



# fiddlesticks

## SCHOOL REGISTRATION FORM

Thank you for participating in **Give-Back to Schools**, a give-back program from Fiddlesticks designed to support preschool and elementary schools in the Bay Area. With this new program, each time a shopper mentions your school's name at checkout, we will donate 3% of the purchase back to your school! Checks will be administered on a yearly basis and will include the combined total of sales from your school for that year (must exceed \$500 per year to qualify).

To enroll your school in this program, please take a moment to fill out this form and mail it back to us (along with a signed copy of the Terms & Conditions):

**Fiddlesticks**  
**Give-Back to Schools Program**  
540 Hayes Street,  
San Francisco, CA 94102

Name of School

School District

Street Address

Website

Name of Contact in Fundraising

Phone

Who should the check be payable to?

Where would you like us to mail the check each year?

Would you be willing to do any or all of the following to spread the word among your parents:

- Post our logo on your website with a link to our site?
- Distribute postcards (which we will provide) to parents with information on the program?
- Include information about the program in your newsletter to parents?
- Provide email lists of parents in your preschool or elementary classes?



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## TERMS & CONDITIONS FOR GIVE-BACK TO SCHOOLS PARTICIPATION

By participating in the Fiddlesticks Give-Back to Schools program (the "Program"), you are consenting to the following rules:

**1. Payments to School.** Fiddlesticks, in its sole discretion, will calculate the amount your school is entitled to receive under the Program. The amount your school will receive will be adjusted for refunds, discounts, rebates, and other factors as determined by Fiddlesticks. Payments made to your school under the Program will not be tax-deductible by customers of Fiddlesticks.

**2. Trademarks, Copyrights and Other Intellectual Property Matters.** During the Program, Fiddlesticks and your school will have the right to indicate to the public that your school is an authorized participant in the Program and in that connection therewith may use the trademarks and trade names ("Marks") of the other party. All representations of Fiddlesticks Marks you use must be an exact copy of those used by Fiddlesticks or must first be submitted to Fiddlesticks for approval. You must not use the Fiddlesticks Marks in any manner that would be inconsistent with or damaging to our name or reputation and must cease using all Fiddlesticks marks upon request or upon termination of the Program or your participation in the Program. All submissions and all comments, testimonials, suggestions, ideas, notes, drawings, photographs, concepts, or other information disclosed or offered to Fiddlesticks will be deemed to be non-confidential and will be and remain the property of Fiddlesticks and will not be returned. Further, Fiddlesticks will be free to use, without any additional compensation, any of the foregoing for any purpose, including, but not limited to, for publication or developing and marketing product and services.

**3. No Warranties, Exculpation.** Fiddlesticks makes no representations or warranties, express, implied, statutory or otherwise, with respect to the Program or as to any matter whatsoever, and disclaims all warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement. Fiddlesticks will not be liable for any damages whatsoever, including, without limitation, direct or indirect damages, incidental, special or consequential damages, loss of profits or revenue, interruption of business, in any way arising out of or related to the Program, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if Fiddlesticks has been advised of the possibility of such damages.

**4. Termination of Program, Other Program Rules.** Fiddlesticks reserves the right to cancel or alter the terms of the Program at any time and without advance notice. The Program is void wherever prohibited, and subject to all applicable federal, state and local laws. You may not assign your right to participate in or receive funds under the Program. The Program and these rules will be governed by the laws of the State of California and any disputes arising out of the Program will be held in a court of competent jurisdiction located in San Francisco, California. All decisions as to the amounts of contributions to your school, the duration of the Program and all other matters related to the Program will be made by Fiddlesticks in its sole discretion and are final and binding.

"I have read and agree to the rules, terms and conditions of the Fiddlesticks Give-Back to Schools Program."

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Signature

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Print name and Title