

**‘A BAD MOMS CHRISTMAS’ PROMOTION  
OFFICIAL RULES**

**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. VOID WHERE PROHIBITED.**

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE (EACH, AS DEFINED BELOW) 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.**

**Donations made in the Promotion (as defined below) go to Alliance of Moms (c/o Alliance for Children’s Rights), EIN 95-4358213, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the fundraising campaign and promotion is here: <https://www.crowdrise.com/badmomschristmas>.**

**1. INTRODUCTION:** ‘A Bad Moms Christmas’ Promotion (hereinafter, the “Promotion”) is a sweepstakes sponsored by and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise” or “Sponsor”), courtesy of STX Productions, LLC (the “Prize Provider”). Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor and Prize Provider, which are final and binding in all matters related to the Promotion. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and Prize Provider.

**2. ELIGIBILITY:** The Promotion is open only to eligible individual legal residents of the 50 United States or the District of Columbia who are age 18 or older or, if older, the age of majority in their jurisdiction at the time of entry who agree to and comply with these Official Rules. All entries made in connection with the Promotion are governed by these Official Rules. Employees of Sponsor, CrowdRise, Prize Provider, and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Promotion, 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. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.

By entering, each entrant understands and agrees that, if selected as the Potential Winner (as defined in Section 6 below), he/she and his/her guest may be required to consent to a background check, a photography release, and/or an Affidavit of Eligibility/Release and of Liability/Publicity Release; and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor reserves the right in its sole discretion, to disqualify the Potential Winner if the results of such background check reveal that the Potential Winner is not eligible to participate in the Sweepstakes or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor in its sole discretion.

**3. PROMOTION PERIOD AND DONATIONS:** The Promotion begins on September 4, 2017 at 2:00pm Eastern Time (ET) and ends on October 3, 2017 at 11:59:59pm ET (the “Promotion Period”). CrowdRise’s server and computer clock is the official time-keeping device. If you enter via the free method described in Section 4(b) below, such entries must be received by CrowdRise before the end of the Promotion Period. If

you enter by donating as described in Section 4(a) below, such donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Promotion Period. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute is not eligible. Donations can take time to process. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular fundraising page, if any is displaying or any similar tally of donation(s), 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 Promotion are not official until CrowdRise or a duly authorized representative expressly announces the final results and verifies the winner(s).

**4. HOW TO ENTER AND WIN:** Go to the CrowdRise website located at: <https://www.crowdrise.com/badmomschristmas> (the “Website”). During the Promotion Period, you may enter up to fifty (50) times total by either of the following methods of entry or a combination of both methods:

- (a) **Method One: To Enter by Donation:** Donate at least ten dollars (\$10) to Sponsor on the Website. To determine the number of entries in connection with each donation, your donation is broken down into ten dollar (\$10) increments, with each ten dollar increment (\$10) constituting one (1) entry. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, \$10 and \$11 donations get one entry; \$40 and \$41 get four entries. You may donate more than one time. Each donation you make separately on CrowdRise is separate for purposes of counting entries. In other words, if you make 2 separate donations of \$15 each, you get two entries (not three entries, which would be the case if you make one donation of \$30). Donations must be made on the Website using a credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and its third party payment processor during the Promotion Period to count toward the Promotion. Donations made outside of the Promotion Period and/or offline, even if recorded on the Website, are not eligible and will not be counted. Assurance of delivery and processing of donations is your sole responsibility. Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, Sponsor may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.
- (b) **Method Two: To Enter for Free:** Go to: <https://www.crowdrise.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your name, mailing address, birthdate, email and the name of the Promotion: “*A Bad Moms Christmas.*” Your form must be submitted and received during the Promotion Period and must be complete and accurate, or your entry is automatically void. You may submit the form more than one time, but must re-enter complete, accurate information for each submission. You will automatically receive one (1) entry each time that you submit the completed form.

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Charitable tax receipts will not be issued to all donors/entrants. Donations made by entrants and winner(s) may not be tax-deductible and the winner(s)'s prize may be taxable. It is the individual entrant's sole responsibility to determine the tax-consequences of their donations. Every participant in the Sweepstakes agrees that information provided by Sponsor 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.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or CrowdRise may be disqualified at Sponsor's or CrowdRise's 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 Promotion at Sponsor's or CrowdRise's sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Potential Winner(s) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's and CrowdRise's satisfaction, the entry will be deemed ineligible.

Your participation in the Promotion is voluntary and does not require you to purchase anything from, or donate anything to, the Sponsor or CrowdRise.

**There is a limit of fifty (50) entries permitted per person, regardless of method of entry, during the Promotion Period.**

**5. PRIZES:** There will be one (1) winner; one (1) winner will receive a trip to Chicago, Illinois for one (1) winner and three (3) guests to have lunch with cast members of *'A Bad Moms Christmas'* and on a date to be determined by Prize Provider (the "Event"). Prize includes: (a) roundtrip Coach Class airfare for winner and guests to travel to the Event with travel between the closest city to the Winner's residence in the continental United States served by a major airline of Sponsor's choice and (b) two (2) nights accommodations (one room, standard accommodations, quad-occupancy, room and tax only) in a hotel subject to availability and at the sole, absolute and final discretion of Prize Provider, to be used in conjunction with the Event; (c) the opportunity to take a 'Christmas photo card' with member(s) of the cast and have lunch at a time, location and duration at the sole determination of the Prize Provider and up the schedule(s) of the cast member or members; the appearance of any member of the cast is not guaranteed given their schedules and cannot be determined in advance and may change; and (d) a five hundred dollar (\$500) shopping spree for Christmas.

**Restrictions apply. Please read carefully.**

The aforementioned prizes are subject to the below restrictions and limitations.

Winner's guests must be at least 18 years of age.

Exact locations of the Event and all other prizes are assigned by Prize Provider, in its sole and absolute discretion. The Prize is non-refundable and non-transferable and may not be exchanged or sold and may be used only by winner and his/her guests that are pre-approved.

Winner's and guests' use of all prizes is subject to the terms and conditions set forth thereon or governing the use of tickets and venues; winner is required to read the Terms and Conditions for each carefully. All prize details are subject to change and in the sole discretion of Sponsor, and in the event that Sponsor is unable to provide a winner with his/her prize(s), the Sponsor may elect to provide winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All terms of airline tickets and any additional tickets or requirements for entry to venue(s), if any, shall apply. Travel arrangements and/or itinerary (in whole or part) for winner will be made by Sponsor, unless otherwise requested by Sponsor. If winner is located or has a residence within a one-hundred (100) mile radius of the venue of the Event, in lieu of the round-trip flight and hotel, winner and guests will receive round-trip ground transportation of Sponsor's choice between winner's residence and the venue of the Event. No changes may be made by winner once booked except at Sponsor's sole discretion. No part of either trip can be used independently of the Event. Sponsor is not responsible for any cancellations, delay or changes in dates, times, location, talent, or any other changes with respect to the prizes. If any part of the prize is canceled or changed, or the winner or guest is unable to attend for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in their entirety. It is winner's sole responsibility to stay informed about the details including the Event's location, time and any changes regarding the flight itinerary or the Event. Winner and guests are responsible for all documentation required. Winner must comply with all instructions and protocols required (including, but not limited to, trip itinerary, changes, protocols and requirements to gain access, screenings or

background check) and are responsible for all documentation required. Winner is required to provide Sponsor with his/her name, residential addresses, telephone number, email address, and must present valid government-issued photo ID (such as license or passport) upon request and at any event. In the event the winner and/or guest engages in behavior at any time that Sponsor, or its representative determine, in its sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person or themselves, the Sponsor reserves the right to terminate the prize, in whole or part and there will not be any substitution or compensation. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Sponsor reserves right to substitute prizes of equal or greater value or different value; no exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by winner. Airline tickets are not eligible for frequent flier miles, upgrades and cannot be used in conjunction with any other trip, travel, promotion or offer. Sponsor is not responsible for any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Approximate Retail Value (“ARV”) of all Prizes is four thousand three hundred dollars (\$4,300), broken down as follows: ARV for airfare is \$3000; ARV for hotel is \$500; ARV for lunch is \$200; ARV for shopping spree is \$500; ARV for the photo card is \$100. The ARV may substantially change depending on the originating city of the winner, mode of transportation, and other factors herein and winner will not be compensated for any difference. Sponsor reserves right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. Sponsor is 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 winner. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. All other pertinent details are to be released to the winner only after verification has been completed.

All costs not expressly stated herein, including but not limited to, additional transportation, meals, fees, personal charges, gratuities and taxes, are the sole responsibility of the winner.

Winner and guests will need to show a valid government issued photo ID to collect any prizes and at each venue.

All prize(s) are awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner may not return, exchange, substitute, redeem for cash, transfer, auction or sell his/her prize. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of winner. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. 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, regardless of whether it, in whole or in part, are used.

**6. SELECTION OF WINNERS AND ODDS OF WINNING:** The potential winner(s) will be selected in a random drawing (the “Drawing”) from among all eligible entries received by CrowdRise (the “Potential Winner(s)”). Drawing will take place on or around October 4, 2017. Potential Winner(s) are subject to verification by CrowdRise. 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 Promotion. Any attempts to exceed the limit of number of entries into the Promotion 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 all 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 the Promotion.

**7. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** The Potential Winner will be notified by email within one (1) business days after verification by CrowdRise or its representative. You will be notified only at the email address associated with entrant’s CrowdRise account or otherwise entered during the entry process. If any Potential Winner cannot be contacted within **forty-eight hours** after the first attempt to contact him/her, an alternate entrant may be selected in his/her place at random from all eligible entries received. Potential Winner(s) may be required to provide Sponsor and /or CrowdRise his/her name, residential address, telephone number, email address and valid photo ID. CrowdRise will not accept screen

shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be required to sign an affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. If any Potential Winner is not verified by CrowdRise, cannot be contacted within **forty eight hours**, fails to return any and all requested documentation within **forty eight hours** from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and CrowdRise's and their respective agents' use of winner's 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 (unless prohibited by law), and you further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use.

**8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** The Promotion 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, CrowdRise, Prize Provider and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible 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 related to individuals who attempt to enter the Promotion by donating in accordance with Section 4(a) above. 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 Promotion is prohibited, and any individual 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 Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions 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 Promotion. 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 Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and CrowdRise, warrants that he/she is eligible to participate in the Promotion 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 Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion 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 Promotion 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 Promotion 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 Promotion 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 Promotion. 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.

**9. 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 any Released Parties, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, 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 Promotion, 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 PRIZE PROVIDER 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](mailto: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 the Sponsor should be sent to GoFundMe, Inc., Attn: General Counsel at 555 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](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 9 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 9 shall apply.

**10. ENTRANT’S PERSONAL INFORMATION:** By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the



Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; 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>. [Sponsor may share your information with STX, which will use such information in accordance with its](#) independent privacy policy posted at [https://stxentertainment.com/privacy\\_policy](https://stxentertainment.com/privacy_policy).

- 11. WINNERS LIST:** To obtain list of winner(s), send an email to [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com) with the following subject line: "Please send the winners list for 'A Bad Moms Promotion.'" Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winner(s).
- 12. SPONSOR:**  
CROWDRISE:  
555 Jefferson Ave  
PO Box 1329  
Redwood City, CA 94062
- 13. NOTICE:** Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.
- 14.** Copyright © 2017 GoFundMe, Inc. All rights reserved. GoFundMe and any associated logos are trademarks of CrowdRise. Motion Picture Artwork © 2017 STX Financing, LLC. All Rights Reserved  
Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.
- 15. QUESTIONS REGARDING THE PROMOTION?** Send an email to [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com).