

9-5 BONUS CHALLENGE #1 RULES  
"OCEANFIRST 20<sup>TH</sup> ANNIVERSARY CHARITY CHALLENGE"  
A PROMOTION TO BENEFIT CHARITABLE ORGANIZATIONS  
Sponsored by OceanFirst Foundation ("Sponsor" and "Prize Provider")

Promotion Period for 9-5 Bonus Challenge #1: Starts on May 4, 2016 at 9:00:00am ET and ends on  
May 4, 2016 at 4:59:59pm ET.

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Your participation in this Bonus Challenge means that you have read and that you unconditionally agree to these Rules and all decisions by CrowdRise ("Administrator"), and OceanFirst Foundation ("Sponsor" and "Prize Provider"), which are final and binding in all matters related to the Challenge. To win the prize(s), you must comply with all facets of the Official Rules for the Challenge: <https://cdncustom.crowdrise.com/promo/OfficialRules-OceanFirstCharityChallenge-2016-v5.pdf> and all decisions by Administrator and Sponsor/Prize Provider (the latter are OceanFirst Foundation, acting in both capacities and terms used interchangeably).

- 1. Eligibility:** The Bonus Challenge is open to organizations approved by OceanFirst Foundation to participate in the Challenge on or before May 1, 2016 at 11:59:59pm ET.

In order to enter and participate in the Challenge, charities must meet the following qualifications currently and ongoing: (a) a U.S.-based charitable organization; (b) holding an exemption from tax under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended and qualified as a public charity (c) with a legally registered account on CrowdRise and available for donation(s) via the CrowdRise website without any customization of the CrowdRise platform or donation process, (d) in good standing under all applicable federal and state laws. A charitable organization that does not meet requirement (b) may be eligible if it has a verifiable contractual relationship with a fiscal sponsor that meets requirements (a) – (d), and whose purpose is to collect and disburse the funds on behalf of the charitable organization during the Challenge on CrowdRise.com and additional cash grants. Prize Provider may distribute its prizes to the fiscal sponsor, unless, in its sole and absolute discretion decides otherwise. The following are all excluded: (i) organizations that practice discrimination by race, creed, color, gender, sexual orientation, age, or national origin; (ii) organizations that serve only their own memberships (such as those types of fraternal organizations, pageants, labor organizations or religious groups that do not provide services to persons who are not members (or relatives) of the particular group); and (iii) organizations affiliated with political parties, political candidates, lobbyist activities, political publications or political advertising. Without limiting the foregoing, Sponsor and CrowdRise reserve the right, in each of their respective and absolute discretion, to exclude any charity, fundraising team, fundraiser or participant they determine is inappropriate for any reason, or with or without cause, at any time. All donations made in connection with the Challenge are governed by the Challenge Rules. All donations must be made online to charities' fundraising pages which must display in the Challenge on the leaderboard here: [www.crowdrise.com/oceanfirstcharitychallenge](http://www.crowdrise.com/oceanfirstcharitychallenge).

If approved, charities must agree that Sponsor and Administrator may register a fundraising page for your charity in the Challenge on CrowdRise.com using the information provided by you in your application and using your logo and may include your charity in any public relations or promotional announcements, if any. They are not obligated to promote your charity but may do so.

To participate in the Challenge and be eligible to win prizes, charitable organizations must have a fundraising page in the Challenge registered by May 1, 2016 at 11:59:59pm ET. The charities' fundraising pages must display the OceanFirst Charity Challenge branding as provided by Sponsor and appear on the leaderboard. A charity team may only brand their charity fundraising page differently if granted express, written permission by Sponsor.

Charities must have read, agreed to, and must comply with the CrowdRise Terms and Conditions, the Official Rules for the Challenge, and these Official Rules, and further agree that all decisions by Sponsor are final and binding in all matters related to this Challenge. Entrant must promise that he/she has authority to bind that charity and agree to the Official Rules (“Entrant” and “Applicant” will refer to the charity). Charities are also called “charity teams”, “teams” and “organizations”. If Entrant does not agree and does not have the authority to agree to them on behalf of its charity Entrant may not register or participate. Entrant must be age 18 or older at the time of entry. Entrant may not be an employee of CrowdRise, Sponsor their respective parents, affiliate companies, subsidiaries, agents, judges, 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.

**2. Promotion Period:** The Bonus Challenge begins on May 4, 2016 at 9:00:00am Eastern Time (ET) and ends on May 4, 2016 at 4:59:59pm ET (“Promotion Period”). Sponsor’s server and computer clock is the official time-keeping device and its decisions are final and binding. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on CrowdRise.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official standings, results or leaders of the Bonus Challenge at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Bonus Challenge are not official until Sponsor expressly announces the final results and verifies the winners.

**3. How To Enter:** The Challenge is on CrowdRise.com (the “Website”) here: [www.crowdrise.com/oceanfirstcharitychallenge](http://www.crowdrise.com/oceanfirstcharitychallenge). Follow the on-screen instruction to fundraise at least five hundred dollars (\$500) to your charity fundraising page during the Promotion Period and your charity will be entered for a chance to win. Donations must be made online on the Website via credit card and be fully processed through CrowdRise and a third party payment processor during the Promotion Period. Donations recorded on the Website, including, but not limited to, donations by cash, checks and/or money orders, but not processed online via credit card (“offline donations”) are not eligible and will not be counted for the Bonus Challenge. Restrictions apply.

**OR** Your charity may enter for free by sending one email from your charity to [OceanFirst@CrowdRise.com](mailto:OceanFirst@CrowdRise.com) with the subject line: “Please enter me in 9-5 Bonus Challenge #1, The OceanFirst 20<sup>th</sup> Anniversary Charity Challenge.” One entry from your charity must be sent to and received during the Promotion Period. Your email must included the correct subject line, the name of your charity, your OceanFirst 20<sup>th</sup> Anniversary Charity Challenge fundraising team name, the URL for your fundraising page, your name, charity’s address and email address, or your entry is automatically void.

Restrictions: The following restrictions govern the Challenge and organizations agree that any determination by Sponsor as to whether a donation complies with these restrictions and requirements shall be final and binding.

- a. The minimum donation is ten dollars (\$10).
- b. The maximum donation is ten thousand dollars per transaction (\$10,000). A donor may make multiple \$10,000 donations. However, these donations must adhere to all Challenge rules including (c) immediately below.
- c. No single donor (individual) may account for more than 75% of the total raised by a Charity team. If an individual accounts for more than 75% of the total raised, every donation made by that donor to that charity’s team will not count for determination of the winners of the Grand Prizes in the Challenge.

- d. Donations must be made online on CrowdRise.com (the Website) to an OceanFirst 20<sup>th</sup> Anniversary Charity Challenge fundraising page via credit card and be fully processed through CrowdRise and a third party payment processor during the Challenge Period. Donations processed after the end of the Challenge period and donations made outside of the charity's Challenge fundraising page will not count and may not be transferred.
- e. "Offline donations" are not eligible and will not be counted for the Challenge. Offline donations are donations recorded on the Website, including, but not limited to, donations by cash, check and/or money order, but not processed online via credit card. Charities may be permitted to add "offline donations" to their own fundraising page but these donations will not count for purposes of determining the winner of the Challenge and these donations will not show on the leaderboard. (See Paragraph 6 for details about the "Leaderboard").
- f. A charity may not donate to itself, either directly or through a proxy. The intention of this rule is to prohibit a charity from taking money from its own account(s) and donating to advance its standing in the Challenge and win prize(s), therefore getting a return on its investment.

At the end of the Promotion Period, a 'winner' is determined. Each winner is a 'Potential' winner, subject to a verification process that will begin at the end of the OceanFirst 20<sup>th</sup> Anniversary Charity Challenge, May 18, 2016. All donations are subject to verification. Donations made in this Bonus Challenge may not be tax-deductible. It is the individual donor's sole responsibility to determine the tax- consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice.

**Additional Restrictions:** Charities agree that any determination by Administrator and Sponsor as to whether a charity or donation complies with these restrictions and requirements shall be final and binding. Charities agree that they are solely responsible for choosing their "benefiting charity", the US-based 501(c)3 organization with a Tax ID (EIN) to which the funds raised during the Challenge will be allocated, and thereby ensuring that the funds they raise benefits their charity. Two or more charities that are distinct and have unique EINs may not team up on one fundraising page in order to increase their odds in the Challenge without express permission of Sponsor. A single charity may have more than one fundraising page but those two pages will not be combined when determining the winners of the grand prizes or any promotion. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express permission of Sponsor.

**4. Prize:** One (1) Charity will receive a Good Neighbor Grant in the amount of five hundred dollars (\$500) from OceanFirst Foundation, the Prize Provider. The Cash Grant will be distributed after the Challenge in accordance with the Challenge Rules and the value does not count toward any other contest in the Challenge. Approximate Retail Value ("ARV") is: Five hundred dollars (\$500). Prize Provider reserves the right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. Prize Provider, Sponsor, and Administrator are not responsible for prize utility, quality or otherwise. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of the winner.

**5. Selection of Winner(s) and Odds of Winning:** On or around May 4, 2016, Sponsor or its representative will determine the Potential Winner(s) from all eligible entries. Entries are subject to verification by Sponsor and/or Prize Providers and potential Winners are not declared final and shall not receive a prize until verified by Sponsor. Sponsor's decisions are final and binding on all matters relating to this Bonus Challenge. The odds of winning depend on the number of eligible entries and method of entry. 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 reserves the right in its sole discretion to disqualify any suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another

person. An individual may be required to show proof of ownership of his/her accounts used to enter this Bonus Challenge.

6. **Verification of Winners and Delivery of Prize(s):** The potential winner(s) will be notified within seven (7) business days of the date that they are determined through email at the email address provided to CrowdRise upon registering a fundraising page in the Challenge. Email Us at [OceanFirst@CrowdRise.com](mailto:OceanFirst@CrowdRise.com) to change your email address, add email addresses to receive Challenge communication or unsubscribe. Potential winners are not declared final and shall not receive a Challenge Grant until verified at the end of the Challenge by Sponsor. Additionally, Prize Provider's obligation to provide the Challenge Grants and prizes is contingent upon all recipients submitting an affidavit of eligibility and liability release and, where permitted, a publicity release, Letter of Determination and a Form W9. Additional releases and information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded. Additionally, if potential winner cannot be contacted and Sponsor has not been contacted by potential winner at [OceanFirst@CrowdRise.com](mailto:OceanFirst@CrowdRise.com) or mail (address in Paragraph 15) within seventy five (75) days after the Challenge has ended, is ineligible or if potential winner declines the Challenge Grant and any prize(s), the potential winner forfeits the Challenge Grant and any other prizes it has won in their entirety. One new potential winner may be selected, at Prize Provider's final discretion. Charities agree that Prize Provider's determinations regarding verification and eligibility shall be final and binding. The Challenge Grants and any other prizes will be delivered by Prize Provider to the winners within approximately seventy-five (75) days after the receipt of forms. Taxes and fees, if any, are the sole responsibility of winner.

7. **Privacy and Publicity:** To enable participation in the Bonus Challenge, Sponsor collects certain information from Participants as provided in the CrowdRise Privacy Policy located at [www.crowdrise.com/about/privacy](http://www.crowdrise.com/about/privacy). For instance, if an Entrant provides the following information, Sponsor may share it with Prize Providers: name, email address, birth date, donation amount, date of transaction, transaction identification number and the name of the charity to whom a donation was made. Except where prohibited, participation in the Bonus Challenge constitutes each winner's (and their guest(s), if applicable, consent to Sponsor's and its agents' use of winner's (and their guest(s), if applicable). Winners' name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission. Winners (and their guest(s), if applicable) irrevocably grant Sponsor and Prize Providers the royalty-free right to use, reuse, copy, publish, republish, broadcast or re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on Winner's participation in the Bonus Challenge for any lawful purpose whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment of any kind, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Challenge as Sponsor shall reasonably request from time to time, including without limitation permission to post winners' names on Sponsor's websites and to use winners' name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

8. **General Conditions:** This Bonus Challenge is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor or Prize Providers reserve the right to disqualify any Entrant if, in the sole discretion of any of them, such Entrant is not in alignment with Sponsor's or Prize Provider's values, has acted fraudulently in any way, prior, during or after the Bonus Challenge, or if awarding a prize to the Winner could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or Prize Providers. Prize Providers will not award a prize to any Winner who has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by the Sponsor or Prize Provider and is not up to interpretation by any other party. Additionally, in

such cases, if the Prize Providers already delivered a prize, they reserve the right to require the winner to return the prize.

Sponsor and/or Prize Providers reserve the right, in their sole discretion, to prohibit any person or organization from becoming or remaining an entrant for any reason, including without limitation: (i) any attempt by an entrant to undermine the legitimate operation of the Bonus Challenge by cheating, hacking, deception, or any other unfair practices; (ii) any Entrant violation of the Official Rules; or (iii) any Entrant acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization. Without limiting the foregoing, the use of automated software or computer programs to register or to enter the Bonus Challenge is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.

Sponsor and/or Prize Providers reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Bonus Challenge should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Bonus Challenge. If the Bonus Challenge is terminated before the designated end date, Sponsor and Prize Providers will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but PRIZE PROVIDERS SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS BONUS CHALLENGE.

CAUTION. ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS BONUS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All Participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply.

**9. General Release and Limitation of Liability:** Participants expressly agree to release and hold harmless Sponsor and Prize Providers and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all liability for any claim cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the Bonus Challenge or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Bonus Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Participants acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Bonus Challenge; (iii) any condition caused by events beyond the control of the Sponsor or Prize Providers that may cause the Bonus Challenge or any results in the Bonus Challenge to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Bonus Challenge; (v) any and all losses, damages, rights, claims and action of any kind in

connection with or resulting from participation in the Bonus Challenge; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Bonus Challenge; (viii) 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; and (ix) any alleged violation by Participants of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

Participants acknowledge that Sponsor and Prize Providers have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Participants from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor or Prize Providers, and neither have any responsibility for any such offer(s).

By accepting the prize, winner 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.

**10. General Release and Limitation of Liability:** Participants expressly agree to release and hold harmless Sponsor and Prize Providers and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all liability for any claim cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the Bonus Challenge or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Bonus Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Participants acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Bonus Challenge; (iii) any condition caused by events beyond the control of the Sponsor or Prize Providers that may cause the Bonus Challenge or any results in the Bonus Challenge to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Bonus Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Bonus Challenge; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Bonus Challenge; (viii) 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; and (ix) any alleged violation by Participants of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

Participants acknowledge that Sponsor and Prize Providers have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition,

or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Participants from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor or Prize Providers, and neither have any responsibility for any such offer(s).

By accepting the prize, winner 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.

**11. Governing Law and Disputes:** Except where prohibited, Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any Challenge Grant or other prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will Participants be permitted to obtain awards for, and Participants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Winners List:** For a list of the winners, email [OceanFirst@CrowdRise.com](mailto:OceanFirst@CrowdRise.com) and include the title of the Bonus Challenge in your request. Requests must be submitted after the Bonus Challenge has ended. The list will be sent to requesting parties after selection and verification of winners.

**13. Sponsor and Prize Provider, and Administrator:** CrowdRise is the Administrator and is the fundraising platform administering the Bonus Challenge, 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067. The Sponsor and Prize Provider is OceanFirst Foundation, 1415 Hooper Ave., Suite 304, Toms River, NJ 08753.

**14. QUESTIONS REGARDING BONUS CHALLENGES?** Send an email to [OceanFirst@CrowdRise.com](mailto:OceanFirst@CrowdRise.com)

