

Terms and Conditions

The Mississippi Gift Flag Program

Date Published: 11-15-17

Version 1 of 1

This document affects your legal rights. Please read it carefully.

This document contains a binding ARBITRATION AGREEMENT requiring disputes to be resolved by arbitration and not in a court of law or trial by jury.

1. General

1. By participating in any way in the Mississippi Gift Flag Program (hereinafter "MGFP") of Dixie Alliance, Inc. You consent to and agree to be bound by these Terms and Conditions hereinafter also known as the Agreement which includes a binding arbitration agreement.
2. Dixie Alliance, Inc. (hereinafter referred to as "We", "Our", and "Us") owns and operates MGFP described herein and in documents, electronic media and software produced by Us.
3. We take reasonable precautions to protect the names, addresses, contact information, purchase records, and other data provided by or linked to Users and others and We only provide, without notice to you, such information to persons and other entities with a need to know at Our discretion or as required by law, rule, judicial decree or in Our good faith belief that such action is justified in order to:
 - a. Conform to the edicts of the law or comply with legal process served on Our affiliates, an individual, or Us, at Our discretion.
 - b. Protect and defend Our rights and property or the rights and property of Our affiliates or an individual or other entities, at Our discretion.
 - c. Act under exigent circumstances to protect Our safety or the safety of Our affiliates or an individual or other entity, at Our discretion.
4. At Our discretion, third party vendors and contractors that We employ have access to the names, addresses, contact information, purchases, purchase records, and any other data provided by or linked to Users of MGFP when those vendors and contractors need such data to perform work for Us.
5. We do not sell, loan or exchange names, addresses, contact information, purchases, purchase records, and other data provided by Users and others.
6. We make a reasonable effort to employ reputable vendors and people to process credit card, debit card, and other banking and financial transactions. We are not responsible for any act, failure to act, error, omission, or security breach directly or indirectly caused by or involving any vendor, person, or other entity. We are not responsible for the terms of use, privacy policy or any other policy or procedure of any vendor, person, or other entity.

2. Donations & Expenditures

1. We use the products and services of the vendors and contractors of Our choice and discretion to administer and advance MGFP.
2. Donations to the treasury of MGFP are expended by Us to cover expenses directly related to MGFP at Our discretion.
3. Donations to MGFP are not tax deductible.
4. We maintain a record of donations to and expenditures from the treasury of MGFP and make the record available, without notice to You, from time to time to persons and other entities with a need to know at Our discretion or as required by law, rule, judicial decree or in Our good faith belief that such action is justified in order to:

- a. Conform to the edicts of the law or comply with legal process served on Our affiliates, an individual, or Us, at Our discretion.
 - b. Protect and defend Our rights and property or the rights and property of Our affiliates or an individual or other entities, at Our discretion.
 - c. Act under exigent circumstances to protect Our safety or the safety of Our affiliates or an individual or other entity, at Our discretion.
5. Examples of expenses directly related to MGFP include but are not limited to the following:
- a. Procurement, processing, and communications pertaining to nominations;
 - b. Procurement and management of donations;
 - c. Procurement of Mississippi flags;
 - d. Distribution of free Mississippi flags as gifts;
 - e. Marketing and promotional expenses including video, audio, print and electronic media;
 - f. Postage, shipping, storage, display, clerical, operational, management and legal expenses;
 - g. Taxes, licenses, fees, fines and penalties;
 - h. Any expenses that in Our sole discretion are, were, or will be directly related to MGFP or are created at any time because of MGFP.

3. Nomination & Selection of Recipients

1. We reserve the right to recognize and process only those nominations submitted to Us through the channels and methods of Our choice.
2. We reserve the right to reject a nomination that is incomplete, illegible, appears fraudulent or is in fact fraudulent.
3. We reserve the right to reject a nomination if the person submitting the nomination cannot be verified by the methods of Our choice.
4. At Our discretion, when We feel there are sufficient funds in treasury of MGFP, We contact nominees to solicit their agreement to fly the 1894 version of the Mississippi flag provided as a gift (hereinafter referred to as a Gift Flag) on an outdoor flagpole suitable to Us, for a period of at least one year or until the flag looks worn or ceases to be recognized as the official flag of Mississippi.
5. Nominees who agree to fly a Gift Flag in a manner suitable to Us are eligible to receive a Gift Flag. Nominees may specify the size and quality of the Gift Flags they prefer, but We have the right to provide the sizes and qualities of Our choice.
6. At Our discretion, when We feel there are sufficient funds in the treasury of MGFP We select Gift Flag recipients from among eligible nominees.
7. We may offer nominees an option to purchase a flag rather than receive a Gift Flag.
8. We are not responsible for any actions or failures to act by any recipient of a Gift Flag.
9. We neither express nor imply any warranty that nominees or recipients of a Gift Flags will honor agreements or fulfill commitments made to Us regarding Gift Flags.
10. We neither express nor imply any warranty that We attempt to verify the compliance of agreements made to Us by Gift Flag nominees or recipients.
11. We neither express nor imply any warranty that We enforce or take action against nominees or recipients found to be in non-compliance with agreements made to Us by Gift Flag nominees or recipients.
12. At Our discretion We reserve the right to contact any nominee or recipient of a Gift Flag to discuss any matter directly or indirectly related to MGFP and FAM.

4. Cancellation

1. Cancellation of MGFP shall be digitally posted on one or more of Our Internet websites and other electronic media and software, and any one such posting at any location shall be sufficient notification to all Users of and participants in MGFP for all intents and purposes.
2. We reserve the right to cancel MGFP and stop accepting nominations and donations and stop providing Gift Flags if the 1894 flag of Mississippi is no longer the official Mississippi flag recognized by law or statute.
3. If We cancel MGFP for the reason described in item 2 above, money remaining in the treasury of MGFP at the time of such stoppage shall be diverted into the general fund of Dixie Alliance,

Inc. and/or at Our discretion refunded to donors. If money remains in the treasury of MGFP and if We choose to send refunds to donors, refunds shall be sent to the most recent donors first, each in succession, until no money remains in the treasury of MGFP subject to section “5 Refunds and Eligibility”.

4. We reserve the right to cancel MGFP and stop accepting nominations and donations and stop providing Gift Flags for any reason or for no reason at all at Our discretion.
5. If We cancel MGFP for the reason described in item 4 above, We shall refund money in the treasury of MGFP at the time of such stoppage. While money remains, refunds shall be sent to the most recent donors first, each in succession, until no money remains in the MGFP treasury subject to section “5 Refunds and Eligibility”.

5. Refunds and Eligibility

1. Any refunding process as a result of cancellation of MGFP shall begin within 90 days of such cancellation.
2. A donor to MGFP has no right or privilege to receive a refund except as provided for herein and in section “4 Cancellation”.
3. Only a donor to MGFP, and not any other type of participant in MGFP, has a right or privilege to receive a refund and only as provided for in section “4 Cancellation”.
4. Expenditures from the treasury of MGFP prior to cancellation of MGFP are not available for refunding.
5. A donor who does not provide an accurate and current mailing address forfeits the right and privilege to receive a refund.
6. No donor is entitled to receive a refund that is greater than the donation he/she made.
7. A refund shall be sent by regular mail as a check or money order payable to the donor at his/her address of record.
8. A refund that is returned to Us for any reason whatsoever or remains unredeemed for a period of 180 days shall be void and the amount of such refund shall be returned to the treasury of MGFP.
9. At Our discretion, any donor whose refund check is returned to Us or remains unredeemed for a period of 180 days shall forfeit all rights and privileges to receive a refund.
10. After We have made reasonable attempts to send refunds to all legitimate donors as described in this Agreement, any remaining money in the treasury of the MGFP shall be added to the General Fund of Dixie Alliance, Inc. and used in any way We choose.

6. Arbitration

1. Any claim, dispute, or controversy arising out of or in connection with or relating to this Agreement or the breach or alleged breach thereof shall be submitted to binding arbitration in the City of Ridgeland, State of Mississippi in the United States of America, before a panel of three (3) arbitrators. Each side shall select one arbitrator, and if the parties cannot agree on a third arbitrator, the two previously chosen shall select the third arbitrator. The administrator of such arbitration may be chosen by agreement of the parties, and if none, by the arbitrators.
2. Regardless of your religion, beliefs or feelings, the Rules of Arbitration of the Institute of Christian Conciliation shall be used.
3. The decision or award of the arbitrators shall be binding upon the parties and may be enforced in any court having jurisdiction in accordance with this Agreement. In the event of any dispute arising out of or relating to this Agreement, Your sole remedy shall be an action for damages at law, arbitrated pursuant to the arbitration provisions of this Agreement.
4. You expressly waive any and all equitable rights You may have hereunder and in no event shall You have any right to enjoin, rescind, terminate or otherwise interfere with the promotion, advertising, marketing, publicity, sales or any other activity of MGFP.
5. No failure by either party to fulfill any of its obligations hereunder shall constitute a breach of this Agreement by such party unless and until the non-breaching party has provided the breaching party with written notice specifying such failure(s) and the breaching party has failed to cure such breach within thirty (30) days (unless a different number of days is specified in this Agreement) after receipt of such notice.

6. In the event of litigation brought with respect to this Agreement, the prevailing party shall be entitled to recover all costs and expenses of such arbitration proceedings and litigation, as the case may be, including reasonable attorney fees.

7. Entire Agreement, Future Changes and Updates

1. These Terms and Conditions contain the entire Agreement between Users of and participants in MGFP and Us.
2. We may amend this Agreement at any time without the consent, agreement or notification of any User of and any participant in MGFP or FAM.
3. This Agreement and shall be posted digitally on one or more of the Internet websites and other electronic media and software of FAM and any one such posting at any location shall be deemed sufficient for all intents and purposes.
4. You agree that all agreements, notices, disclosures, terms and conditions, and other communications that we provide to you digitally satisfy any legal requirement that such communications be made in written form.

8. Waiver

No failure or delay by Us in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

9. Severability

In the event that any provision of this Agreement, or the application thereof, to any extent be held invalid or unenforceable by a court of competent jurisdiction, it is the expressed intent of the parties hereto that the remaining provisions, or the alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or in equity. If any provision of this Agreement shall be found unenforceable, You and We expressly authorize the court considering the matter to reform such provision to the extent necessary to make the same enforceable and to carry out the intent of the parties as expressed in the language of this Agreement as nearly as possible.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for all actions arising either in equity or at law with regard to this Agreement shall be vested exclusively in an appropriate court sitting in Madison County Mississippi and if appealed to a higher court such court shall be within the confines of the State of Mississippi.