# **Terms & Conditions**

THE CHRISTIAN CULINARIAN, LLC (TCC) GIVE BACK PROGRAM IS INTENDED FOR QUALIFIED 501 (c)(3) CHARITABLE ORGANIZATIONS IN BREVARD COUNTY, FLORIDA. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

## **GENERAL CONDITIONS.**

1. Participation in TCC Give Back Program is subject to these official terms and conditions ("Terms and Conditions"), which may be modified from time to time without prior notice. By registering for and continuing to participate in the TCC Give Back Program, as described below, and by filling out the Registration Form as furnished by TCC, you acknowledge that you have read, understand and accept these Terms and Conditions and agree to be contacted via email and/or by telephone at the address and number you provide. The Terms and Conditions describe how you can nominate and register a qualified charitable organization for the TCC Give Back Program.

2. TCC reserves the right to modify these Terms and Conditions at any time during the TCC Give Back Program, so it is important for you to check the Terms and Conditions periodically. A notice of revised terms and conditions will be sent via U.S. mail or email to you. Continued participation in TCC Give Back Program is considered acceptance of the modified Terms and Conditions in effect at the time.

3. TCC Give Back Program is open to qualified 501(c)(3) charitable organizations and similar qualified charitable organizations serving Brevard County, Florida.

#### **REGISTRATION FOR TCC GIVE BACK PROGRAM.**

In order to enroll and for your registration in the Program to be valid, participants ("Registered Participants") must enroll in the TCC Give Back Program.

4. If TCC determines that the Registration of the qualified charitable organization meets the eligibility requirements set forth above, the form, together with the tax exempt certification, will be placed in a pool for selection by the Give Back Committee.

5. TCC is not responsible for lost, late, incomplete, garbled or misdirected Registration Forms, malfunctions of electronic equipment, computer hardware or software, or for any other technical problems related to online programs. Once you submit a Registration Form, it becomes the property of TCC and will not be returned.

#### GIVING BACK.

6. During the Give Back period (the ensuing month), the amount to be given will be calculated as follows: Whenever you place a catering order through TCC's Call Center (321-684-3075 or 242-6072) or event planning form on our website, 10% of the proceeds from the order or event will be earmarked to be given back to a qualified charitable organization for the month in which that order or event will take place (excluding delivery charges, gratuities, rental fees, service fees, misc. fees and sales tax).

7. Whenever you place a catering order or event via email, the same will apply as in paragraph 6 above.

8. Proceeds will be earned once the orders are complete and paid in full. No proceeds will be earned for orders subsequently cancelled.

### **REDEEMING.**

9. The accountant for TCC will calculate the actual amount to be given to the qualified charitable organization each month by providing the Profit and Loss statement to TCC and the Give Back Committee by the 20<sup>th</sup> of the following month.

10. The TCC Give Back Program has no cash, monetary or other value, cannot be converted into any other currency and cannot be applied toward any obligation owed to TCC. The Program cannot be transferred to other accounts, combined with other TCC accounts or earned pursuant to other reward programs. Sale or barter of the TCC Give Back Program is prohibited, and any such sale or barter may result in disqualification of the qualified charitable organization.

11. All Give Back checks will be issued in the name of the qualified charitable organization and will be delivered to the address provided on the Registration Form within 30 days of the last day of the month in which the Giving Back was earned. Qualified charitable organizations are responsible for notifying TCC of any address changes relating to them. In the event of a dispute regarding the identity of a qualified charitable organization, TCC will look to the person submitting the Registration Form and/or Executive Director of said qualified charitable organization submitted.

12. Any and all fees and taxes arising from acceptance, use or possession of the Give Back amount are the sole responsibility of the qualified charitable organization.

#### **OTHER CONDITIONS.**

13. By registering for the TCC Give Back Program, the qualified charitable organization must agree: (1) to be bound by these Terms and Conditions and the TCC Terms and Conditions; (2) to be contacted by TCC by e-mail, telephone or in person; and (3) to release TCC and its agents from liability for any injuries, losses or damages of any kind arising out of their participation in TCC Give Back Program or with respect to their delivery process, acceptance, possession or use/misuse or loss of any Give Back monies.

14. TCC reserves the right to terminate TCC Give Back Program, or to change the TCC Give Back Program in any manner, in whole or in part, including without limitation, changing the Terms and Conditions, percentage amount to be given away, at any time, without notice. If the Program is terminated, any monies awarded up to the termination date will be given to the appropriate qualified charitable organization at that time. TCC and its agents shall not be liable to you or any third party for any change or termination of TCC Give Back Program.
15. In the event TCC experiences a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of TCC, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of TCC Give Back Program, TCC reserves the right at any time and in its sole discretion to terminate TCC Give Back Program, to disqualify any individual or qualified charitable organization who may be responsible, and/or to pursue other legal remedies available under federal or state law.

16. TCC Give Back Program is governed by the laws of Brevard County, Florida and all claims must be resolved in the state courts of Brevard County, Florida.

17. Any interpretations, questions or disputes regarding TCC Give Back Program shall be resolved solely by TCC, which is the judge of TCC Give Back Program, and whose decisions shall be final and binding on all matters relating to TCC Give Back Program.