

## **FUND THE SHELTERS CHALLENGE OFFICIAL RULES**

The Fund the Shelters Challenge (hereinafter, the “Challenge”) is sponsored by The Michelson Found Animals Foundation, Inc. (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). The Sponsor is responsible for providing the prizes for the Challenge. The mission of the Challenge is here: [www.crowdrise.com/FundtheShelters](http://www.crowdrise.com/FundtheShelters). Your participation in the Challenge means that you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise, 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, the District of Columbia, or Puerto Rico, (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) and 501(c)(4) of the Internal Revenue Code, or through a fiscal sponsorship, throughout the Challenge Period, (d) that have an annual operating budget between twenty five thousand dollars (\$25,000) and twenty million dollars (\$20,000,000), (e) have received an e-mail invitation to participate in this Challenge, and (f) serve shelter animals that are dogs, cats, birds and/or rabbits. Two (2) or more charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Campaign (defined below) page or otherwise combine efforts or resources in order to increase their odds in the Challenge. 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 members (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 to participate. 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 Purpose (as defined in Section 3). 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 Challenge 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 Challenge 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 are non-refundable. Donations may not be transferred to the Campaign from another fundraising page or 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.

**Unique Donor Requirements to Win a Grand Prize.**

An entrant must receive eligible 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. No unique donor’s total contribution to a Campaign may account for more than 75% of the total raised by any entrant participating in the Challenge. If a unique donor’s total contribution accounts for more than 75% of the total raised, every donation over 75% of the total raised made by that unique donor to the Campaign will not count for determination of the winners of the Challenge. **Proxy donations do not count.** Each person that donates themselves is unique. Donor’s billing and credit card information determines who is the donor. Donors may check a box to make their name anonymous from the public and that will not affect the unique donor determination. Donors may also change their name by recording any “Display Name” for the public view and this also will not affect the unique donor determination. So, for example, if John Doe donates twice and displays one for the public view on the Website as being from Jane Doe, his sister, that does not establish Jane as a unique donor. John would have donated as a proxy for Jane and proxy donations do not establish unique donors.

2. **CHALLENGE PERIOD:** The Challenge begins on April 9, 2019 at 12:00:00pm Eastern Time (ET) and ends on May 9, 2019 at 1:59:59pm ET, such period referred to herein as the “Challenge Period”. CrowdRise’s server and computer clock is the official time-keeping device for the Challenge.

3. **HOW TO ENTER AND WIN:**

(a) **Step One:** Register via the online form provided via a link in an email from the Sponsor or its representative to enter the Challenge no earlier than February 21, 2019 at 9:00am ET and no later than April 23, 2019 at 5:00pm ET, to create a new fundraising campaign (a “Campaign”) within the Challenge Website to raise eligible monetary donations prior to the annual Clear the Shelters event

(the "Purpose") during the Challenge Period.

- (b) **Step Two:** The Sponsor shall review each application and deem whether each entrant is approved to participate in the Challenge. Entrants will be notified of their acceptance (or denial) by within fourteen (14) days. Invitation and acceptance into the Challenge does not constitute or imply Sponsor's or CrowdRise's endorsement, recommendation or favoring of any entrant. Denial does not constitute disfavor. Due to time constraints and for no other reason, entrants will not receive a substantive reason explaining the denial or acceptance of any entrant that wishes to participate in the Challenge. CrowdRise does not participate in the Application approval process.
- (c) **Step Three:** If entrant is accepted to participate in the Challenge, the entrant must agree that Sponsor and CrowdRise may: (a) register a new Challenge fundraising page for your organization on the Website using the information in your application for your organization to raise money for the Purpose; (b) use your charity's logo on your charity's website; and (c) your application and organization hereby unconditionally agree to these Official Rules and the CrowdRise Terms, and to abide by any and all decisions by the Sponsor and CrowdRise, which are final and binding in all matters related to this Challenge.
- (d) **Step Four:** The six (6) entrants with the Campaigns that generate the most eligible monetary donations for the Purpose during the Challenge Period will be deemed the potential winners of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Place Grand Prizes (so long as each has received donations from at least twenty-five (25) Unique Donors (and has met all other eligibility requirements in Section 1 and complies all other provisions in these Official Rules).

**Limit one (1) Campaign page per entrant.**

All Campaigns are subject to verification of eligibility before a prize can be awarded. For example, if your Campaign, Purpose or charity information entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or CrowdRise may be disqualified at Sponsor's or CrowdRise's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Challenge at Sponsor's or CrowdRise's sole and absolute discretion.

Winner's prize may be taxable. Every entrant understands and agrees that information provided by Sponsor or CrowdRise is not legal or tax advice; if necessary, entrant is advised to consult a professional, including a tax professional.

- 4. **PRIZES:** There will be six (6) winners, who will receive the following prize amounts toward their respective Campaign(s):

- 1<sup>st</sup> Place: \$50,000
- 2<sup>nd</sup> Place: \$35,000
- 3<sup>rd</sup> Place: \$20,000
- 4<sup>th</sup> Place: \$15,000
- 5<sup>th</sup> Place: \$10,000
- 6<sup>th</sup> Place: \$5,000

The Approximate Retail Value ("ARV") of all prizes: One hundred thirty five thousand dollars (\$135,000).

The prizes are non-transferable by the winners, and no substitution of prizes are offered, except at the sole discretion of the Sponsor. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a prize, winner may be required to provide proof of identification or eligibility. Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or

costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used. All prizes 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). Delivery will be via check and will only be to the verified winner’s physical mailing address (no P.O. Boxes) in the fifty (50) United States or the District of Columbia except in Sponsor’s sole and absolute discretion and will be the physical mailing address entrant used at the time of entry. Neither Sponsor nor CrowdRise are responsible for lost or stolen checks, prize utility, quality, damages of any kind during shipping or anytime thereafter. Delivery date within sixty (60) days after the Challenge has ended and the exact date is to be determined by Sponsor.

**5. SELECTION AND VERIFICATION OF WINNER(S):** Within five (5) days of the Challenge End Date, the eligible entrants with the Campaigns that generate the most eligible monetary donations for the Purpose during the Challenge Period that comply with these Official Rules and requirements herein will be deemed the potential winners and will be notified by CrowdRise via e-mail. In the event of a tie, the entrants will split the applicable prizes (e.g., if there is a tie for first and second place, the entrants will split the sum total of the first and second place prizes). In the event any potential winner does not accept the prize within three (3) business days of notification, any winner is ineligible, or the prize or prize notification is not deliverable, the entrant with the Campaign that generates the next most eligible donations for the Purpose during the Challenge Period may be contacted as an alternate winner. Neither Sponsor nor CrowdRise are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s) or prize utility, quality, damages of any kind during shipping or anytime thereafter. Potential winner(s) 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 prize. Except where prohibited, participation in the Challenge constitutes each winner’s consent to Sponsor’s and CrowdRise’s and their respective agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and 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. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

**6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** CrowdRise reserves 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 deems 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 winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) 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 prize, winner(s) agrees to release and hold harmless Released Parties from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All 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 prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Challenge and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of law's 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 prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the 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@gofundme.com](mailto:felix@gofundme.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 94063 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or

provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) Conflict: In the event of any conflict between any term or condition in this Section 7 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 control.

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 prize fulfillment. You may also have the opportunity to sign up to receive 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 winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner's list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise's Privacy Policy: <https://www.crowdrise.com/about/privacy>.
9. **WINNERS LIST:** To obtain a list of winner(s), send an email to [felix@gofundme.com](mailto:felix@gofundme.com) with the following subject line: "Please send the winners list for the Fund the Shelters 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:

Michelson Found Animals Foundation, Inc.  
3000 S. Robertson Blvd. Suite 105  
Los Angeles, CA 90034

with a copy to **CROWDRISE**:

GoFundMe, Inc.  
855 Jefferson Ave  
PO Box 1329  
Redwood City, CA 94063

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.
12. **Copyright** © 2019 GoFundMe, Inc. All rights reserved. GoFundMe, CrowdRise and any associated logos are trademarks of GoFundMe, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.
13. **QUESTIONS REGARDING THE CHALLENGE?** Send an email to [felix@gofundme.com](mailto:felix@gofundme.com).