

GIVE DETROIT CHALLENGE 2016 “EXPOSURE PACKAGE” PROMOTION  
A Promotion for the Charitable Organizations in the Give Detroit Challenge 2016  
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.**

Our mean lawyer insists that you read these Official Rules. Your participation in this Sweepstakes means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to this Sweepstakes. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and/or Prize Provider.

There are two (2) prizes available in this Sweepstakes. At least one (1) prize shall go to one (1) charity that has yet to win a promotion offered by Hour Media and/or CrowdRise in the Give Detroit Challenge 2016.

- 1. ELIGIBILITY:** The Give Detroit Challenge 2016 Exposure Package Promotion is a Sweepstakes open only to charitable organizations already approved by Hour Media to participate in the Challenge and which comply with the Official Challenge Rules (available at <https://cdncustom.crowdrise.com/promo/GiveDetroitChallenge2016-HourDetroit-OfficialChallengeRules.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. Restrictions Apply. One restriction includes: There are two (2) prizes, Prize Packages One and Two. There will be a separate winner and separate drawing for each. The drawing for Prize Package One will take place first. The drawing for Prize Package Two will take place next and after all other Hour Media and/or CrowdRise sponsored promotions in the Challenge have ended and those winners have been determined because Prize Package Two can only be awarded to charitable organizations that have not yet won a promotion offered by Hour Media and/or CrowdRise in the Give Detroit Challenge (the “Challenge”).
- 2. PROMOTION PERIOD:** The Sweepstakes begins on November 1, 2016 at 2:00:00pm Eastern Time (ET) and ends on November 10, 2016 at 1:59:59pm ET (“Promotion Period”). Sponsor’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 leaders of the Sweepstakes 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. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.
- 3. HOW TO ENTER:** During the Promotion Period, your charity may enter by either of the following methods:
  - (1) Go to CrowdRise (the “Website”) here: [www.CrowdRise.com/givedetroitchallenge](http://www.CrowdRise.com/givedetroitchallenge) and follow the on-screen instructions to fundraise at least five hundred dollars (\$500) online and your charity will be entered one (1) time into the drawing for a chance to win the prize. For every additional \$500 fundraised your charity will receive one (1) additional entry.

Donations must be made on the Website using a credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and its third

party payment processor during the Promotion Period to count toward the Sweepstakes. Donations made outside of the Sweepstakes, outside the Promotion 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 and timeliness of delivery of donations is the sole responsibility of the donor and Entrant, not Sponsor, Prize Provider or Administrator.

If donor asks for and receive a chargeback or refund of his/her donation, you agree that your entry may be void, you may not win or may no longer be the winner and be required to return a prize if the prize has already been awarded to you.

Please note that although you may receive an entry for the full amount listed above, the ultimate recipient of your donation may receive less than the full amount that is donated after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.

**OR**

(2) To Enter for Free: Go to: <https://www.crowdrise.com/freealternatemethodofentry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. Your form must be submitted and received during the Promotion Period and must be complete and accurate, or your entry is automatically void. Each submission is one entry. One form submission is one (1) entry.

All entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or provided in your entry form does 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 entrant’s sole responsibility 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 entry form, or abide by these Official Rules or other instructions of Sponsor or Prize Provider may be disqualified at either of Sponsor’s or Prize Provider’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 Sweepstakes at either of Sponsor or Prize Provider’s sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor and Prize Provider’s satisfaction, the entry will be deemed ineligible. Sponsor, Prize Provider, and their affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

**There is a limit of twenty (20) entries permitted per charity, regardless of method of entry, during the Promotion Period.**

4. **PRIZE:** Two (2) Winners will receive an Exposure Package consisting of the following prizes to be used after the Give Detroit Challenge subject to restrictions outlined below:

- One (1) Dedicated eblast to 17,000+ database promoting an event, program, or message of their choice.
- One (1) Banner ad included in two Give Detroit Community Spotlight newsletters, clicking-thru to their website or URL of choice.
- Facebook post on Hour Detroit's page promoting an event, program, or message of their choice.
- Twitter post on Hour Detroit's page promoting an event, program, or message of their choice.

The prize cannot be sold, exchanged, transferred, returned, refunded, reloaded, redeemed for cash or applied to any other account, except as required by law. Prize Provider is not responsible for the quality of the prize or the resulting impact. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize details will be provided to winner after the promotion has ended and are in the sole discretion of Prize Provider, including dates for which they are to be received. All unclaimed prizes or unused portion of the prize shall be forfeited in their entirety. Prize is subject to the terms and conditions of Hour Media. In the event the winner and/or guest engages in behavior at any time that Prize Provider, or their representative determine, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person or themselves, the Sponsor/Prize Provider reserves the right to terminate the prize, in whole or part and there will not be any substitution or compensation. Approximate Retail Value ("ARV") is: Two thousand eight hundred dollars (\$2,800) per prize. Sponsor and Prize Provider reserve right to substitute prizes of equal or greater value. No exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by winner. Sponsor not responsible for prize utility, quality or otherwise. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of winner. All prize details not specified in these Official Rules will be determined in Prize Provider's sole and absolute discretion.

5. **SELECTION OF WINNERS AND ODDS OF WINNING:** The Sweepstakes ends on November 10, 2016 and after such time, Sponsor or its representative will conduct two random drawings (the "Drawings") from all eligible entries to select two (2) entrants and determine the Potential Winner(s) ("Potential Winner(s)") for the Sweepstakes. One drawing will include all eligible entrants and one drawing will include all eligible entrants that have not yet won a promotion offered by Sponsor or CrowdRise in the Give Detroit Challenge. Entries are subject to verification and Potential Winner(s) is 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 Sweepstakes. Odds of winning depend upon the total number of eligible entries received. Any attempts to exceed the limit of number of entries into the Sweepstakes by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited and Sponsor reserves the right, in its sole discretion, to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter this Sweepstakes.
6. **VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner(s) 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 Winners are not declared final and shall not receive a Prize until verified and declared an Official Winner ("Official Winner") by Sponsor.

Prizes are not distributed until after the end of the Challenge. Additionally, Prize Provider's obligation to provide the Prizes is contingent upon 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 prize 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. Taxes and fees, if any, are the sole responsibility of winner.

7. **Intellectual Property, Publicity and Privacy:** Each winning Charity also consents to CrowdRise and Sponsor's use of the winning Charity's name, trademarks, trade names, service marks, and logos, as well as the winning Charity's Applicant's and Representative's likenesses, photographs, voices, opinions and/or hometowns and states/provinces/territories 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 and/or Rep may be required to sign a document to this effect. The winning Charity and its authorized representatives irrevocably grant CrowdRise and Sponsor 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 Sweepstakes and Challenge, Applicant consents to the collection, use and disclosure of your personal information by Sponsor and Administrator for the purpose of administering the Sweepstakes and Challenge. 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 and is not required for entry. Information collected from Charities and Applicants is subject to these Official Rules as well as Sponsor's Privacy Policy located at <http://www.hourdetroit.com/Hour-Detroit/Privacy-Policy/> and CrowdRise's Privacy Policy, located at <https://www.crowdrise.com/about/privacy>.

8. **General Conditions.** This Sweepstakes and Challenge (including the Application process) is void where prohibited or restricted by law and subject to all applicable federal, state and local laws, rules and regulations.

Hour Media, 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 Challenge Period; or if a Charity's participation in the Sweepstakes could result in public disrepute, contempt, scandal or ridicule for any of the Challenge Parties; or

could reflect unfavorably on the Challenge Parties (all as determined by Challenge Parties in their sole discretion) . Any Charity that has engaged in any abusive or fraudulent behavior or disparages or defames Hour Media or CrowdRise 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 provincial, 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 participate in any way in the Challenge will be disqualified.

The Challenge Parties reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Sweepstakes 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 Sweepstakes. If the Sweepstakes is terminated before the designated end date, the Challenge Parties will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination.

**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 process, or 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:** Except where prohibited, Participants agrees 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 HOUR MEDIA AND CROWDRISE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR HOUR MEDIA OR 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 HOUR MEDIA OR CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND HOUR MEDIA OR CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, HOUR MEDIA AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

11. **Winners List:** To obtain list of winners, send an email to [GiveDetroit@CrowdRise.com](mailto:GiveDetroit@CrowdRise.com) with the following subject line: "Please send the winners list for the Give Detroit Challenge 2016 – Exposure Package". Requests must be submitted after the Challenge has ended. A request for the winners list must be received by February 10, 2017. The list will be sent to requesting parties after selection and verification of winners.
12. **QUESTIONS REGARDING THE SWEEPSTAKES?** Email Lucy at [GiveDetroit@CrowdRise.com](mailto:GiveDetroit@CrowdRise.com).

All right, title and interest in the HOUR MEDIA trademark shall remain with Hour Media at all times and no Applicant, Entrant or charity shall have any right to use the HOUR MEDIA trademark or any other trademark or trade name of Hour Media by virtue of its participation in the Sweepstakes or for any other reason.

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