

**A COMMUNITY THRIVES CHALLENGE  
OFFICIAL RULES**

The A Community Thrives Challenge (hereinafter, the “Challenge”) begins on January 30, 2018 at 11:59 am Eastern Time (ET) and ends on May 11, 2018 at 11:59 a.m. ET (the “Challenge Period”). The Challenge is sponsored by Gannett Co., Inc. (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). The Gannett Foundation, a non-profit corporation (the “Grant Provider”) is responsible for providing the grant(s) for the Challenge. The mission of the Challenge is available at: <https://www.crowdrise.com/Act2018> (the “Challenge Website”). CrowdRise’s server and computer clock is the official time-keeping device for the Challenge. Your participation in the Challenge means that you unconditionally agree to these Official Rules and all decisions by Sponsor, CrowdRise and Grant Provider, which are final and binding in all matters related to the Challenge. NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE 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. 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.**

The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) and Privacy Policy ([www.crowdrise.com/about/privacy](http://www.crowdrise.com/about/privacy)) apply to the Challenge and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

**1. ELIGIBILITY:**

**Eligible Participants.** The Challenge is only open to legal entities (a) incorporated or organized within the 50 United States or the District of Columbia, (b) with valid Employer Identification Numbers (“EINs”) and physical mailing addresses, and (c) that have and will maintain tax-exempt status under sections 501(c)(3) of the Internal Revenue Code throughout the Challenge Period. If you are an individual submitting an entry and agreeing to these Official Rules on behalf of a legal entity, you represent and warrant that (i) you are an authorized representative of such entity and able to legally bind such entity or that you have permission from such entity to submit an entry on its behalf 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 grant is awarded. Sponsor and CrowdRise and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development of the Challenge, are not eligible. Employees, independent contractors, officers, and directors, of CrowdRise 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. Entries that are submitted in connection with the Challenge will only be eligible if (A) the entrant’s Campaign (as defined below), 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 (B) the funds from the Campaign are being used, and will continue to be used, solely for the applicable Category (as defined below) for general operating expenses of the entity and any grants received are used as specified in Section 5 herein. By participating in the Challenge, you warrant that you are eligible to participate in accordance with these Official Rules.

**Eligible Donations.** “Eligible Donations” are those donations that comply with all terms and conditions contained herein. Only Eligible Donations may count toward the total amount raised by each entrant’s Campaign. The minimum Eligible Donation is \$10 per transaction and the maximum Eligible Donation is \$10,000 per transaction. Eligible Donations must be made to entrant’s Campaign on the Challenge Website using a credit card and must be successfully processed to completion through CrowdRise and its third-party payment processor(s) **during** the Fundraising Period to count toward entrant’s Campaign total.

**Ineligible Donations.** Donations made contrary to the terms of these Official Rules, including, but not limited to, those donations made outside of the Challenge, outside the Fundraising Period, or offline, are “Ineligible Donations” that will not be counted toward entrant’s Campaign total. Ineligible Donations include, but are not limited to, donations by cash, money order, credit card payments to an entrant’s non-Challenge Campaign or an ineligible Campaign page on CrowdRise.com, and any other donations not successfully processed online via credit card on your Campaign. Neither entrant nor a proxy may donate any money to an entrant’s Campaign, whether by taking money from its account(s) to donate to its Campaign or otherwise, no matter the intent. Such contributions are considered Ineligible Donations and will not be counted toward entrant’s Campaign. This includes, but is not limited to, receiving cash or check donations or having an employee, Board Member, or other individual act as entrant’s proxy. Donations may not be transferred to the Campaign from another campaign on CrowdRise.

**Donations can take time to process.** All Eligible Donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Challenge Period to count toward entrant’s Campaign. CrowdRise has the right to verify all donations, and any donation that is subject to chargeback or dispute may not count toward entrant’s Campaign. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular Campaign, if any is displaying or any similar tally of donation(s) or leaderboard, are unofficial tallies of the amounts of donations to a Campaign and may not accurately reflect the Campaign’s total donations during the Challenge Period, based on a variety of factors. Results of the Challenge are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winning entities.

**2. HOW TO ENTER AND BE CONSIDERED FOR A GRANT:** All eligible entrants may enter by submitting an application and fundraising for a Campaign, each as set forth herein.

(a) **Application Submission.** Submit an application for a potential campaign through the Challenge Website between January 30, 2018 at 11:59am ET and March 15, 2018 at 11:59am ET. Organizations submitting an application must provide all required information and follow any posted instructions (including on the Challenge Website or in follow-up emails from CrowdRise or Sponsor) in order to participate in the Challenge. Any incomplete applications, as determined by Sponsor in its sole discretion, or applications submitted by ineligible entrants will be disqualified. The applications require the following information:

**Submission Categories:** A description of a proposed campaigns that is centered around one (1) of the following three (3) categories: Education; Wellness; Arts & Culture (each, a “Category”),

**Submission Information:** Entrants must provide the following information to Sponsor, with their application:

- Fundraiser Title
- Link to video about your 501(c)(3) organization with an optional explanation of how you would use grant money to fund a specific project
- Category (Education; Wellness; Arts & Culture)
- Name of entity, address, phone #, and point of contact
- Explain how you will use the money raised on CrowdRise for operational expenses
- Explain how you would use one of the grants from the Gannett Foundation – outline a specific project that would require a \$100K, \$50K, \$25K, \$15K or \$10K grant (including, at minimum, the population served, key project dates, project sustainability and long term outcome/impact you expect from the project)
- Your Name, email, mailing address, and phone #

- Annual operational budget size
- Total budget of the entity

**(b) Fundraising Campaign.** On or by March 15, 2018, Sponsor will send either (i) confirmation of its receipt of complete applications (“Application Receipt”) or (ii) notice of disqualification due to incomplete applications. Each entrant that receives notice of Application Receipt from Sponsor must then log into <https://www.crowdrise.com/> and fundraise (subject to the requirements herein) through a campaign page set up by Sponsor or CrowdRise on the Challenge Website (“Campaign”) starting on March 19, 2018 at 11:59 am ET and ending on the Challenge End Date (such period, the “Fundraising Period”). If any entrant is not a registered member of crowdrise.com, entrant must create a free account. Sponsor will designate each entrant as either a Tier 1 or Tier 2 entrant in accordance with the following criteria: Tier 1 is defined as any organization with an annual operational budget less than one million dollars (\$1,000,000), and Tier 2 is defined as an organization with an annual operational budget of at least one million dollars (\$1,000,000).

All entrants keep the funds they raise in connection with the Challenge, regardless of whether they achieve any minimum fundraising amounts.

**Limit one (1) Campaign page per entrant.** Two (2) or more charities that are distinct and have unique EINs or business numbers, as the case may be, may not share one Campaign page in order to increase their odds in the Challenge. Odds of receiving a grant depend on the number of eligible entries. Your entry is not complete until you receive email confirmation that all required information has been submitted and your Campaign page is active.

Those who do not provide the required information in their application, 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 sole and absolute discretion. All entries and donations that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Challenge 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 entrant is otherwise eligible. The “account holder” is the applicant or entity assigned an email address or username by the entity responsible for assigning it (*e.g.*, Gmail). Potential grant recipients may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s or CrowdRise’s satisfaction, the entry and/or donation will be deemed ineligible.

**3. USE OF CONTENT:** By submitting any content to Sponsor or CrowdRise in connection with the Challenge (“Content”), you represent and warrant that you have the right to grant, and do hereby grant, to each of Sponsor and CrowdRise the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such Content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such Content; and (b) use the Content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the Content and the right to practice. Under no circumstances will Sponsor or CrowdRise be required to treat any Content as confidential. Each of Sponsor and CrowdRise will be entitled to use the Content for any purpose whatsoever without compensation to you or any other person. For the avoidance of doubt, neither Sponsor nor CrowdRise will be liable to you or any other person for any ideas for their business derived from the Content.

**4. GRANTS:**

There will be sixteen (16) grant recipients and sixteen (16) grants awarded as follows:

- Six (6) Tier 1 Grants in the following amounts: \$100,000, \$50,000, \$50,000, \$25,000, \$15,000, \$10,000
- Six (6) Tier 2 Grants in the following amounts: \$100,000, \$50,000, \$50,000, \$25,000, \$15,000, \$10,000
- Two (2) Tier 1 Fan Favorite Grants of \$25,000 each

- Two (2) Tier 2 Fan Favorite Grants of \$25,000 each

The Approximate Retail Value (“ARV”) of all grants: six hundred thousand dollars (\$600,000).

**Each Recipient of the Tier 1 Grants and Tier 2 Grants will be required to enter into a grant agreement with the Gannett Foundation as condition to receiving such grant. Tier 1 Grants and Tier 2 Grants will be awarded in two (2) installments: the first installment will be awarded within thirty (30) days after signing the grant agreement with the Gannett Foundation, and the second installment will be awarded within thirty (30) days of the recipient’s submission of a report to the Gannett Foundation on or about six (6) months following the execution of the grant agreement, as required by the grant agreement. The Fan Favorite Grants will be awarded in a one-time payment.**

## **5. SELECTION OF GRANT RECIPIENTS:**

### **(a) Selection Criteria and Awarding of Grants.**

**Tier 1 Grants and Tier 2 Grants:** Tier 1 Grants & Tier 2 Grants will be awarded as follows:

- Sponsor will evaluate (i) each eligible entrant in Tier 1 that fundraises at least \$3,000 in Eligible Donations through its Campaign during the Fundraising Period for the Tier 1 Grants and (ii) each eligible entrant in Tier 2 that fundraises at least \$6,000 in Eligible Donations through its Campaign during the Fundraising Period for the Tier 2 Grants, each based on the following criteria:
  - Viability and impact of the project outlined in the entry (50%);
  - Relevance to the applicable Category (15%);
  - Consistent with spirit of the Gannett Foundation’s grant making philosophies - supporting those who are disadvantaged and most in need; (25%) and
  - Inspirational (10%).
- Sponsor will deem each of the top six (6) highest scoring Tier 1 entrants (based on the criteria above) as the potential recipient of one (1) of the Tier 1 Grants, with the grant amount corresponding to the entrant’s ranking. Sponsor will deem each of the top six (6) highest scoring Tier 2 entrants (based on the criteria above) the potential recipient of one (1) of the Tier 2 Grants, with the grant amount corresponding to the entrant’s ranking. In the event of a tie, the tied entrants will be re-judged based on the same criteria (stated above) and the entrant with the highest score will be deemed the recipient of the grant. The grant shall be used towards executing the Campaign project outlined in the entrant’s submission. The award of grants among the Categories may not be equally allocated.

**Fan Favorite Grants:** The four (4) Fan Favorite grants will be awarded as follows:

- Each of the two (2) eligible entrants in Tier 1 with the Campaigns that generate the most in Eligible Donations (in dollars) for their organization during the Fundraising Period will be deemed the potential recipient of the Tier 1 Fan Favorite Grant (so long as each has raised a minimum of \$3,000 in Eligible Donations during the Fundraising Period)
- Each of the two (2) eligible entrants in Tier 2 with the Campaigns that generate the most in Eligible Donations (in dollars) for their organization during the Fundraising Period will be deemed the potential recipient of the Tier 2 Fan Favorite Grant (so long as each has raised a minimum of \$6,000 in Eligible Donations during the Fundraising Period).
- In the event of a tie, the entrant with the highest number of Eligible Donations (not dollars) will win. If still tied, the entrant with the highest number of Unique Donors (as defined herein) that have contributed Eligible Donations to its Campaign will win. “Unique Donor” is defined as each separate donor that makes an Eligible Donation and has entered billing information distinct from any other donor that makes an Eligible Donation to the same Campaign.

- (b) **Notification.** Sponsor will send notifications to the point of contact on the Challenge entry form for the potential grant recipients, on or around June 4, 2018, via e-mail. In the event any potential grant recipient does not accept the grant within two (2) business days of notification, any grant recipient is ineligible, or the grant or grant notification is not deliverable, an alternate grant recipient will be selected. Neither Sponsor nor CrowdRise are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the potential grant recipient(s) or grant utility, quality, damages of any kind during shipping or anytime thereafter. Potential grant recipients may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the grant within seven (7) days. Except where prohibited, participation in the Challenge constitutes each the entity's consent to Sponsor's and CrowdRise's and their respective agents' use of the entity'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 by participating in the Challenge, each entrant and/or entity further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a grant can be awarded.
- (c) **Restricted Funding and grant requirements:** Each entrant agrees that all donations it raises and receives to its Campaign online through the Challenge shall be used by the organization for general operating expenses of the entity and that any Tier 1 Fan Favorite Grant and Tier 2 Fan Favorite Grant must be also used towards general operating expenses of the entity. The Tier 1 Grants and Tier 2 Grants must be used solely for the project outlined in the entrant's submission (i.e., "Explain how you would use one of the grants from the Gannett Foundation").
- (d) **Other Conditions.** All entrants, Campaigns and donations are subject to verification of eligibility before a grant can be awarded. Grants will be given to the 501(c)(3) entity identified in the entrant's submission, not to the applicant or entrant. The grant is non-transferable by the entity and no substitution of grants is offered, except at the sole discretion of Sponsor. All grant details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a grant, the entity may be required to provide proof of eligibility. All grant(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). The grants will be sent to physical mailing address (no P.O. Boxes) in the fifty (50) United States or the District of Columbia of the entity except in Sponsor's sole and absolute discretion. Neither Sponsor nor CrowdRise are responsible for any late, lost, misdirected or other issues related to delivery. **Tier 1 Grants and Tier 2 Grants will be awarded in two (2) installments: the first installment will be awarded within thirty (30) days after signing the grant agreement with the Gannett Foundation, and the second installment will be awarded within thirty (30) days of the recipient's submission of a report to the Gannett Foundation on or about six (6) months following the execution of the grant agreement, as required by the grant agreement.** Tier 1 Fan Favorite Grants and Tier 2 Fan Favorite Grants will be sent by check within sixty (60) days after the recipients are selected and the exact date is to be determined by Sponsor. In the event that Sponsor is unable to provide the recipient with his/her grant(s) or any portion thereof, Sponsor may elect, to provide such recipient with an alternate grant of comparable value. Grant recipients are advised that the grant may be taxable, and grant recipients will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the grants they receive, regardless of whether it, in whole or in part, are used. EVERY ENTRANT AND ENTITY 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.

## 6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:

CrowdRise and Sponsor reserve the right to modify, suspend, cancel, or discontinue any Challenge at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions

CrowdRise or Sponsor deem necessary, in its sole discretion, to protect its users, business partners, or business or the public or if 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 such cancellation, termination or suspension, CrowdRise will use reasonable efforts to post a notification and, if grant recipients can be selected among all eligible, non-suspect entries received prior to such time, the recipients will be selected. Sponsor and CrowdRise, and 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. 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. Sponsor and CrowdRise reserve the right to disqualify any entrant (and his/her Challenge entry) from the Challenge, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if such entrant tampers with the entry process or if such entrant's fraud or misconduct affects the integrity of the Challenge or if such entrant 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, including without limitation these Official Rules. By participating in the Challenge, each entrant 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 grant, the winning entities agree 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 grant or participation in any grant-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 grant. 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 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 Challenge, your participation in the Challenge, the grant, acceptance, possession, use or misuse of the grant, 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 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 CrowdRise’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 should be sent to GoFundMe, Inc., Attn: General Counsel, 855 Jefferson Avenue, 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 Commercial Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. 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 8 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 entering the Challenge, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Challenge and grant fulfillment. You may also have the opportunity to sign up to receive promotional emails from Sponsor, CrowdRise and other parties associated with the Challenge; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. By entering, you agree to share all entry information with Sponsor and Gannett Foundation, including but not limited to name, city, state, project description, videos, and images 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 by participating in the Challenge, you further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use. To the full extent permitted by law, the name, address (city and state), image and biographical information of entrant and winning entities may be used by Sponsor, CrowdRise and Gannett Foundation 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 the winning entities, send an email to [act@usatodaynetwork.com](mailto:act@usatodaynetwork.com) with the following subject line: “Please send the winners list for the A Community Thrives Challenge”. Requests must be submitted within ninety (90) days after the end of the Challenge Period. The list will be sent to requesting parties after selection and verification of winner(s).

## **10. SPONSOR:**

Gannett Co., Inc.,  
7950 Jones Branch Drive  
McLean, VA 22107

with a copy to **CROWDRISE**:



855 Jefferson Ave  
PO Box 1329  
Redwood City, CA 94062

**11. NOTICE:**

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 Challenge in violation of these Official Rules and/or criminal and/or civil law.

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**13. QUESTIONS REGARDING THE CHALLENGE?** For questions or issues with the CrowdRise platform, please contact [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com). For questions related to the A Community Thrives program structure and grant giving, please contact [act@usatodaynetwork.com](mailto:act@usatodaynetwork.com).