

**CROWDRISE HOLIDAY CHARITY CHALLENGE 2016**  
**GIVING TUESDAY BONUS CHALLENGE #2**  
Sponsored by CrowdRise, Inc. (“Sponsor”)

OFFICIAL RULES

**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.**

Please read these Giving Tuesday Bonus Challenge #2 Official Rules (“Official Rules”). By participating in this Promotion, Entrants and all Participants unconditionally agree to these Official Rules and all decisions by CrowdRise, Inc. (the “Sponsor” and “Administrator”), which are final and binding in all matters related to this Bonus Challenge #2. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and Administrator. Unless otherwise defined herein, capitalized terms shall have the same meaning as in the Challenge Rules for the CrowdRise Holiday Charity Challenge (the “Challenge”).

- 1. ELIGIBILITY:** The Giving Tuesday Bonus Challenge #2 (“Bonus Challenge #2”) is open only to charitable organizations eligible to participate in the Challenge and which comply with the Challenge Rules (available at <https://cdncustom.crowdrise.com/promo/OfficialRules-CrowdRiseHolidayCharityChallenge2016.pdf>), the CrowdRise Terms & Conditions (<https://www.crowdrise.com/about/terms>), and all applicable law. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.
  
- 2. GIVING TUESDAY BONUS CHALLENGE #2 PERIOD:** The Bonus Challenge begins on November 29, 2016 at 12:00:00am Eastern Time (ET) and ends on November 29, 2016 at 11:59:59pm ET (“Giving Tuesday Bonus Challenge #2 Period”). CrowdRise’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 odds of the Bonus Challenge at any time before, during or after the Giving Tuesday Bonus Challenge #2 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 winner.
  
- 3. HOW TO ENTER:** Go to CrowdRise (the “Website”) here: <https://www.crowdrise.com/givingtowerholidaychallenge>, and follow the on-screen instructions to fundraise to your Charity Team Fundraising Page (“Fundraising Page”) during the Giving Tuesday Bonus Challenge #2 Period. The one (1) Eligible Charity to raise the most eligible monetary donations online through their fundraising page is the Potential Winner. Limit: one entry per charity.

Donations must meet all criteria set out in the Challenge Rules to be eligible. Donations must be made on the Website to the fundraiser 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 Giving Tuesday Bonus Challenge #2 Period to count toward the Bonus Challenge. Donations made outside of the Challenge, outside the Giving Tuesday Bonus Challenge #2 Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made outside the fundraiser or on CrowdRise.com, or any other donations not successfully processed online via credit card (“offline donations”) are not eligible and will not be counted.

Assurance of delivery of donations is the sole responsibility of the Applicant. A Charity or its proxy may not donate any money to its own fundraising page that would be counted towards its donations for the Bonus Challenge #2 and Challenge, whether by taking money from its own account(s) to donate to itself or otherwise, no matter the intent. This includes, without limitation, receiving cash or check donations or having an employee, the Applicant, Board Member, Officer or other individual act as a proxy for the charity.

Please note that although you may receive credit for the purposes of this Bonus Challenge for the full amount donated, the ultimate recipient of your donation may receive less than the full amount that donated after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.

**GENERAL: There is a limit of one (1) entry permitted per charity during the Bonus Challenge #2 Period.**

All entries are subject to verification of eligibility before a prize can be awarded. If you do not meet eligibility requirements, your entry is automatically void; donation(s) will not be refunded automatically. Your receipt and any confirmation email you receive are not confirmation of entry. It is the individual donor's responsibility alone to determine the tax-consequences of their donations. Donations made by the winner may not be tax-deductible and the winner's prize may be taxable. Every participant must agree 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 follow all of the instructions, provide the required information in their donation, or abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified at either of Sponsor or Administrator's sole and absolute discretion. All entries that are late, lost, misdirected, deleted, illegible, incomplete, damaged, destroyed, forged, invalid or otherwise not in compliance with the Official Rules may be disqualified from the Bonus Challenge at either of Sponsor's sole and absolute discretion.

- 4. PRIZE:** There is one (1) prize available, consisting of a twenty-five thousand dollar (\$25,000 USD) Challenge Grant to the winning Charity and distributed after the Challenge in accordance with the Challenge Rules.

The value will not count for the purposes of determining any other promotion in the Challenge. Each Potential Winner is subject to a re-verification process at the end of the Challenge, prior to any prize being awarded. Sponsor reserves the right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner ("Official Winner" or "Winner"). Neither CrowdRise nor Sponsor are 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. Limit: one (1) prize per Winner (charity).

- 5. SELECTION WINNERS AND ODDS OF WINNING:** The Bonus Challenge #2 Contest will end on November 29, 2016 at 11:59:59pm ET and at or around the end time, Sponsor or its representative will determine the top one (1) Eligible Charity that raised the most eligible monetary donations online through their Fundraising Page from all eligible entries for a total of one (1) Potential Winner. Entries are subject to verification by Sponsor 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. Odds of winning depend upon the total number of eligible entries received. 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 all suspect entries. In the

event of a tie, the Challenge Grant will be equally split between the eligible charities that raised the most eligible monetary donations online through their fundraising pages during the Bonus Challenge #2 Period. In no event will the total amount of the Challenge Grant awarded exceed \$25,000.

- 6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner will be notified by email and/or telephone within seven (7) business days after verification by Sponsor or Administrator or their representative. You will be notified only at the email address Applicant used to register on CrowdRise.com or email his/her entry. Administrator will make three (3) attempts to contact the Potential Winner. Potential Winner is not declared final and shall not receive a Prize until verified and declared an Official Winner (“Official Winner”) by Sponsor. Prizes and Challenge Grants are not distributed until after the end of the Challenge. Additionally, Prize Provider’s obligation to provide the Challenge Grants and prizes is contingent upon compliance with the Rules, and all recipients submitting an affidavit of eligibility and liability release and, where permitted, a publicity release and a Form W9 (or other similar forms, as may be required by law). Additional releases and information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded.

Additionally, if (a) Potential Winner cannot be contacted by Sponsor after three (3) attempts, (b) Potential Winner’s Applicant has not contacted Sponsor within two (2) weeks of the date of verification, (c) Potential Winner is ineligible and/or (d) Potential Winner declines the Prize, then Potential Winner will not be declared an Official Winner and forfeits the Prize. One new Potential Winner may be selected, time permitting and at Sponsor’s sole and final discretion. Applicant/Charities agree that Sponsor’s and Administrator’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 Potential Winners that are declared the Official Winners by Sponsor within approximately seventy-five (75) days after the receipt of forms. Taxes and fees, if any, are the sole responsibility of winner.

- 7. Intellectual Property, Publicity and Privacy:** Each winning Charity also consents to CrowdRise’s use of the winning Charity’s name, trademarks, trade names, service marks, and logos, as well as the winning Charity’s and Applicant’s likenesses, photographs, voices, opinions and/or hometowns 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 to the full extent permitted by law. The Applicant may be required to sign a document to this effect. The winning Charity and its authorized representatives irrevocably grant CrowdRise/Sponsor/Prize Provider(s) 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 winning Charity’s participation in the 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 winning Charity 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 winning Charity’s names, trademarks, trade names, service marks, and logos on Sponsor’s websites. By entering the Challenge, Applicant consents to the collection, use and disclosure of your personal information by Sponsor and Administrator for the purpose of administering the Challenge. You may also have the opportunity to sign up to receive 10 promotional emails from 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. To the full extent permitted by law, the name, address (city and state), image and biographical information of Applicant and/or Rep may be used by Sponsor in a published winners list and 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. Information collected from entrants is subject to these Official Rules as well as Sponsor's Privacy Policy located at <https://www.crowdrise.com/about/privacy>.

8. **General Conditions.** This Challenge is void where prohibited or restricted by law and subject to all applicable federal, state and local laws, rules and regulations.

CrowdRise, and their advertising and promotion agencies, and their respective agents, and any other person or entity responsible for the Challenge (collectively, the "Challenge Parties") reserve the right to disqualify any Participant if, in the sole discretion of any of them, such Participant's conduct during the Challenge Period is not in alignment with the Challenge Parties' values; such Participant has acted fraudulently in any way, prior, during or after the Application Period or Challenge Period; or if a Charity's participation in the Challenge could result in public disrepute, contempt, scandal or ridicule for any of the Challenge Parties; or could reflect unfavorably on the Challenge Parties. Any Charity that has engaged in any abusive or fraudulent behavior or disparages or defames a Challenge Party in any manner will not be accepted into the Challenge, or if accepted, may be disqualified. The Challenge Parties shall have absolute discretion to determine if behavior is fraudulent or abusive. If any Charities' mission, purpose or intended use of funds raised or won are not legal at the state and federal levels, they may be ineligible. Additionally, in all such cases, if the Challenge Parties have already accepted a charity into the Challenge, the Challenge Parties reserve the right to disqualify the Charity from participation in the Challenge. The Challenge Parties reserve the right, in their sole discretion, to prohibit any person or Charity from participating in the Challenge for any reason, including without limitation: (i) any attempt by any such party to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices; (ii) acting in violation of these Challenge Rules or CrowdRise Terms; or (iii) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or charity. Without limiting the foregoing, the use of automated software or computer programs is prohibited and any individual who uses or attempts to use such methods to apply for, enter, or otherwise participate in any way in the Challenge will be disqualified.

Challenge Parties are not responsible for lost, late, past-due or incomplete entries due to technical failures of any kind. Sponsor reserves the right to disqualify any submissions that are inappropriate or otherwise non-compliant with these Official rules. Challenge Parties are not responsible for lost, late, past-due or incomplete donations or due to technical failures of any kind. Challenge Parties are not responsible for "offline donations" made by donor for any reason. The Challenge Parties reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Challenge should any virus, bug, technical failures, unauthorized human intervention, force majeure, or other causes beyond the Challenge Parties' control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge.

**CAUTION. ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CHALLENGE PARTIES RESERVE 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 and are their sole responsibility.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of such

provision. The invalidity or unenforceability of any provision of these Challenge Rules shall not affect the validity or enforceability of any other provision. If any provision of the Challenge Rules is determined to be invalid or otherwise unenforceable, then the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

- 9. General Release and Limitation of Liability:** All Applicants and Charities expressly agree to release and hold harmless the Challenge Parties 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, members, shareholders 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 application process, the Challenge or (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of this Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. All Applicants and Charities 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 applications, entries, 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, the application or the Challenge; (iii) any condition caused by events beyond the control of the Challenge Parties that may cause the application process or the Challenge or any results in the Challenge to be changed, disrupted or corrupted; (iv) any printing, processing, payment, banking, credit card, computer, human, typographical or other errors or ambiguities in (or involving) any materials, assessments, or otherwise associated with the application processor the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the application process or the Challenge; (vi) acceptance, possession, or use of the Grand Prize or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the application process or the 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 any party's email account to receive email messages or insufficient space on any party's computer, and (iv) any alleged violation by the applicant, charity or Participant 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.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

- 10. Governing Law and Disputes:** All federal, state and local laws, rules and regulations apply. Void where prohibited by law. 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.

TO THE FULL EXTENT PERMITTED BY LAW, YOU AND CROWDRISE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU CROWDRISE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

- 11. Winners List:** To obtain list of winners, send an email to [GivingTower@CrowdRise.com](mailto:GivingTower@CrowdRise.com) with the following subject line: "Please send the winners list for the CrowdRise Holiday Charity Challenge – Bonus Challenges." Requests must be submitted after the Bonus Challenge has ended and received by April 5, 2017. The list will be sent to requesting parties after selection and verification of winners.
  
- 12. QUESTIONS REGARDING THE CHALLENGE?** Email the Challenge Administrator at [GivingTower@CrowdRise.com](mailto:GivingTower@CrowdRise.com).

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