United Way of Utah County Sub for Santa Terms and Conditions

Effective Date: September 4, 2026

These Terms and Conditions ("Terms") govern participation in the United Way of Utah County Sub for Santa program ("Sub for Santa," "Program," "we," "us," or "our").

By submitting an application or participating in Sub for Santa, you agree to these Terms and the Sub for Santa Privacy Policy.

1. About Sub for Santa

Sub for Santa is a holiday assistance program operated by United Way of Utah County.

The Program connects eligible families in Utah County with community sponsors and partners who provide holiday gifts and related assistance.

Sub for Santa is dependent upon available sponsors, donors, volunteers, partners, and Program resources.

Submitting an application does not guarantee acceptance into the Program or receipt of assistance.

2. Geographic Eligibility

Sub for Santa is limited to individuals and families who meet the Program's geographic requirements for **Utah County, Utah**.

United Way of Utah County may request information necessary to verify residency.

3. Program Eligibility

Eligibility is determined by United Way of Utah County based on numerous factors and the circumstances presented in each application.

Factors may include, but are not limited to:

- Household circumstances
- Financial circumstances
- Household income and expenses
- Household composition
- Children's ages
- Residency
- Unusual or extenuating circumstances

- Prior participation
- Available Program resources
- Other information relevant to determining Program eligibility

No individual factor automatically guarantees eligibility.

United Way of Utah County reserves the right to determine eligibility based on the information available and the resources available for the applicable Program year.

4. Family Applications

Families must complete the Sub for Santa application process established for the applicable Program year.

Applicants are responsible for providing complete and accurate information.

United Way of Utah County may request additional information or documentation when necessary to evaluate an application.

Failure to provide requested information may delay or prevent an eligibility determination.

5. Annual Applications

Sub for Santa operates on an annual basis.

Families who wish to participate in a subsequent Program year must submit a new application.

Participation in a prior year does not guarantee acceptance in a subsequent year.

6. Required Email Address

A valid email address is required for Sub for Santa applicants.

Email may be used for important Program communications, including application information, Program status, reminders, deadlines, and other communications related to participation.

7. Optional Text Messaging

Sub for Santa may offer text-message communications to families, sponsors, Golden Angel partners, and other Program partners.

Text-message consent is optional.

An individual does not have to agree to receive text messages in order to:

- Submit a family application
- Participate in Sub for Santa

- Receive Sub for Santa assistance
- Sponsor a family
- Participate as a Golden Angel partner
- Participate as another Program partner

Declining SMS consent will not prevent an individual from completing the applicable application or participating in the Program.

8. SMS Consent

Individuals who want to receive Sub for Santa text messages must affirmatively opt in through the designated SMS consent process.

Providing a mobile telephone number does not, by itself, constitute consent to receive text messages.

SMS consent is separate from acceptance of these Terms and the Privacy Policy.

Text Messages May Include:

- Program status and updates
- Application updates
- Questions or requests for information
- Event reminders
- Deadlines and important dates
- Gift delivery reminders
- Delivery scheduling and coordination
- Pickup or drop-off information
- General Program announcements
- Other communications related to the administration or participation in Sub for Santa

Text messages may be automated or manually sent by authorized United Way of Utah County staff or Program representatives using the Sub for Santa database and Twilio messaging platform.

Message frequency varies.

Message and data rates may apply.

9. SMS Opt-Out

Individuals may opt out of text messages at any time by replying **STOP** to a Sub for Santa text message.

Individuals may also contact Sub for Santa directly to request that text messaging be discontinued.

After opting out, an individual may receive a confirmation message. Additional text messages will not be sent unless the individual subsequently provides new consent.

For assistance, reply **HELP** or contact Sub for Santa using the contact information provided on the Program website.

10. Annual SMS Consent

SMS consent applies only to the Program year in which the consent is provided.

Because Sub for Santa applications are cleared at the conclusion of each Program year, SMS consent does not automatically carry over to a subsequent Program year.

Families must affirmatively opt in to text messages again when submitting a new application for a future Program year.

11. Family Information Shared With Sponsors

Families understand that Sub for Santa connects eligible families with community sponsors.

To facilitate gifting and delivery, United Way of Utah County may provide an assigned sponsor with basic family information reasonably necessary to fulfill the sponsorship.

This information may include children's first names, ages, gift preferences, sizes, and information necessary to coordinate gift delivery or pickup.

Sponsors are expected to protect the privacy of participating families and use information received through Sub for Santa only for Program-related purposes.

Sponsors may not use family information for unrelated marketing, solicitation, or other purposes outside the Program.

12. Sponsor Participation

Sponsors agree to:

- Provide accurate contact information
- Follow Program instructions
- Respect the privacy of participating families
- Use family information only for Sub for Santa purposes
- Communicate appropriately with families
- Follow Program requirements regarding gifting and delivery
- Coordinate with Sub for Santa staff when questions or concerns arise

United Way of Utah County may establish additional sponsor requirements or procedures as necessary.

13. Golden Angel and Partner Participation

Golden Angel partners and other Program partners agree to provide accurate information and follow the procedures established by United Way of Utah County for their participation.

Partners may be contacted regarding Program status, events, deadlines, questions, coordination, delivery, scheduling, and other Program activities.

Participation may be modified or discontinued if a partner does not comply with Program requirements or engages in conduct that could compromise the safety, privacy, or integrity of the Program.

14. Accuracy of Information

Participants are responsible for ensuring that information they provide is accurate and current.

Participants should notify Sub for Santa if important contact or household information changes.

Providing false, misleading, incomplete, or fraudulent information may result in denial or discontinuation of Program participation.

15. Gifts and Assistance

Sub for Santa generally provides holiday gifts through community sponsors.

United Way of Utah County does not guarantee that every requested item will be available or provided.

Gift quantities, types, sizes, brands, values, and availability may vary.

United Way of Utah County does not guarantee any particular gift, item, monetary value, or specific outcome.

16. Program Resources

Sub for Santa operates based on available community sponsors, donations, volunteers, partners, and other resources.

United Way of Utah County may limit or modify Program assistance based on available resources.

17. Prohibited Conduct

Participants may not:

- Submit knowingly false or misleading information
- Submit fraudulent documentation
- Attempt to obtain assistance through multiple identities or fraudulent applications
- Misuse another person's account or information
- Use family or participant information for unauthorized purposes
- Harass, threaten, intimidate, or abuse staff, volunteers, sponsors, families, or partners
- Interfere with the operation or security of the Sub for Santa application or database
- Engage in conduct that compromises the safety, privacy, or integrity of the Program

United Way of Utah County may deny or discontinue participation when appropriate.

18. Account and Application Security

Participants are responsible for protecting the confidentiality of their account information and passwords.

Participants should not share passwords with unauthorized individuals.

If an individual believes their account or application has been accessed without authorization, they should notify Sub for Santa as soon as reasonably possible.

19. Third-Party Technology

Sub for Santa may use third-party technology and service providers to operate the Program.

This may include services for application management, database administration, communications, text messaging, hosting, security, and other administrative functions.

United Way of Utah County is not responsible for interruptions or failures caused by third-party services outside of its reasonable control.

20. Text Messaging Service Provider

Sub for Santa uses the **Twilio messaging platform and API** and **GoTo messaging platform** to facilitate text-message communications.

By opting in to Sub for Santa text messages, participants understand that their mobile telephone number and information necessary to process and deliver text messages may be transmitted to Twilio and GoTo as service providers acting on behalf of United Way of Utah County.

Twilio and GoTo do not receive permission through Sub for Santa to use participant mobile information for its own marketing purposes.

21. Privacy

Participation in Sub for Santa is also subject to the **United Way of Utah County Sub for Santa Privacy Policy**.

The Privacy Policy explains how personal information is collected, used, disclosed, retained, and protected.

22. Program Changes

United Way of Utah County reserves the right to modify, suspend, or discontinue the Sub for Santa Program or any portion of the Program when necessary.

This may include changes to:

- Eligibility requirements
- Application procedures
- Deadlines
- Gift distribution procedures
- Communication methods
- Sponsorship procedures
- Available assistance
- Program schedules

23. No Guarantee of Participation or Assistance

United Way of Utah County does not guarantee that:

- An application will be approved
- A family will be matched with a sponsor
- A sponsor will be matched with a particular family
- A requested gift will be available
- A particular amount or type of assistance will be provided
- The Program will operate without interruption

24. Limitation of Liability

To the extent permitted by applicable law, United Way of Utah County is not responsible for indirect, incidental, consequential, or other damages arising from participation in the Sub for Santa Program, including delays, interruptions, technical problems, sponsor availability, gift availability, utilization of gifts, or changes in Program resources.

Nothing in these Terms is intended to waive or limit any right or protection that cannot legally be waived or limited.

25. Governing Law

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-law principles.

26. Contact Information

Questions regarding Sub for Santa or these Terms may be directed to:

United Way of Utah County
Sub for Santa
148 North 100 West
Provo, Utah 84601
Phone: 801-356-6200
Email: subforsanta@unitedwayuc.org

27. Changes to These Terms

United Way of Utah County may update these Terms from time to time.

Updated Terms will be posted with a revised Effective Date.

Last Updated: September 4, 2026