

# Supporting RAINN by Committing to Donate a Portion of Revenue from Your Book, Film, Music or Product

Thank you for your interest in supporting RAINN. We appreciate your commitment to the fight against sexual assault.

While we are grateful for all unrestricted donations, and always appreciate links to our <u>website</u> or <u>Online Hotline</u>, there are some limits on our ability to accept donations that are conditioned on the sale of products. Therefore, we have developed this guide to explain the factors that we consider and to collect the information that we need from you.

In general, RAINN is not able to endorse or promote any book, film, music or other product, even if their theme is about rape or they are intended to be read or viewed by sexual assault survivors. We do not rent or share our list of supporters, and cannot include your items in our newsletter or on our website, except as outlined below. Nor are we able to review or provide feedback on books, movie scripts, songs, drawings or other creations, and we cannot help you find a publisher, distributor, retailer or financing.

While we occasionally enter into a national cause-marketing partnership, we can consider such a program only when our partner is willing to commit to making a donation of more than \$20,000; agrees to devote significant resources towards national marketing and promotion; and when the content and messaging of the product aligns with RAINN's goals. While we wish we could say yes to every such opportunity, these partnerships require substantial planning and staff time, greatly limiting the number we can pursue.

Before you contact RAINN, please carefully review the guidelines that follow. If you believe that your product meets these guidelines and would like to commit to donating a portion of your sales to RAINN, please fill out the application below and we will get in touch with you shortly.

**Note:** If you are not interested in being part of this program but would like to donate to RAINN and announce your support publically, please see the guidelines outlined in the Donation Pledge section below.

#### **Guidelines**

#### I. Marketing

RAINN is unable to endorse or promote any book, film, music or product (except in cases of a multi-faceted corporate partnership as described above). If you complete the application below, and RAINN accepts the application and enters into an agreement with you, we will include your product on the <u>RAINNmaker</u> <u>Merchandise page</u> on our website. This listing will include a brief description of your product and a disclosure of the commitment you have made to RAINN (e.g., percentage of sales; minimum or maximum donation). It will also include an image of your product and a link to your site, or that of a retailer, where supporters can purchase your product. The visibility that RAINN can provide to you and your product is explicitly limited to this website link. RAINN cannot include your product on any other page on our website, nor can we promote it in any way. We cannot lend or rent our list of supporters to you, nor can we include mention of your product in our newsletter, emails or other publications.

#### 2. Distribution of Merchandise

RAINN will not pre-purchase your product and resell it, nor will we accept your product on consignment, sell it on your behalf, take possession of your inventory or fulfill orders for you. Any sales transaction that takes place is entirely between you and the purchaser, and you are entirely responsible for fulfilling all orders. If we receive any questions about your product or your customer service, we will refer them to you. If we receive complaints that you have not properly and promptly fulfilled orders, that your product is not as advertised, or that your customer service has failed to meet the buyer's expectations, we reserve the right to terminate your participation in this program at any time without notice to you.

#### 3. Donation Pledge

To participate in this program, we require a minimum, up-front donation of at least \$250. This donation is to compensate RAINN for the time and expense required to review your application and include you in this program. It will not be refunded, in whole or part, unless we reject your application to participate. If we do reject your application, we will refund the entire amount. The up-front \$250 donation will entitle your product to be included on our <u>RAINNmaker</u> <u>Merchandise page</u> for one year. Every year thereafter you will be charged annual fee of \$250 to remain listed on our <u>RAINNmaker Merchandise page</u>. If your contributions to RAINN in the previous year are in excess of \$250, RAINN will waive your renewal fee.

If you do not wish to be a part of this program but would like to support RAINN, you may send a check to the address indicated in the application below, or make a donation directly at <u>donate.rainn.org</u>. By forgoing the up-front donation of \$250, you may not say that your product is benefiting RAINN in any way, but you are able to say that you support RAINN personally. Please see the Acceptable Disclosure Language below. We greatly appreciate your support in whatever

capacity you're able to contribute.

If you want to donate a portion of your sales to benefit RAINN, and want to advertise this fact to buyers, you may structure your pledge to RAINN in several ways:

- Flat amount per item sold. For example, you may pledge to donate \$5 for each CD you sell.
- Percentage of revenue. For example, you may pledge to donate 10% of sales revenue from a specific item or based on the overall sales of your company to RAINN.
- Fixed amount donation. For example, you may pledge to donate \$1,000 to RAINN, regardless of your sales.

RAINN will not consider offers to donate a percentage of *profits* (as opposed to revenue), unless you commit to making a minimum donation of \$5,000 and fulfill certain other criteria.

If you pledge to donate a percentage of your sales to RAINN, the amount of your upfront donation will be credited towards your pledge. However, RAINN will not refund any part of the up-front donation, even if your sales fall short of your goal. Donations conditioned on sales must be remitted to RAINN monthly.

## 4. Name and Logo

You may not use RAINN's name, logo or intellectual property until RAINN accepts your application to participate. If we do accept your application, we will grant you a limited right to use our name or logo, as follows:

- You may state that you have pledged to donate to RAINN in connection with your sales. If you do, you must fully disclose the details of your pledge. For example, you may say: "For each product sold, [Company Name] will donate [\$x amount] to <u>RAINN</u>, the nation's largest anti-sexual violence organization" or "[Company Name] will donate [x% amount] of all revenue to <u>RAINN</u>, the nation's largest anti-sexual violence organization." Other examples of acceptable disclosure language are included in the Acceptable Disclosure Language section, located at the end of this document.
- 2. You may not state or imply that RAINN endorses your product, supports your product, is involved in the development or production of your product, or has any other connection to your product other than the fact that you have pledged to donate to RAINN.
- 3. You must submit to RAINN an electronic proof of any advertising, web page, press release, email, direct mail piece, flyer, or other item that mentions RAINN

or uses RAINN's logo, at least two weeks before you intend to publish such item. You may not use the item that includes RAINN's name or logo until you receive explicit permission from RAINN.

4. You may not sign any contract or enter into any agreement in RAINN's name, nor may you in any way misrepresent your relationship to RAINN.

Disclosure: We believe in full transparency with our supporters, and will disclose to them the details of your pledge and commitment. If you advertise your pledge to RAINN, either on your website or in any other manner, we require that you also fully disclose the details of your pledge.

# **5. Application Process**

If you meet these guidelines and would like to donate a portion of your revenue to RAINN, please complete and sign the application below and submit it to RAINN along with an upfront donation of \$250 or more. This donation is required before we are able to review your application. We will contact you once we have reviewed your application (generally about 15 days after we receive it). If we are unable to accept your application, this donation will be refunded to you.

# 6. Record Keeping.

If your donation is based on your revenue or the number of items you sell, you must submit certain accounting information with your donation (for example, the number of items sold or total revenue). RAINN will not ask you to disclose the names or contact information of your customers.

## 7. Restrictions.

RAINN reserves the right to deny your application or terminate your participation in this program for any reason, at any time, at its sole discretion, with or without notice to you. RAINN will not accept any products that include pornographic material or contain violent content.

Thank you so much for taking the time to review our RAINNmaker Policy. We greatly appreciate your support! If you have any questions concerning the contents of these guidelines, please contact Alyssa Johnson at alyssaj@rainn.org or 202.544.7372.



# **RAINNmaker Merchandise Application**

#### Please fill out and return to:

Support RAINN 2000 L Street, NW Suite 406 Washington, DC 20036

# **Contact Information**

Name (Primary Contact):	
Company/Organization:	
Address:	
City, State, Zip:	
Email:	
Primary Phone:	
Mobile Phone:	
Website address:	

# **Product Information**

Name of Product(s):

Description of Product (attach additional page if necessary):

Please include a complete sample of the product with your application.

Please select the type of donation you prefer and compete the following:			
	l pledge to donate \$	per each item sold.	
	l pledge to donate	% of total revenue from sales of this item.	
	l pledge to donate to sales from one item)	_% of the company's total revenue (not limited	
	I pledge to donate a flat amount: \$		
Will this donation be ongoing or for a set period of time?			
	Donation period:	to	
	One-time event on	(MM/YY)	
	Ongoing (until I notify RAINN, in writing, of termination)		
Are there going to be any other beneficiaries? Yes (Provide Information) No			
Other Beneficiaries:			
Met	<ul> <li>chod(s) of sales:</li> <li>Online</li> <li>Through my website</li> <li>Through a retailer's website</li> </ul>		
	Retail Phone Other (specify)	of the retailer:	

# Indicate Payment Method:

I have enclosed a check made out to RAINN in the amount of \$250

□ I have made my payment of \$250 directly through donate.rainn.org

For more information, please contact Alyssa Johnson at membership@rainn.org or 202-544-7372.

I agree to all terms outlined above and am making a binding offer to

donate funds to RAINN. I understand that RAINN will not endorse my product and that I may not use RAINN's name, logo or intellectual property without explicit permission from RAINN.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Acceptable Disclosure Language

RAINN believes in full transparency with our donors, and will disclose to them the details of your pledge and commitment. If you advertise your pledge to RAINN, on your website or in any other manner, we require that you also fully disclose the details of your pledge.

## Below are examples of acceptable disclosure language that you may use when describing your pledge to RAINN:

For each product sold, [Company Name] will donate [\$x amount] to <u>RAINN</u>, the nation's largest anti-sexual violence organization.

[Company Name] will donate [x% amount] of revenue to <u>RAINN</u>, the nation's largest anti-sexual violence organization.

[Company Name] will donate [x% amount] from of your purchase price to RAINN, the nation's largest anti-sexual violence organization.

## Below are examples of acceptable disclosure language that you may use when describing your support of RAINN, if you are not part of the RAINNmaker program:

[Company Name] supports RAINN, the nation's largest anti-sexual violence organization.

I am a proud supporter of RAINN, the nation's largest anti-sexual violence organization.

# Below are examples of acceptable language that you may use when describing RAINN's mission and programs:

## **Mission Statement:**

The Rape, Abuse & Incest National Network is the nation's largest anti-sexual assault organization. RAINN operates the National Sexual Assault Hotline at 1.800.656.HOPE and the National Sexual Assault Online Hotline at rainn.org, and publicizes the hotlines'

free, confidential services; educates the public about sexual assault; and leads national efforts to prevent sexual assault, improve services to victims and ensure that rapists are brought to justice.

## **National Sexual Assault Hotline:**

RAINN created and operates the National Sexual Assault Hotline at 1.800.656.HOPE. This nationwide partnership of more than 1,100 local rape treatment hotlines provides victims of sexual assault with free, confidential services around the clock. The hotline has helped more than 1.6 victims of sexual violence since 1994.

# **National Sexual Assault Online Hotline:**

In 2006, RAINN launched the <u>National Sexual Assault Online Hotline</u>, the nation's first secure web-based hotline service. It provides free, live, one-on-one help to victims 24 hours a day. The Online Hotline won the Technology Innovation Award from NPower and Accenture for being the most innovative use of technology by a nonprofit.

**Helping Policy Makers and the Media:** RAINN is a frequent resource for television, radio and print news outlets — as well as local, state and national policymakers, law enforcement and rape treatment professionals — on the issues related to rape and sexual assault.

# **Educating America to Prevent Sexual Assault:**

Extensive entertainment industry relationships allow RAINN to reach millions of Americans each month with important information about sexual assault prevention, recovery and prosecution. In addition, RAINN uses its community partnerships to put critical information into the hands of young women and men at concerts, on campuses and in communities. Through these efforts, RAINN educates more than 120 million Americans each year about sexual assault.

In addition to these education efforts, RAINN also publicizes the hotlines' free, confidential services and leads national efforts to improve services to victims and ensure that rapists are brought to justice.

If you have questions about acceptable disclosure language, please contact Alyssa Johnson at <u>alyssaj@rainn.org</u> or 202.544.7372.