty-eight (48) hours of notification.



11. Rejection/Removal of Content

GII reserves the right to reject and/or remove Vendor's Content that is not consistent with GII's policies and standards in effect. In addition, GII shall have the right, at any time, to remove any Content and/or to terminate this Agreement upon five (5) days prior written notice to Vendor if GII is directed to do so by any law enforcement agency, court or government agency or if GII determines, in its sole discretion, that the Content or any portion or such display thereof (a) violates GII's then-applicable advertising policy; (b) violates any applicable law, rule or regulation; (c) is the subject of a claim asserted by an entity with respect to trademarks, trade names, service marks or other proprietary rights; (d) is in breach of Vendor's representation and warranties herein; or (e) is otherwise objectionable to GII, in its sole discretion. Any such rejection/removal shall not constitute a breach of this Agreement or otherwise entitle Vendor to any legal remedy.

12. Representations and Warranties

Vendor hereby represents and warrants to GII that: (a) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and will not violate any agreement to which Vendor is a party or by which Vendor is otherwise bound, or any applicable law, rule or regulation (including those regulating the use and distribution of content on the Internet and protection of personal privacy); (c) To the best of the Vendor's knowledge the Content and all products and/or services offered, sold or otherwise provided as part thereof, including without limitation Vendor's Internet site (including any links to other Internet sites), do not and will not (i) violate any third party intellectual property rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right) or give rise to any obligation for the payment of any sums to any third party by GII or GII's successors in interest; (ii) violate any criminal laws or any rights of any third parties, including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity; (iii) include any material that is: unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law; (d) the Content does not and will not violate the terms set forth in Sections 9 and 10 above; and (e) Vendor has in effect a privacy policy that is available online and it will adhere to the information gathering, dissemination, privacy protection and other practices performed in such privacy policy.

13. Indemnification

Vendor shall indemnify and hold GII, its officers, agents, directors, employees and Member Goodwill organizations harmless from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with Vendor's breach of any of its representations, warranties, covenants and obligations hereunder, or any third party claims, administrative proceedings or criminal investigation of any kind arising out of or relating to any such breach or the negligence of Vendor or its employees and affiliates. If any action shall be brought against GII in respect of any allegation for which indemnity may be sought from it pursuant to the provisions of this Section, GII shall promptly notify Vendor in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. GII shall not settle or otherwise compromise any claim without the written consent of Vendor, which consent shall not be unreasonably withheld.

Vendor may upon written notice to GII undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel that shall be satisfactory to GII, and payment of all expenses. GII shall have the right to employ separate counsel and participate in the defense at GII's sole expense. Vendor shall reimburse GII upon demand for any payments made or loss suffered by it at any time after the date of tender, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages to which the foregoing relates.

GII shall indemnify and hold Vendor, its officers, agents, directors, and employees harmless from and against any and



all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with GII's breach of any of its representations, warranties, covenants and obligations hereunder, or any third party claims, administrative proceedings or criminal investigation of any kind arising out of or relating to any such breach or the negligence of GII or its employees and affiliates.

14. Release; Liability Limitation

Vendor hereby releases GII from any and all claims, demands and damages (actual and consequential) of every kind and nature, loss, liability or expense occasioned by Vendor by reason of (a) any failure to publish Content pursuant to this Agreement; (b) errors and/or omissions in the Content placement or manner of display thereof; and (c) failure to return materials or any media (original art work, disks, film). Vendor is solely responsible for any liability arising out of or relating to (i) the Content, and/or (ii) any material on any Internet sites to which users can link through the Content. GII shall not be liable to Vendor for any technical malfunction, computer error or loss of data or other injury, damage or disruption to the Content or Internet sites.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY VENDOR TO GII UNDER THIS AGREEMENT.

Any delay or failure of a Party to perform its obligations hereunder shall be excused to the extent that such delay or failure is caused by an event or condition beyond its reasonable control that is in the nature of a force majeure (a "Force Majeure"), including, but not limited to, acts of God, riots, war (declared or undeclared), acts of terrorism, fires, natural catastrophes, epidemics, power failures, or labor shortages; provided, however, that in order to rely on this Section: (i) the Party affected by the Force Majeure must be using commercially reasonable efforts to mitigate or eliminate the cause of such delay or failure to perform; and (ii) if events in the nature of Force Majeure were reasonably foreseeable, the affected Party must have used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect. Each Party shall notify the other in writing promptly of any actual or anticipated failure or delay in, and the effect on, its performance due to a Force Majeure.

Vendor acknowledges that GII has entered into this Agreement in reliance upon the limitations of liability and damages as set forth herein, and that the same form an essential basis of the bargain between the parties.

15. Disclaimers

GII does not guarantee any given level of distribution, reach or readership for the Content. GII may at its sole discretion provide reports to Vendor. GII makes no warranty, express or implied, as to any matter, including, without limitation, the Vendor Benefits provided to Vendor hereunder.

GII MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE VENDOR BENEFITS PROVIDED BY GII HEREUNDER, AND ANY MATERIALS OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF GII PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL DEFECTS. GII HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, PERFORMANCE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT, ACCURACY, COMPATIBILITY, SYSTEM INTEGRATION, SECURITY AND CONDITION OR OPERATION OF THE FOREGOING AND/OR THE TECHNOLOGY DEPLOYED IN CONNECTION THEREWITH. GII DOES NOT REPRESENT OR WARRANT THE CONTINUED OR UNINTERRUPTED OPERATION OF THE TECHNOLOGY UTILIZED TO PUBLISH THE CONTENT INCLUDING, WITHOUT LIMITATION, THE INTERNET. IN ADDITION, GII MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY LEVEL OF EXPOSURE TO THE CONTENT, INCLUDING WITHOUT LIMITATION TRAFFIC ON ITS INTERNET SITE, OR THAT THE OPERATION OF THE TECHNOLOGY USED TO PUBLISH THE CONTENT, INCLUDING WITHOUT LIMITATION ITS INTERNET SITE, WILL BE UNINTERRUPTED OR ERROR FREE.



Vendor acknowledges that GII has entered into this Agreement in reliance upon the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties.

16. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If notice is to GII: Goodwill Industries International, Inc.
Attn: Contracts Manager
15810 Indianola Drive
Rockville, MD 20855

If notice is to Vendor: **VENDOR**
Attn: **PERSON AUTHORIZED TO SIGN CONTRACT**
ADDRESS

17. Non-Disclosure

During the term of this Agreement and for a period of three (3) years thereafter, neither party will use or disclose any Confidential Information (as defined below) of the other party except as specifically contemplated herein. The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving party, (b) has become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third party authorized to make such disclosure, (d) has been approved for release by the disclosing party in writing, or (e) is required to be disclosed by law or a competent legal tribunal.

For purposes of this Section, the term "Confidential Information" means: (i) Content, prior to publication, (ii) any GII distribution, reach or readership statistics, such as number of visitors/unique viewers, page views, etc., and (iii) any information that is "confidential" or "proprietary." Upon expiration or termination of this Agreement for any reason, Vendor will promptly and at the direction of GII either destroy, or return to GII, and will not take or use, all items of any nature that belong to GII, its vendors or other customers and all records (in any form, format, or medium) containing or relating to Confidential Information.

18. Termination

- a. Right to Terminate. Either party may terminate this Agreement on thirty (30) days written notice to the other party.
- b. Effect of Early Termination. In the event of early termination, the prorated portion of the subscription fee will be refunded to the Vendor based on the length of service, and closest month end.

19. Miscellaneous

- a. Nothing in this Agreement will create a joint venture, agency, franchise, sales representative or employment relationship between the parties.
- b. Captions are inserted only for convenience and are not to be construed as part of this Agreement.



- c. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement.
- d. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.
- e. This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland (except those conflicts of law provisions which would defeat application of Maryland substantive law). Any controversy or claim arising out of or related to this Agreement shall be brought solely in the state or federal courts sitting in the state of Maryland, and Contractor irrevocably consents to personal jurisdiction in the state and federal courts sitting in Maryland; provided, however, that either party may enforce any judgment rendered by such court in any court of competent jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.
- f. In the event an account is referred to a third party for collection, Contractor agrees to pay all reasonable collection fees including reasonable attorneys' fees and court costs incurred to effect collection. Neither party may assign, sub-license, transfer, encumber or otherwise dispose of this Agreement (other than to a person, firm or entity controlling, controlled by or under common control with the assigning party or in connection with a sale of all or substantially all of the assigning party's assets) without the other party's prior written approval.
- g. Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.
- h. All terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order submitted to GII for the services contemplated hereunder.
- i. This Agreement does not constitute an offer by GII and it shall not be effective until signed by both parties.
- j. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Contractor and GII by their respective duly authorized representatives.
- k. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- l. Neither Party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include, but not limited to any flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of the Parties. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this agreement.
- m. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- n. This Section 21 and Sections 14 (Representations and Warranties), 15 (Indemnification), 16 (Release; Limitation of Liability), 17 (Disclaimers) and 19 (Non-Disclosure) shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

20. Complete Agreement



This Agreement and any Schedules attached hereto shall together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or communications.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

GOODWILL INDUSTRIES INTERNATIONAL, INC.

By: _____

GOODWILL
Chief Communications Officer and
Senior Vice President of Global Affairs

_____ Date

COMPANY

By: _____

CONTRACT SIGNATORY
Title
Business Division/Department

_____ Date