



Donation Program Overview

Estée Lauder contributes products to nonprofits that support programs addressing health and human services, education, the environment and the arts in the US. Gifts In Kind International, the world’s leading organization in the field of product philanthropy, manages the donation program. All 501(c)(3) nonprofit organizations which fulfill the criteria outlined below and are interested in receiving a donation from Estée Lauder should complete this application and return it to Gifts in Kind International.

Eligibility Guidelines

If your organization provides services in one of the program focus areas noted above, please review and complete this application to be considered to receive a contribution of products from Estée Lauder. Organizations qualified to receive product contributions must:

- Support programs addressing health and human services, education, the environment or the arts.
- **Mark through the bar code and stamping the letter ‘D’** on each item with a permanent marker prior to distribution.
- Only distribute product in a quantity suitable for personal use. (Not more than 5 items per individual.)
- Not advocate, support or practice discrimination based on race, religion, age, national origin, language, sex, sexual preference, or physical handicap. (Organizations must include a copy of their organization’s non-discrimination policy with this application.)
- Use the products for its charitable purpose and not sell trade, barter, or auction any of the goods donated.
- Only distribute the products in local community and not ship product outside of the US.

Description of Available Products

The donation may include cosmetics, gift items, lotions, and toiletries or other Estée Lauder, Clinique, Origins, Aramis, Tommy Hilfiger and/or Prescriptives products.

It is important to note that products are given in “as is” condition with no warranties expressed or implied. We cannot guarantee specific items, sizes, styles, or colors. By completing, signing and submitting this application your organization agrees to this condition.

EACH CHARITY MAY RECEIVE A MAXIMUM OF 5 CARTONS PER THREE-MONTH PERIOD.

Organization’s Service Area

- | | |
|--|--|
| <input type="checkbox"/> Environment | <input type="checkbox"/> Youth Development |
| <input type="checkbox"/> Education | <input type="checkbox"/> Community Services |
| <input type="checkbox"/> Housing/Homeless | <input type="checkbox"/> Medical Care Facilities |
| <input type="checkbox"/> Civic/Cultural Issues | |

List the agencies will your organization serve this year?

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Gifts In Kind Registration # _____
Mandatory for charities registered with Gifts In Kind

EIN # _____
Mandatory for ALL charities

Registered Charity Address	Ship to Address
Legal Name of Registered Charity	Legal Name of Organization
Street Address	Street Address (No PO Boxes)
City, State/Province, Zip/Postal Code	City, State/Province, Zip/Postal Code
Contact Person	Contact Person
Phone Number	Phone Number
Fax Number	Fax Number
E-mail	E-mail

NOTE: When filling out this section be sure that the item description *and* item number match the products you wish to receive.

Unit of Measure	Item Number and Description	Quantity Requested	Administrative Fee	Fee Paid
Add an additional 20% for shipments to Alaska, Hawaii, Puerto Rico and Virgin Islands				

If you are a nonprofit 501(c)(3) organization or U.S. Indian Reservation (with annual revenue less than \$1million) and are not currently registered with Gifts In Kind International, please add \$150 to cover registration through December 31, 2009. If your annual revenue is more than \$1million, your registration fee is \$300. Please include a copy of your organization's 501(c)(3) tax determination letter, mission statement, list of board of directors, and your most recent audited financial statement or 990 Form.

Total Administrative Fee	\$
Total Order Fee	\$

Make payable to Gifts In Kind International

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	<input type="checkbox"/> Wire Transfer	<input type="checkbox"/> Attached GIKI Credit Voucher	<input type="checkbox"/> Enclosed Check – Number _____ Amount _____
Card Number				Exp. Date /		Billing Zip Code

Signature

Name as it appears on the card



DONATION ACCEPTANCE AGREEMENT

Read carefully and sign below. **Note: This section must be read and signed by an authorized representative of the requesting organization.** Gifts In Kind International reserves the right to terminate your organization’s registration if your organization does not meet the basic requirements or violates any of the conditions listed below. *Your organization represents the following:*

1. It is an organization described in Section 501(c)(3) of the Federal Internal Revenue Code or a recognized U.S. Indian reservation; and/or is exempt under Section 501(c)(3); and is not a private foundation (other than an operating foundation described in Section 4942(j)(3)).
2. The goods will be used solely for the care of the ill, needy or youth (as those terms are defined in applicable U.S. Treasury regulations).
3. The use of the goods will be related to the purpose of the organization that makes it tax exempt.
4. The use of donated goods does not authorize the organization to sell, trade, barter or otherwise transfer the donated goods for money, property or services performed in order to operate or related to the operation of its offices which includes the sale, trade, bartering or otherwise transfer of the goods to pay any administrative fee to Gifts In Kind International or any shipping charges related or not related to the procurement of donated goods or be used to provide community services as noted in the organization’s goals. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores, on Web sites, in flea markets, or in any other manner. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief. Gifts In Kind International reserves the right to limit, restrict or terminate any order of donations requested by your organization at any time without cause and without notice.
5. The organization agrees to maintain adequate books and records of these donations as required by applicable tax regulations and to make such records available upon request to Gifts In Kind International and/or the Internal Revenue Service. The organization agrees to provide complete substantiation of its distribution of all product donations to the Internal Revenue Service and Gifts In Kind International promptly upon request.
6. Non-compete agreement: The primary business of Gifts In Kind International is the coordination of donor efforts to donate goods for charitable purposes. The continuation of Gifts In Kind International’s primary business depends upon recipient organizations refraining from soliciting donations from Gifts In Kind International’s donors. Gifts In Kind International and recipient organization agree that recipient organization’s solicitation of Gifts In Kind International donors without Gifts In Kind International’s prior approval is improper and contravenes the purpose of the Gifts In Kind International -recipient organization relationship formed in this Agreement.
7. The goods cannot be transferred to other nonprofit organizations (or attempt to be transferred) by the organization in exchange for money, property or other services.
8. Anytime during the probation or active period of this agreement, at Gifts In Kind International’s expense, your organization and members of its staff, may be subject to a thorough background check. Your organization and staff must fully comply with any requests made by Gifts In Kind International pertaining to information or data needed to conduct a background check.
9. This agreement is construed according to the laws of Virginia.
10. Any goods received from Gifts In Kind International will not be used with the intent or knowledge to commit a terrorist act(s).

Breach of any of your organization’s obligations as stated above will entitle Gifts In Kind International to rescind this agreement and recover any and all such goods donated. In this connection, your organization agrees that the remedy of money damages is not exclusive and is inadequate and that Gifts In Kind International will be immediately and irreparably damaged by any such breach. In such event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of Gifts In Kind International and further consents to a temporary, preliminary and permanent injunction in favor of Gifts In Kind International, forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to Gifts In Kind International, as it directs. Your organization agrees to pay Gifts In Kind International in full for any Expenses, including legal fees, incurred in connection with investigating, preparing for, litigating, or settling any action brought under any breach of an obligation stated above.

Signature of Chief Executive

Print Name

Print Title

Date

The Relationship Management Team Member who helped me with this request:

- Lena Lenore Layale George Lindsay Other _____

Complete and send this signed application, required documentation, and administrative fee to: Gifts In Kind International, 333 North Fairfax Street, Suite 100, Alexandria, VA 22314. Faxed requests with credit card payment may be sent to 877-798-3192.