

OFFICIAL RULES
CROWDRISE HOLIDAY CHARITY CHALLENGE 2016 - 2017
Sponsored by CrowdRise, Inc. ("Sponsor")

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN THE CROWDRISE HOLIDAY CHARITY CHALLENGE 2016 – 2017 ON CROWDRISE.COM (THE “CHALLENGE”) AND ANY SUCH PURCHASES, DONATIONS OR PAYMENTS WILL HAVE NO INFLUENCE ON ENTRY INTO THE CHALLENGE AND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **Introduction:** The CrowdRise Holiday Charity Challenge (hereinafter the “Holiday Challenge” and “Challenge”, formerly, “Giving Tower Holiday Challenge”) is a fundraising promotion for United States 501(c)(3) tax-exempt public charities (“Eligible Charities”) to fundraise for their cause and compete to win up to a total of \$250,000 in Challenge Grants (the “Challenge Grants”). Challenge Grants are provided, in part, by Craig Newmark Foundation totaling \$100,000 and Charity Network totaling \$25,000 (“Prize Providers”). CrowdRise, Inc. is the Sponsor (the “Sponsor”) for the Challenge, provides the technology platform and is the Administrator (the Administrator”) of the Challenge. CrowdRise is located at 130 West 5th Street, Royal Oak, MI 48067. You hereby acknowledge and agree that CrowdRise is not, in any of its capacities/roles related to the Challenge, providing any fundraising, legal, tax advice or any other counseling to any Participant in this Challenge. Eligibility and donation restrictions apply.

The Challenge starts on November 22, 2016 at 12:00pm Eastern Time (ET) and ends on January 5, 2017 at 1:59:59pm ET (the “Challenge Period”). The Challenge is hosted on the CrowdRise platform, at: <https://www.crowdrise.com/GivingTowerHolidayChallenge> (the “Challenge Website” or the “Website”). Each Charity that participates in the Challenge will have a fundraising page on the Challenge leaderboard (“Challenge Leaderboard”). The top five (5) Eligible Charities that raise the most eligible monetary donations online through their fundraising page (“Fundraising Page”) on the Website during the Challenge Period (as specified in these Challenge Rules) are the Potential Winners of the five (5) Grand Prize Challenge Grants. The Grand Prizes are as follows:

1 st Place Grand Prize donation	\$100,000
2 nd Place Grand Prize donation	\$50,000
3 rd Place Grand Prize donation	\$25,000
4 th Place Grand Prize donation	\$10,000
5 th Place Grand Prize donation	\$5,000

There are additional promotions throughout the Challenge for Eligible Charities called “Bonus Challenges” for which details can be found on CrowdRise.com (the “website”) here throughout the course of the Challenge and subject to change at the sole discretion of the Sponsor: <https://www.crowdrise.com/GivingTowerHolidayChallenge>.

These Challenge Rules govern the promotions and operation of the Challenge and apply to Eligible Charities and any Participant in the Challenge, including but not limited to each entrant, Applicant, organization, individual entity, fiscal sponsor, fundraiser, team member, donor, potential winner, winner of the Challenge, and any other users of the CrowdRise platform that are involved in the Challenge in any manner (each a “Participant” and collectively, “Participants”). The Challenge is further governed by the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms (“CrowdRise Terms”). In the event of a conflict between these Official Challenge Rules (the “Challenge Rules”) and the CrowdRise Terms, these Challenge Rules govern and control only to the extent of such conflict. Eligible Charities and Participants must comply with all facets of the Challenge Rules and the CrowdRise Terms. You hereby unconditionally agree to these Challenge Rules and the CrowdRise Terms, and to abide

by any and all decisions by CrowdRise, which are final and binding in all matters related to this Challenge. All donations made in connection with the Challenge are governed by these Challenge Rules and the CrowdRise Terms. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.

2. **Eligibility:** The Challenge is open to the following entities: (a) United States 501(c)(3) tax-exempt public charities; or (b) United States charity organizations that have a fiscal sponsorship agreement with another tax exempt charity (each an “Eligible Charity” or “Charity,” and collectively “Charities”).

The representative signing up on behalf of the Charity (the “Applicant”) hereby represents and warrants that they are a representative of the Charity; has authority to bind that Charity to the Challenge Rules and the CrowdRise Terms; and hereby agrees to the Challenge Rules and CrowdRise Terms on behalf of their respective Charity. Charities may also be referred to as “Charity teams”, “teams” and “organizations”. If Applicant does not agree and/or does not have the authority to agree to the Challenge Rules and CrowdRise Terms on behalf of his/her Charity, neither he/she nor the Charity may register or participate. All Applicants must be at least age 18 or the age of majority in your jurisdiction, whichever is greater, at the time of entry, and reside in the United States. Applicant may not be an employee of CrowdRise or anyone involved in the development and execution of the Challenge or their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies 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.

To participate in the Challenge, each Charity must: (a) have a legally registered account on the Website; (b) be able to receive donation(s) via the Website without any customization of the Website or donation process; and (c) be in current and ongoing good standing under all applicable federal, state and local laws, rules and regulations throughout the Challenge Period, including without limitation laws and regulations applicable to Charity’s fundraising activities. A charitable organization that does not meet the above requirements on its own may be eligible to participate if it has a verifiable contractual relationship with a fiscal sponsor.

The following organizations are not permitted to participate in this Challenge: (i) organizations that practice discrimination by race, creed, color, gender, sexual orientation, age, or national origin; (ii) organizations that serve only their own memberships (such as those types of fraternal organizations, pageants, labor organizations or religious groups that do not provide services to persons who are not members (or relatives) of the particular group); and (iii) organizations affiliated with political parties, political candidates, and /or political lobbyists. Sponsor and Administrator reserve the right, in each of their respective and absolute discretion, to exclude any Charity, organization, fundraising team, fundraiser or Participant they determine is inappropriate for any reason, or with or without cause, at any time. All donations made in connection with the Challenge are governed by these Challenge Rules and CrowdRise Terms.

Additionally, “CrowdRise Founding Partners” and “CrowdRise Featured Partners” are not eligible to participate or win a Grand Prize or Bonus Challenge Prize.

In order to take part in the Challenge and to be eligible to win and receive a Challenge Grant, each Eligible Charity hereby agrees that they have read, agreed to, and will comply with the CrowdRise Terms and Conditions and these Challenge Rules, and further agrees that all decisions by CrowdRise are final and binding in all matters related to this Challenge.

3. How to Sign Up and Participate:

Step One: This Challenge is open to Eligible Charities that set up a new fundraising page for its charity in the 2016 CrowdRise Holiday Charity Challenge online here: <https://www.crowdrise.com/GivingTowerHolidayChallenge> by December 16, 2016 at 5:00:00 pm ET. Participation into the Challenge does not constitute or imply CrowdRise's endorsement, recommendation or favoring of any Charity participating in this Challenge and does not create any partnership with any Charity. One (1) entry per Charity during the Challenge.

Step Two: Each charity must be eligible per these Official Rules and display a fundraising page on CrowdRise.com here: <https://www.crowdrise.com/GivingTowerHolidayChallenge>. As a condition to participation in the Challenge and use of its fundraising page, your charity must agree to these Official Rules and the CrowdRise Terms and Conditions.

Step Three: On each Charity's fundraising page is a "Donate" button and a "Fundraise for this Campaign" button. The "Donate" button will turn on when the Challenge begins on November 22, 2016 at 12:00:00pm ET and the "Fundraise for this Campaign" button is active as soon as Charities have a registered page in the Challenge at which point the charities may invite team members to join their team to fundraise alongside them for their charity to prepare for the Challenge.

4. **Donation Restrictions:** The following restrictions govern donations made through the Challenge and Charities agree that any determination by Sponsor or Administrator as to whether a donation complies with these restrictions and requirements shall be final and binding.

- a. The minimum donation is ten dollars (\$10).
- b. Limit of ten thousand dollars (\$10,000) per donation.
- c. No single donor (individual) may account for more than 75% of the total raised by a Charity team. If an individual accounts for more than 75% of the total raised, every donation made by that donor to that charity's team will not count for determination of the winners of the Grand Prizes in the Challenge.
- d. A charity must receive online donations from at least twenty-five (25) "unique donors" during the Challenge Period to be eligible to win a grand prize. A unique donor is defined as a donor that has entered billing information (name, address and email address) distinct from any other donor who makes a donation to the same charity.
- e. Donations must be made on the Website via the Charity's Challenge Fundraising Page 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 Challenge Period to count toward the Challenge. Donations made outside of the Challenge, outside the Challenge Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to a Charity's non-Challenge fundraising page or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card ("offline donations") are not eligible and will not be counted toward the Challenge. Sponsor is not responsible for "offline donations".
- f. A Charity or its proxy may not donate any money to its own Fundraising Page that would be counted towards its donations for the Challenge, whether by taking money from its own account(s) to donate to itself or otherwise, no matter the intent. This includes, without limitation, receiving cash donations or having an employee, the Applicant, or

other individual act as a proxy for the Charity.

5. Additional Restrictions:

- a. Two or more Charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Fundraising Page in order to increase their odds in the Challenge without express written permission of Sponsor.
- b. Donations must appear on your Challenge Fundraising Page. Administrator cannot transfer donations from another Fundraising Page on the Website to your Challenge Fundraising Page.
- c. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express written permission of the Sponsor.
- d. Charities and their Applicants agree that they are solely responsible for ensuring that funds raised are used in accordance with the Charity's charitable mission.

Charities found in violation of these Challenge Rules are subject to disqualification at the sole discretion of Sponsor.

6. Challenge Period and Donations: The Challenge begins on November 22, 2016 at 12:00:00 PM ET and ends on January 5, 2017 at 1:59:59 PM ET (the "Challenge Period"). Donors may donate to a Charity via the Website at any time during the Challenge Period. CrowdRise's server and computer clock is the official time-keeping device. Donations are counted towards the Challenge after such donation has been successfully processed to completion through CrowdRise and its third party payment processor(s) and verified by Sponsor in its sole discretion (and which has not been subject to subsequent chargeback or dispute). Donations can take time to process. Donations shall only count toward the Challenge if they are successfully processed before the end of the Challenge Period as determined by Sponsor in their sole respective discretion. The amount of donations listed on the Challenge Leaderboard or on the scrolling list of donations on any particular Charity's Fundraising Page do not constitute the official donation results and are subject to confirmation by Sponsor before such donations are included in the final official Challenge Leaderboard results.

7. Leaderboard; Donation Scroll Box; Tallies: During the Challenge, CrowdRise will provide a Challenge leaderboard on its website's Challenge page here:

<https://www.crowdrise.com/GivingTowerHolidayChallenge>. The leaderboard will track the amount of donations made to teams online via the CrowdRise platform during the Challenge Period. The leaderboard is provided to provide Challenge participants with a general idea of how much money they have raised online compared to other participants during the Challenge Period. CrowdRise also provides a donation scroll box on each fundraising page that provides the names of donors (or an anonymous notation) and the amounts donated. CrowdRise will make reasonable efforts to update and maintain the accuracy of the leaderboard and donation scroll box as a convenience to Challenge participants; Sponsor makes no representations, warranties or promises of any kind that the leaderboard or donation scroll boxes on CrowdRise.com or elsewhere will be updated on a real-time basis; will always be accurate; or represent the official standings, results or leaders of the Challenge at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. All Challenge participants expressly acknowledge and agree to these limitations; agree that they have no claim whatsoever against the Sponsor or the Prize Providers based upon information in either the leaderboard or donation scroll boxes; and that neither the leaderboard or the donation scroll represents official

results of the Challenge until Sponsor verifies the winners and expressly announces the final results and winners.

8. Grand Prize Challenge Grants: Five (5) Challenge Grants are available to the 1st through 5th place winners of the Challenge. The winners are determined based on the amount of money that the Charity raises through the Website during the Challenge Period. Winning a Challenge Grant is dependent upon each Charity's fundraising skills. The Charity team that raises the most amount of money during the Challenge Period wins the 1st place Challenge Grant, a one hundred thousand dollar (\$100,000 USD) donation from Sponsor; the Charity that raises the second most amount of money during the Challenge Period wins the 2nd place Challenge Grant, a fifty thousand (\$50,000 USD) donation from Sponsor; the Charity that raises the third most amount of money during the Challenge Period wins the 3rd place Challenge Grant, a twenty five thousand (\$25,000 USD) donation from Sponsor; the Charity that raises the fourth most amount of money during the Challenge Period wins the 4th place Challenge Grant, a ten thousand (\$10,000 USD) donation from Sponsor; the Charity that raises the fifth most amount of money during the Challenge Period wins the 5th place Challenge Grant, a five thousand (\$5,000 USD) donation from Sponsor.

Potential Winner(s) will be notified by email and/or telephone within seven (7) business days after verification by Sponsor or its 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 Winners are not declared final and shall not receive a Challenge Grant until verified by Sponsor. Prize Providers obligation to provide the Challenge Grants during the Challenge is contingent upon all recipients complying with the Grand Prize and Restricted Funding Requirements herein, submitting an affidavit or declaration 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 paperwork, releases, and additional information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded. Additionally, if Sponsor is unable to contact a Potential Winner, if Potential Winner is ineligible or if Potential Winner declines the Challenge Grant, the Challenge Grant will be potentially awarded to the Charity that raised the next highest amount of money during the Challenge Period, time permitting and in Sponsor's sole and absolute, final discretion.

9. Determination of Winners: The five (5) Eligible Charities that raise the first greatest, second greatest, third greatest, fourth greatest and fifth greatest amounts of eligible monetary donations online on its Challenge Fundraising Page in the CrowdRise Holiday Charity Challenge 2016 on CrowdRise.com during the Challenge Period are the Potential Winners of the Challenge. A Potential Winner must be still eligible to participate and win, be in compliance with the Official Rules, CrowdRise Terms and Conditions and the law, and return all the requested paperwork in the stated timeline. They must adhere to any additional requirements of Sponsor and/or Prizing Provider, to the extent permitted by law. Once these requirements are met, the Potential Winner(s) are declared the Official 1st- 5th Place winners of the Challenge and will be awarded the grand prize Challenge Grants. In the event of a tie, there may be more than five winners; a tie will be determined as follows:

In the event of a tie in the amounts raised by two or more Charities, the winners will be determined as follows: If two or more Charities that raise the top five greatest amounts of money raise the identical amount of money during the Challenge Period, the Charities will equally split the sum of the Challenge Grants they would each win had they ranked in succession. So, for example, if Charities A and B tie for 1st place, they will split the sum of the 1st and 2nd place Challenge Grants (i.e. splitting \$150,000). In no event will the total amount of Grand Prizes awarded exceed \$190,000.

Any Charity or Applicant who does not follow all of the restrictions, requirements, provide the

required information, or abide by these Official Challenge Rules or other instructions of Sponsor, may be disqualified at Sponsor's sole and absolute discretion. All required information that is late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Challenge Rules may result in a Charity being disqualified from the Challenge at Sponsor's sole and absolute discretion.

In the event of a dispute as to the identity of any Applicant or Charity that submits an entry, the entry will be deemed submitted by the account holder of the email from which it was sent, and if not a valid email or entrant, then from the account holder on CrowdRise.com, but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by its service provider, or CrowdRise.com upon entry to the Challenge or upon registration on CrowdRise. All Potential Winners may be required to show proof of being the registered account holder and proof of identity and authority to agree to bind Charity to the Challenge Rules and CrowdRise Terms. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid fundraising pages, team pages, donations, refunds or chargebacks on the Challenge page.

10. Pricing: There are no upfront costs to join the Challenge. For the duration of the 2016 CrowdRise Holiday Charity Challenge, CrowdRise is offering participating charities to upgrade to the CrowdRise 'Tre' pricing plan at no cost. Coupon codes that charities should use to upgrade to the 'Tre' plan will be communicated separately. Once a charity signs up for the Tre plan, the per transaction fee will be 5.9% of the gross donation plus credit card fees with the donor presented the option to cover these fees. Full details on the charity pricing plans, including the Tre, can be found here: <https://www.crowdrise.com/charities/choose>.

11. Intellectual Property; Privacy and Publicity: 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>.

12. 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, Prize Providers 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.

13. 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.

14. 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 CHALLENGE PARTIES AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR CHALLENGE PARTIES 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 CHALLENGE PARTIES 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 CHALLENGE PARTIES, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

15. Winners List: To obtain list of winners, send an email to GivingTower@CrowdRise.com with the following subject line: "Please send the winners list for the CrowdRise Holiday Charity Challenge." Requests must be submitted after the Challenge has ended and received by April 5, 2017. The list will be sent to requesting parties after selection and verification of winners.

16. QUESTIONS REGARDING THE CHALLENGE? Email the Challenge Administrator at GivingTower@CrowdRise.com.

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