## thrivent<sup>®</sup>

## Thrivent Choice®

## Terms and Conditions for organizations receiving Choice Dollars® Grant Funds

Agreement with all the following Terms and Conditions is a condition for all organizations applying for eligibility to receive funds from the Choice Dollars part of the Thrivent Choice Program.

- 1. Parties to Terms and Conditions. This is an agreement between Thrivent Financial for Lutherans ("Thrivent") and an organization ("Organization") that desires to receive Choice Dollars Grant Funds from Thrivent.
- 2. Nature of Thrivent Choice Program. Thrivent Choice is a member-advised charitable grant program of Thrivent and its local branches ("Thrivent Member Networks") in which clients with membership in Thrivent who meet program eligibility requirements ("Clients with Membership") help Thrivent effectively distribute program funds among eligible organizations. The Choice Dollars component of Thrivent Choice has its own eligibility requirements:

"Choice Dollars" is a mechanism by which participating Clients with Membership in Thrivent can recommend to Thrivent how a designated amount of grant funds should be distributed. Participating Clients with Membership make this recommendation by "directing" Choice Dollars.

Amounts paid to Organization pursuant to the Choice Dollars part of Thrivent Choice are referred to in these Terms and Conditions as "Choice Dollars Grant Funds."

3. Terms and Conditions and Program Rules. Thrivent adopts Terms and Conditions as well as other Program Rules for Thrivent Choice at its sole discretion. Thrivent may change, limit, modify, cancel or revoke Thrivent Choice and/or Terms and Conditions and/or other Program Rules at any time and for any reason, with or without notice, and Organization agrees with any such changes as a condition of its eligibility to continue to receive Choice Dollars Grant Funds. Thrivent has sole discretion to interpret and enforce these Terms and Conditions and any Program Rules.

## 4. Eligibility requirements.

All recipients of Choice Dollars Grant Funds must:

- Be an incorporated nonprofit organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.
- Be domiciled and operational in the United States.
- Be approved by a local branch to be eligible to receive Choice Dollars Grant Funds.
- Be an independent fiscal organization with a bank account to receive electronic funds transfers (EFT).
- Agree and comply with these Terms and Conditions and any Program Rules adopted by Thrivent, as well as any changes to the Terms and Conditions or Program Rules.

In addition, the following organizations are ineligible:

- Organizations whose principal purpose is to influence law, policy, church doctrine or church practice.
- Non-religious organizations that have a policy of discrimination based on race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran or disability status.

Thrivent and its branches have total discretion to determine whether or not any organization is eligible to receive Choice Dollars Grant Funds, for any reason.

- 5. Eligibility of Organization. If Organization is determined by Thrivent and its local branches to be eligible to receive Choice Dollars Grant Funds after application by Organization, Organization will continue to be eligible to receive Choice Dollars Grant Funds unless/until: (a) its eligibility to receive such funds is terminated by Organization or by Thrivent; (b) Organization no longer meets all the eligibility criteria stated in Section 4; or (c) the Choice Dollars program is terminated. Organization may discontinue its eligibility to receive Choice Dollars Grant Funds at any time and for any reason by providing written notice to Thrivent that it no longer desires to receive Choice Dollars Grant Funds. Thrivent may terminate the eligibility of Organization to receive Choice Dollars Grant Funds at any time and for any reason, with or without notice to Organization. Thrivent may notify Organization if its eligibility is terminated by Thrivent within a reasonable time after termination, but such notification is not required as a condition of termination of eligibility. Sections 7, 8, 9 and 14 of these Terms and Conditions shall remain in effect with respect to use of the names and addresses of Clients with Membership and Choice Dollars Grant Funds received by Organization from Thrivent prior to termination of Organization's eligibility to receive Choice Dollars Grant Funds.
- **6. No guarantee that funds will be paid to Organization.** Thrivent does not represent or guarantee that Organization will receive any amount of Choice Dollars Grant Funds.
  - **A. Annual and recipient funding limitations.** Thrivent Choice is funded on a year-to-year basis with a defined budget allocation, and funds may not be available to provide Choice Dollars Grant Funds for all Choice Dollars that are directed by Clients with Membership. Thrivent may establish maximum funding limitations for organizations receiving Choice Dollars Grant Funds.
  - **B. Termination or modification of Thrivent Choice.** Thrivent may terminate or modify any part of Thrivent Choice at any time and for any reason, with or without notice to Organization.
  - **C. Directions.** Clients with Membership have no obligation to provide direction for any Choice Dollars and may discontinue providing direction at any time and for any reason.
  - **D. Termination of eligibility of participating Organization.** Thrivent may terminate eligibility of Organization to receive Choice Dollars Grant Funds as stated in Section 5.
  - **E. All payment at discretion of Thrivent.** Thrivent retains total discretion as to whether or how all Choice Dollars Grant Funds are distributed. Any "direction" that Clients with Membership provide to Thrivent for payment of Choice Dollars to Organization is a request and recommendation to Thrivent regarding the use of the funds, which Thrivent is not legally obligated to approve or follow. Organization will not have any ownership rights in any Choice Dollars, and will only own funds that are actually paid by Thrivent to Organization as Choice Dollars Grant Funds in accordance with these Terms and Conditions. Words such as "direct," "receive," "your," "choose," "choice," "balance," or similar terms that may be used in communications to describe Thrivent Choice and client participation in Thrivent Choice do not cause Organization to have any ownership rights in any Choice Dollars or provide any right to Organization to receive any funds.
- 7. Use of Thrivent Choice Dollars Grant Funds. All Choice Dollars Grant Funds paid to Organization are to be used exclusively to carry out the religious, charitable or educational purposes of Organization, and not to influence law, policy, church doctrine or church practice. Organization is prohibited from using any Choice Dollars Grant Funds to (1) satisfy, offset or reduce any part of the pledge, liability or other obligation of any person or entity; or (2) make any payment to or provide any other economic benefit to any person in exchange for or in connection with the direction of Choice Dollars to Organization or to any other entity.
- 8. Record keeping and audit. Organization agrees to maintain records of receipt and use of Choice Dollars Grant Funds for at least three years after receipt of these funds. Compliance with these Terms and Conditions, including but not limited to the restrictions stated in Section 7 of these Terms and Conditions, is subject to audit by Thrivent or an independent auditor designated by Thrivent. Organization is subject to random or targeted auditing with respect to its compliance with these Terms and Conditions, and Organization agrees to fully cooperate in any such audit.

- **9. Corrective action.** If Thrivent determines that Organization has failed to comply with any of these Terms and Conditions, including the use of restrictions stated in Section 7, Thrivent may, at its option, take immediate corrective action, including disqualification of Organization from eligibility to receive Choice Dollars Grant Funds and/or recovery of Choice Dollars Grant Funds that were not used according to these Terms and Conditions.
- 10. Designation of administrator for participating Organization. Organization agrees to designate one individual as the primary contact person for Thrivent and the person responsible for administering Choice Dollars Grant Funds and performing duties as may be described in these Terms and Conditions and/ or Program Rules. Organization may change the designated primary contact person by providing written notification of the change to Thrivent, 4321 N. Ballard Rd., Appleton, WI 54919, including the name and telephone number of the successor primary contact person. Organization may also designate a secondary contact person by providing Thrivent with the person's name and telephone number.
- **11. Public acknowledgment.** Organization agrees to publicly acknowledge its receipt of Choice Dollars Grant Funds at least annually. Prominent public acknowledgment is an expectation of Thrivent since it helps the Thrivent membership and others become more aware of the good being done by Thrivent to support nonprofit organizations and other community efforts.
- **12. Bank account information.** Organization agrees to provide bank account and related identification information requested by Thrivent to enable Thrivent and its service providers to provide electronic payment to Organization, and to notify Thrivent of any change in this information. Organization further agrees that Thrivent may share this information with its service providers, as necessary, to carry out these purposes.
- **13. Use of information regarding Organization.** Organization agrees that Thrivent may use the name and logo of Organization and a description of the purpose of Organization in connection with implementing the Thrivent Choice® Program. Organization also agrees that Thrivent may include the amount of Choice Dollars Grant Funds received by Organization in reports and other communications.
- 14. Use of names of Clients with Membership. Thrivent may provide Organization with the names and addresses of Clients with Membership who have directed funds to Organization so that Organization will be informed of which Clients with Membership have requested that Thrivent provide Choice Dollars Grant Funds to Organization by directing Choice Dollars to Organization. Thrivent may also provide names and addresses of Clients with Membership who have recommended that Organization become an eligible recipient of Choice Dollars® Grant Funds. Organization agrees not to sell or otherwise transfer lists of names and addresses obtained from Thrivent to other persons or organizations.

