NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.

NOT OPEN TO THE GENERAL PUBLIC.

Newman’s Own Foundation’s Bonus Challenge Six (hereinafter, the “Bonus Challenge”) is one of the bonus prize opportunities during the Newman’s Own Foundation $500,000 Holiday Challenge and is a sweepstakes sponsored by Newman’s Own Foundation (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). Sponsor is responsible for providing the prizes for this Bonus Challenge. The Bonus Challenge is for nonprofit organizations approved by Sponsor to participate in the Newman’s Own Foundation $500,000 Holiday Challenge (the “Challenge”) qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the Bonus Challenge is here: http://fundraising.crowdrise.com/newmans-own-holiday-challenge and the weekly bonus prize opportunities are listed here: http://newmansownholidaychallenge.crowdrisetoolkit.com/. Your participation in the Bonus Challenge means that you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise, that are final and binding in all matters related to the Bonus Challenge. THE BONUS CHALLENGE IS VOID OUTSIDE OF THE UNITED STATES, WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.


1. ELIGIBILITY:

This Bonus Challenge is open to nonprofit organizations approved by Sponsor to participate in the Challenge that have a fundraising campaign (“Campaign”) on the Website here: https://www.crowdrise.com/NewmansOwnHolidayChallenge (the “Website”) to raise eligible donations for its charitable purpose (the “Purpose”) that comply with the Official Challenge Rules, including its eligibility requirements:

Entrant Eligibility:

The Challenge is open to legal entities that are nonprofit organizations incorporated or organized within the 50 United States or the District of Columbia that meet the following requirements: (i) be classified as exempt
under Section 501(c)(3) and publicly supported under Section 509(a)(1) or (2); (ii) operate on a nondiscriminatory basis with respect to religion, gender, race, ethnicity, political beliefs, or disabilities; (iii) not support or carry out commercial, lobbying or political activities; (iv) not use litigation as a significant tool to accomplish its mission; (v) not support specific religious activities or beliefs; and (vi) not support terrorist organizations or be on anti-terrorist watch lists. All decisions regarding eligibility to receive a grant are subject to the sole and exclusive determination of the Sponsor and Rockefeller Philanthropy Advisors. Two (2) or more charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Campaign page in order to increase their odds in the Challenge. If you are an individual agreeing to these Official Rules on behalf of a legal entity (“Representative”), you represent and warrant that (i) you are an authorized representative of such entity able to legally bind such entity and (ii) have read, and hereby agree to, these Official Rules on behalf of such entity. All entries made in connection with the Challenge are governed by these Official Rules and are subject to verification of eligibility before a prize is awarded. Sponsor and CrowdRise and their respective parents, affiliate companies, subsidiaries, agents, employees, independent contractors, officers, directors, advertising and promotion agencies and anyone involved in the development or execution of the Challenge, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state and local rules and regulations apply. VOID WHERE PROHIBITED BY LAW. Entries that are submitted in connection with the Challenge will only be eligible if (i) the entrant’s Campaign, and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor’s and/or CrowdRise’s discretion, and (ii) the funds from the Campaign are being used, and will continue to be used, solely for the Purpose. You are solely responsible for ensuring that donations raised are used in accordance with the nonprofit’s charitable mission.

**Donation Eligibility:** In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Bonus Challenge, the minimum donation is $10 and the maximum donation is $10,000 per transaction. Additionally, donations must be made on the CrowdRise website at [www.crowdrise.com](http://www.crowdrise.com) (the “Website”) via the Newman’s Own Foundation $500,000 Holiday Challenge Campaign page: [http://fundraising.crowdrise.com/newmans-own-holiday-challenge](http://fundraising.crowdrise.com/newmans-own-holiday-challenge) using a credit card through CrowdRise and its third party payment processor during the Bonus Challenge Period (defined below) and successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Bonus Challenge Period in order to count as an entry for the Bonus Challenge. **Donations can take time to process.** Donations made outside of the Bonus Challenge, outside the Bonus Challenge Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order or an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card (“offline donations”) or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Bonus Challenge. CrowdRise has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count as an entry for the Bonus Challenge. CrowdRise is not responsible for any delays in processing any donations. Results of the Bonus Challenge are not official until CrowdRise, or their duly authorized representative, verifies the winner(s).

An entrant or its proxy may not donate any money to its own Campaign page that would be counted towards its donations for the Challenge, whether by taking money from its own account(s) to donate to itself or otherwise, no matter the intent. This includes, without limitation, receiving cash or check donations or having an employee, Board Member, or other individual act as a proxy for the entrant. Donations may not be transferred from another fundraising page on the Website to a Campaign page.

Donations are non-refundable. Please note that nonprofits receive entries based upon the full amount of eligible donations, however, the nonprofit may ultimately receive less than the full amount, given the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.

### 2. BONUS CHALLENGE PERIOD:

The Bonus Challenge begins on December 26, 2017 at 2:00pm Eastern Time (ET) and ends on January 3, 2018 at 1:59:59pm ET, such period referred to herein as the “Bonus Challenge Period”. CrowdRise’s server and computer clock is the official time-keeping device for the Bonus Challenge.
If nonprofit enters by donating as described in Section 3(a) below, such donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Bonus Challenge Period. If you enter via the free method described in Section 3(b) below, such entries must be received by CrowdRise before the end of the Bonus Challenge Period.

3. **HOW TO ENTER AND WIN:** Your participation in the Bonus Challenge is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise or to make any donations or perform any fundraising through CrowdRise. During the Bonus Challenge Period, enter the Bonus Challenge one (1) time only by either of the following methods of entry:

(a) **Method One: To Enter by Fundraising:** Fundraise at least one thousand dollars ($1,000) on the Website. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, $1,000 and $1,001 fundraised gets one (1) entry. You may not exceed the entry limit set forth in these Official Rules.

(b) **Method Two: To Enter for Free:** Go to: https://www.crowdrise.com/Challenge-FreeAlternateMethodofEntry and follow the onscreen instructions to submit a “Free Alternate Method of Entry”, with each submission constituting one (1) entry. Submissions must be made by an individual from within the nonprofit and must include their own and their nonprofit’s information and the Bonus Challenge Name: “Newman’s Own Foundation Bonus Challenge Six.” Your form must be submitted and received during the Bonus Challenge Period and must be complete and accurate, or your entry is automatically void.

There is a limit of one (1) entry total permitted per entrant, regardless of method of entry, during the Bonus Challenge Period.

All entries, entrants and Campaigns are subject to verification of eligibility before a prize can be awarded. Receipts, donation confirmation emails and notifications are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of CrowdRise may be disqualified at CrowdRise’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Bonus Challenge at CrowdRise’s sole and absolute discretion.

Winners’ prizes may be taxable. Every entrant agrees that information provided by Sponsor or CrowdRise is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

4. **PRIZES:** There will be two (2) winners, each will receive two thousand five hundred dollars ($2,500) toward its Campaign.

The Approximate Retail Value (“ARV”) of all prizes: five thousand dollars ($5,000).

The prize will be delivered to the winners within ninety (90) days of the end of the Challenge. The prize shall be used toward the Purpose.

The prize will be sent by check and will only be to the verified winner’s physical mailing address (no P.O. Boxes) in the 50 United States or the District of Columbia. Neither Sponsor nor CrowdRise are responsible for lost or stolen checks during shipping or anytime thereafter. The prize is non-transferable by the winner(s), and substitution of prize is offered, except at the sole discretion of Sponsor and/or CrowdRise. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. In order to receive a prize, winner(s) may be required to provide proof of identification or eligibility. Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive.
5. SELECTION AND VERIFICATION OF WINNERS AND ODDS OF WINNING: The potential winners (each a “Potential Winner”) will be selected in a random drawing (the “Drawing”) from among all eligible entries received by CrowdRise and will be notified by CrowdRise via e-mail. Drawing will take place on or around January 3, 2018. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Bonus Challenge. Any attempts to exceed the limit of number of entries into the Bonus Challenge by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor or CrowdRise reserve the right in its sole discretion to disqualify all suspect entries. In the event any potential winner does not accept the prize within two (2) business days of notification, any winner is ineligible, or the prize or prize notification is not deliverable, a new Potential Winner may be selected and contacted as an alternate winner. Neither Sponsor nor CrowdRise is responsible for and shall not be liable for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant’s computer. The use of automated software or computer programs to register or to enter the Challenge is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Challenge, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Challenge or any Bonus Challenges should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor’s or CrowdRise’s control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. In the event of any such cancellation, termination or suspension, a notice will be posted and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor and CrowdRise reserve the right to disqualify any entrant (and his/her Challenge entry) from the Challenge, any other Bonus Challenges conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she/it (or its Representative or anyone else acting on behalf of or in concert with the entrant) tampers with the entry process or if his/her/its fraud or misconduct affects the integrity of the Challenge or if he/she/it engages in any inappropriate or unacceptable behavior in connection with the Challenge. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Challenge, each entrant and Representative warrants that he/she/it is eligible to participate in the Challenge and releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Challenge or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Challenge Period). By accepting the prize, winner(s) agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Challenge participants acknowledge and agree that normal
Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Challenge and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Challenge and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Released Parties related to the Bonus Challenge. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Bonus Challenge, your participation in the Bonus Challenge, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Bonus Challenge, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).
(c) **Pre-Arbitration Dispute Resolution:** CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing Sponsor’s support team at Felix@CrowdRise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to CrowdRise should be sent to GoFundMe, Inc., Attn: General Counsel at 855 Jefferson Ave, PO Box 1329, Redwood City, CA 94062 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) **Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for $10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) **Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) **Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
(h) **Conflict:** In the event of any conflict between any term or condition in this Section 7 and any term or condition in the CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms), then the applicable term or condition in this Section 7 shall apply.

8. **ENTRANT’S PERSONAL INFORMATION:** By participating in the Bonus Challenge, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Bonus Challenge and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Bonus Challenge; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise’s Privacy Policy: https://www.crowdrise.com/about/privacy.

9. **WINNERS LIST:** To obtain a list of winner(s), send an email to Felix@CrowdRise.com with the following subject line: “Please send the winners list for the Newman’s Own Foundation $500,000 Holiday Challenge Bonus Challenges”. Requests must be submitted within ninety (90) days after the end of the Challenge. The list will be sent to requesting parties after selection and verification of winner(s).

10. **SPONSOR:**

    Newman’s Own Foundation  
    Attention: Chief Legal Officer  
    1 Morningside Dr. N.  
    Westport, CT 06880  

    With a copy to CrowdRise:  
    855 Jefferson Ave.  
    PO Box 1329  
    Redwood City, CA 94062

11. The Sponsor and CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Bonus Challenge in violation of these Official Rules and/or criminal and/or civil law.

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**QUESTIONS REGARDING THE BONUS CHALLENGE?** Send an email to Felix@CrowdRise.com.