NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN THE PRIZE(S) IN THIS SWEEPSTAKES OR THE GIVING TOWER HOLIDAY CHALLENGE. VOID WHERE PROHIBITED.

*This Promotion is open only to eligible non-profit organizations qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (hereinafter “charities”). The mission of the Giving Tower Holiday Challenge and this Sweepstakes is here: https://www.crowdrise.com/givingtowerholidaychallenge.

1. Introduction: The “2016 Giving Tower Holiday Challenge” (hereinafter, the “Challenge”) is a fundraising promotion for eligible United States charities to raise money for their cause and compete to win Grand Prizes and other promotions with Challenge Grants (the “Challenge Grants”) in amounts to be determined. CrowdRise, Inc. (“CrowdRise”), located at 130 West 5th Street, Royal Oak, MI 48067, provides the technology platform and is the Sponsor and Administrator (hereinafter referred to as “Sponsor,” “Prize Provider,” and “Administrator” interchangeably) of the Challenge. By participating in this Sweepstakes you hereby acknowledge that this Sweepstakes is limited to the prize in Section 5 herein and does not guarantee the Challenge, schedule and/or prizes that can change at any time, in CrowdRise and any Sponsor’s sole discretion. You hereby acknowledge and agree that CrowdRise is not providing any fundraising or legal advice or any other counseling to any Participants in this Challenge or Sweepstakes.

The Sweepstakes is open to the following eligible and approved entities: United States 501(c)(3) tax-exempt public charities; or organizations that have a fiscal sponsorship agreement with another tax exempt organization (each an “Eligible Charity” or “Charity,” and, collectively “Charities”). Additional eligibility restrictions will apply, as further described below and subject to change. The Challenge is hosted on the CrowdRise platform, at: https://www.crowdrise.com/givingtowerholidaychallenge (the “Challenge Website” or the “Website”). The Challenge is further governed by the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms (“CrowdRise Terms”) and Official Challenge Rules (the “Challenge Rules”) to be posted on the Website before the Challenge start date, and In the event of a conflict between the Challenge Rules and the CrowdRise Terms and Conditions, the Challenge Rules govern and control only to the extent of such conflict. Each Charity that participates in the Challenge will have a fundraising page on the Challenge leaderboard (“Challenge Leaderboard”). The Grand Prizes are for Eligible Charities.

2. Additional Eligibility Requirements: The representative entering this Sweepstakes on behalf of the Charity (the “Applicant” or “Entrant”) hereby represents and warrants that they are a representative of the Charity; has authority to bind that Charity to these Rules and the CrowdRise Terms. 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 Rules and CrowdRise Terms on behalf of his/her Charity, neither he/she nor the Charity may 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 its respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Challenge, 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.

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

3. Sweepstakes Period: The Sweepstakes starts on August 16, 2016 at 2:00:00pm Eastern Time (ET) and end on November 22, 2016 at 11:59:59am ET (“Sweepstakes Period”). CrowdRise’s server and computer clock is the official time-keeping device and its decisions are final and binding. CrowdRise makes no representations or warranties that a leaderboard, 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 Sweepstakes. The leaderboard, donation scroll lists and any similar lists, emails, notices, receipts, reports or other tallies 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 winner(s).

4. How to Enter: Each charity may enter one (1) time by either method during the Sweepstakes Period:

   (a) Any time before or during the Sweepstakes Period, sign up for the 2016 Giving Tower Holiday Challenge here: [https://www.crowdrise.com/givingtowerholidaychallenge](https://www.crowdrise.com/givingtowerholidaychallenge) and start a Fundraising Page for your Charity in the Challenge online on the Website here: [https://www.crowdrise.com/givingtowerholidaychallenge](https://www.crowdrise.com/givingtowerholidaychallenge). Every Charity that has a Fundraising Page in the Challenge before or during the Sweepstakes Period that does the following during the Sweepstakes period:
      (1) updates their fundraiser with a photo, story, video AND then
      (2) sends an email to: GivingTower@CrowdRise.com with the secret code LEMONADE BILLYGOAT will get entered for a chance to win.

   (b) OR, email GivingTower@CrowdRise.com with the secret code LEMONADE BILLYGOAT to get entered for a chance to win. Your Email must follow these instructions exactly or your entry will be void:

      a. Email Us at GivingTower@CrowdRise.com to enter the Sweepstakes.
b. Your email Subject Line must be exactly: “Please Enter Me in the Gear Up Now Giving Tower Holiday Challenge 2016 Sweepstakes”  
c. Your Email must include the following information:  
   i. your charity name  
   ii. your name (you must be a representative/employee from the charity)  
   iii. your affiliation with the charity  
   iv. email address  
   v. phone number  
   vi. charity address  

Your entry by either method must be received by November 22, 2016 at 11:59:59am ET.  

Limit One: One (1) entry per charity.  

Limit Two: Entry into the Sweepstakes does not constitute or imply CrowdRise’s endorsement, recommendation or favoring of any Charity participating in this Challenge. Denial does not constitute disfavor of your organization.  

Limit Three: Entrants are opted into email communications for the Sweepstakes and Challenge, and can opt-out at any time. Entrants do not have to participate in the Giving Tower Holiday Challenge to enter and win this Sweepstakes. To opt out of email or cancel your entry or application to the Challenge, Email us at GivingTower@CrowdRise.com. Those who cancel their application to the Challenge may not win the Sweepstakes.  

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 email does not meet eligibility requirements, your entry is automatically void. Your confirmation emails you receive are not confirmation of entry. You may opt out of emails and cancel your reserved spot or spot in the Challenge (subject to Limit Three above which states that to win, you must be an Active Participant in the Challenge to win).  

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Rules or other instructions of Sponsor may be disqualified at Sponsor’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 Sponsor’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’s satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.  

There is a limit of one (1) total entry permitted per charity, regardless of method of entry, during the Sweepstakes Period.  

5. Prize: One (1) Potential Winner will receive a 100% discount of the “Tre” Pricing Subscription on the Website, CrowdRise.com for their charity’s fundraising for twelve (12) months, which is normally prices at fifty dollars ($50) per month. After 12 months have transpired, the charity will be charged the standard Tre price on their next billing cycle. For more information on the “Tre” Pricing Plan, see: https://www.crowdrise.com/charities/choose and the CrowdRise Terms and Conditions, here: https://www.crowdrise.com/about/terms. At the conclusion of the Giving Tower Holiday Challenge, CrowdRise will contact the winner with
instructions on how to activate the “Tre” pricing plan. Approximate Retail Value (“ARV”) is total:
six hundred dollars ($600). Prize Provider reserves the right to substitute prizes of equal or
greater value. No substitution, exchange, refund, return, resale or transfer of prizes permitted by
winner. Sponsor is 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.

6. **Selection of Winner(s) and Odds of Winning:** A drawing will commence on or around
November 22, 2016 for the Sweepstakes Prize. Administrator or its representative will conduct
the random drawing (the “Drawing”) from eligible entries to determine Potential Winner(s).
Entries are subject to verification by Sponsor and Potential Winner(s) are not declared final and
shall not receive a prize until verified. Sponsor’s decisions are final and binding on all matters
relating to this Sweepstakes. The odds of winning and prize(s) depend on the number of eligible
entries. 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 Administrator reserves the right in its sole discretion to disqualify any
suspect entries. An individual may not enter on behalf of a charity 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 or other proof during the verification process within one (1)
business day, to the extent allowed by law.

7. **Verification of Winners and Delivery of Prize(s):** The potential winner(s) will be notified
within seven (7) business days of the date that they are determined through email at the email
address provided to CrowdRise upon registering a fundraising page in the Challenge. Email Us
at GivingTower@crowdrise.com to change your email address, add email addresses to receive
Challenge communication or unsubscribe. Potential winners are not declared final and shall not
receive a Prize until verified at the end of the Sweepstakes by Sponsor. Additionally, Prize
Provider’s obligation to provide the Grand Prize is contingent upon recipient submitting an
affidavit of eligibility and liability release and, where permitted, a publicity release, Letter of
Determination and a Form W9. Additional releases and information, to the extent allowed by law,
may also be required before a Prize can be awarded. Additionally, if potential winner cannot be
contacted and Sponsor has not been contacted by potential winner at
GivingTower@crowdrise.com or mail (address in Paragraph 1) within seventy five (75) days after
the Sweepstakes has ended, is ineligible or if potential winner declines the Sweepstakes Prize,
the potential winner forfeits the Sweepstakes Prize. If potential winner is ineligible or forfeits the
prize, one new potential winner may be selected, at Prize Provider’s final discretion. Charities
agree that Sponsor’s determinations regarding verification and eligibility shall be final and
binding. The Sweepstakes Prize and any other prizes will be delivered by Sponsor to the winners
within approximately seventy-five (75) days after the receipt of forms. Taxes and fees, if any, are
the sole responsibility of winner.

8. **Privacy and Publicity:** To enable participation in the Sweepstakes, CrowdRise collects
certain information from Participants as provided in the CrowdRise Privacy Policy located at
www.crowdrise.com/about/privacy. For instance, if an Entrant provides the following
information, CrowdRise may share it with third parties or future Sponsors: name, email address,
birth date, donation amount, date of transaction, transaction identification number and the name
of the charity to whom a donation was made. Except where prohibited, participation in the
Sweepstakes constitutes each winner’s consent to CrowdRise, Sponsor and its 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. Winners irrevocably grant CrowdRise 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 Winner’s participation in
the Sweepstakes 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 winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Sweepstakes as CrowdRise shall reasonably request from time to time, including without limitation permission to post winners’ names on their websites and to use winners’ name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

9. **General Conditions:** This Sweepstakes is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. CrowdRise reserves the right to disqualify any Entrant if, in the sole discretion of any of them, such Entrant is not in alignment with any of their values, has acted fraudulently in any way, prior, during or after the Sweepstakes, or if awarding a prize to the Winner could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on any of them. Prize Provider will not award a prize to any Winner who has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by CrowdRise and Sponsor and is not up to interpretation by any other party. Additionally, in such cases, if the Sponsor already delivered a prize, they reserve the right to require the winner to return the prize.

CrowdRise reserves the right, in their sole discretion, to prohibit any person or organization from becoming or remaining an entrant for any reason, including without limitation: (i) any attempt by an entrant to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices; (ii) any Entrant violation of the Official Rules; or (iii) any Entrant acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization. Without limiting the foregoing, the use of automated software or computer programs to register or to enter the Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.

CrowdRise reserves the right, at any of their sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond CrowdRise’s 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, CrowdRise 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, but SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS SWEEPSTAKES.

CAUTION. ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CROWDRISE RESERVES 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 Provider may apply.

10. **General Release and Limitation of Liability:** Participants expressly agree to release and hold harmless CrowdRise 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 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 Sweepstakes or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Sweepstakes, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Participants 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 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, this Sweepstakes; (iii) any condition caused by events beyond the control of CrowdRise that may cause the Sweepstakes or any results in the Sweepstakes to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Sweepstakes; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Sweepstakes; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Sweepstakes; (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 entrant's email account to receive email messages or insufficient space on entrant's computer; and (ix) any alleged violation by Participants 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.

Participants acknowledge that Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Participants from any celebrity or any other person with a fundraising page is from the fundraiser, not from CrowdRise nor Sponsor and neither have any responsibility for any such offer(s).

By accepting the prize, winner agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity.

11. **Governing Law and Disputes:** Except where prohibited, Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Challenge Prize 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 Sweepstakes, 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, Sponsor, and CrowdRise in connection with the Sweepstakes, 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.

12. **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 Gear Up Now Giving Tower Holiday Challenge 2016 Sweepstakes.” Requests must be submitted after the Sweepstakes has ended. A request for the winners list must be received by December 1, 2016. The list will be sent to requesting parties after selection and verification of winners. The list will be sent to requesting parties after selection and verification of winner.
13. **QUESTIONS REGARDING SWEEPSTAKES?** Send an email to: GivingTower@CrowdRise.com.

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