

Terms of Service

As an organization choosing to participate in the Winsday Derby event, the Community Foundation of Louisville and Churchill Downs, Inc. requires that you enter into this Memorandum of Understanding, which sets forth the services and duties provided by the Community Foundation of Louisville and Churchill Downs, Inc., and roles and responsibilities of all participants.

- 1. I confirm that my organization is an IRS-approved 501(c)(3) public charity and will provide our EIN number for verification.
- 2. I understand that organizations classified as a school, church, program or project with a fiscal sponsor or 509(a)(3) supporting organization may be required to provide additional documentation for verification to participate.
- 3. I confirm that my organization serves or has headquarters in Jefferson, Shelby, Oldham, Spencer, or Bullitt counties in Kentucky or Clark, Floyd, and Harrison counties in Indiana.
- 4. I understand that the Winsday event is limited to 50 nonprofit participants, and registration will be based on a first-come, first-serve basis.
- 5. I understand that registration may close before the deadline once capacity has been met. Any remaining organizations that completed registration will be notified of their ineligibility status due to capacity limits.
- 6. I understand that any donations received that day will be processed by my organization's preferred donation portal and disbursed directly to my organization according to my organization's payout settings.
- 7. I understand that donors choose where to place their gifts and that the Community Foundation of Louisville and Churchill Downs, Inc. have no control over this process.
- 8. I understand that my organization will provide the number of donors and dollars raised for our Winsday fundraising campaign to the Community Foundation of Louisville no later than Friday, May 2, at 4 p.m. ET so that the Churchill Downs, Inc. team may report the findings during Derby Day on Saturday, May 3.
- 9. I understand that any cash prizes will be disbursed via check by Churchill Downs Inc. within a month following the Winsday event.



- 10. I confirm that my organization has a direct donation link to provide via the registration form. I will share that donation link via our preferred communication channels leading up to and during the Winsday event.
- 11. I confirm that my organization will provide a high-resolution logo and mission statement for branding opportunities leading up to and during the Winsday event.
- 12. I understand that only tickets sold through the Churchill Downs track ticketing portal will count towards any prizes and incentives offered as part of the Winsday event.
- 13. I understand that the Churchill Downs track ticketing platform will securely process all tickets sold for the WinsDay event.
- 14. I understand that prize winners are subject to further verification and will be finalized following the Winsday event.
- 15. I understand that if asked to participate in any interviews with the media, I speak on behalf of all nonprofits participating in the Winsday event.
- 16. I understand that my organization is encouraged to focus the majority of its overall marketing efforts in the days leading up to Derby week to purchase tickets through their assigned ticketing link and donate to my organization during the WinsDay event on April 30.