

## **Thrivent Choice<sup>SM</sup> Terms and Conditions for Organizations Receiving Choice Dollars<sup>SM</sup> Grant Funds**

*Agreement with all of 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 & Conditions.** This is an agreement between Thrivent Financial for Lutherans, ("Thrivent Financial") and an organization ("Organization") that desires to receive Choice Dollars Grant Funds from Thrivent Financial.
  
- 2. Nature of Thrivent Choice Program.** Thrivent Choice is a member-advised charitable grant program of Thrivent Financial for Lutherans ("Thrivent Financial") and its local branches ("chapters") in which members of Thrivent Financial who meet program eligibility requirements ("Members") help Thrivent Financial effectively allocate program funds among eligible organizations. Thrivent Choice has two components, each with its own eligibility requirements:
  - (1) "Choice Dollars," by which participating Members of Thrivent Financial recommend to Thrivent Financial how a designated amount of funds, called "Choice Dollars", should be distributed by "directing" these "Choice Dollars"; and
  - (2) "Voting Events," by which participating Members vote as to which of several organizations selected by Thrivent Financial and its local chapters should receive a portion of a designated amount of funds.

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

- 3. Terms & Conditions and Program Rules.** Thrivent Financial adopts Terms & Conditions as well as other Program Rules for Thrivent Choice at its sole discretion. Thrivent Financial 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 Financial has sole discretion to interpret and enforce these Terms & Conditions and any Program Rules.

- 4. Eligibility Requirements.** All recipients of Choice Dollars Grant Funds must: (1) be incorporated nonprofit organizations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; (2) officially recognized as affiliated with a Lutheran church body or clearly identified and governed as a Lutheran organization; (3) be domiciled and operational in the United States; (4) employ at least one year-round staff person; (5) be approved by Thrivent Financial and by a local chapter of Thrivent Financial to be eligible to receive Choice Dollars Grant Funds, (6) comply with Thrivent Financial's Policy on Grants and Gifts), (7) be an independent fiscal organization with its own unique bank account to receive electronic funds transfers (EFT) and (8) agree and comply with these Terms & Conditions and any Program Rules adopted by Thrivent Financial, as well as any changes to the Terms & Condition or Program Rules. Thrivent Financial and its chapters have total discretion to determine whether or not any organization is eligible to receive Choice Dollars Grant Funds.
- 5. Eligibility of Organization.** If Organization is determined by Thrivent Financial 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 Financial, (b) Organization no longer meets all of the eligibility criteria stated in Section 4, or (c) the Choice Dollars program is terminated. Organization may discontinue its eligibility to receive Choice Dollars Grants at any time and for any reason by providing written notice to Thrivent Financial that it no longer desires to receive Choice Dollars Grant Funds. Thrivent Financial 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 Financial will notify Organization if its eligibility is terminated by Thrivent Financial within a reasonable time after termination of eligibility by Thrivent Financial, but such notification is not required as a condition of termination of eligibility. Sections 7, 8, 9, and 14 of these Terms & Conditions shall remain in effect with respect to use of Member names and Choice Dollars Grant Funds received by Organization from Thrivent Financial prior to termination of Organization's eligibility to receive Choice Dollars Grant Funds.
- 6. No Guarantee that Funds Will be Paid to Organization.** Thrivent Financial 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 Thrivent Choice Dollars that are directed by Members. Thrivent Financial may establish maximum funding limitations for organizations receiving Choice Dollars Grant Funds.
- B. Termination or Modification of Thrivent Choice.** Thrivent Financial may terminate or modify any part of Thrivent Choice at any time, and for any reason, with or without notice to Organization.
- C. Member Direction.** Members 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 Financial may terminate eligibility of Organization to receive Choice Dollars Grant Funds as stated in Section 5.

***E. All Payment at Discretion of Thrivent Financial.*** Thrivent Financial retains total discretion as to whether or how all Choice funds are distributed. Any "direction" that Members provide to Thrivent Financial for payment of Choice Dollars to Organization is a request and recommendation to Thrivent Financial regarding the use of the funds which Thrivent Financial 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 Financial to Organization as Choice Dollars Grant Funds in accordance with these Terms & Conditions. Words such as "direct" "receive" "your" "choose" "choice" "balance" or similar terms that may be used in communications to describe Thrivent Choice and Member 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, and/or educational purposes of Organization. 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 & Conditions, including but not limited to the restrictions stated in Section 7 of these Terms & Conditions, is subject to audit by Thrivent Financial or an independent auditor designated by Thrivent Financial. Organization is subject to random or targeted auditing with respect to its compliance with these Terms & Conditions and Organization agrees to fully cooperate in any such audit.
- 9. Corrective Action.** If Thrivent Financial determines that Organization has failed to comply with any of these Terms & Conditions, including the use restrictions stated in Section 7, Thrivent Financial 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 & Conditions.
- 10. Designation of Administrator for Participating Organization.** Organization agrees to designate one individual as the primary contact person for Thrivent Financial and the person responsible for administering Choice Dollars Grant Funds and performing duties as may be described in these Terms & Conditions and/or Program Rules. Organization may change the designated primary contact person by providing written notification of the change to Thrivent Financial, 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 Financial 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 acknowledgement is an expectation of Thrivent Financial since it helps Thrivent Financial members and others become more aware of the good being done by Thrivent Financial to support Lutheran organizations and other community efforts.
  
12. **Bank Account Information.** Organization agrees to provide bank account information requested by Thrivent Financial to enable Thrivent Financial to provide electronic payment of Choice Dollars Grant Funds to Organization, and notify Thrivent Financial of any change in the bank account information that it has provided to Thrivent Financial.
  
13. **Use of Information Regarding Organization.** Organization agrees that Thrivent Financial 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 Financial may include the amount of Choice Dollars Grant Funds received by Organization in reports and other communications.
  
14. **Use of Names of Members.** Thrivent Financial may provide Organization with the names of Members who have directed funds to Organization so that Organization will be informed of which Members have requested that Thrivent Financial provide Choice Dollars Grant Funds Dollars to Organization by directing Choice Dollars to Organization. Thrivent Financial may also provide names of members of Thrivent Financial 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 obtained from Thrivent Financial to other persons or organizations.



Appleton, Wisconsin • Minneapolis, Minnesota  
Thrivent.com • 800-THRIVENT (800-847-4836)