EVERY CHARITY WITH FIVE NEW TEAM MEMBERS GETS ENTERED FOR A CHANCE TO WIN AND THE CHARITY WITH THE MOST NEW TEAM MEMBERS WINS

A Promotion for Charitable Organizations in the CrowdRise Holiday Charity Challenge

OFFICIAL RULES

Sponsored by CrowdRise, Inc.

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN THE PRIZE(S) IN THIS PROMOTION OR THE CROWDRISE HOLIDAY CHARITY 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”) that are participating in the CrowdRise Holiday Charity Challenge on CrowdRise.com. The mission of the CrowdRise Holiday Charity Challenge is here: https://www.crowdrise.com/givingtowerholidaychallenge.

This Promotion consists of a separate (1) Sweepstakes and (2) Contest, each offering a different prize. One prize per charity. They each start/end at the same time (“Promotion Period”) but have a different winner. The details are outlined in the Schedule below (see Section 2). Participants (also “entrants”, “they” and “you”) may enter the Sweepstakes and Contest.

1. ELIGIBILITY: The Promotion is open only to charitable organizations eligible to participate in the CrowdRise Holiday Charity Challenge and which comply with the Challenge Rules (available at https://cdncustom.crowdrise.com/promo/OfficialRules-CrowdRiseHolidayCharityChallenge2016.pdf the CrowdRise Terms & Conditions (https://www.crowdrise.com/about/terms and all applicable law. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.

The representative entering this Promotion 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 the 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 Promotion.

2. PROMOTION PERIOD: The Promotion starts on November 24, 2016 at 12:00:00am Eastern Time (ET) and end on November 29, 2016 at at 11:59:59p ET (“Promotion 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 Promotion at any time before, during or after the Promotion. 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 Promotion are not official until Sponsor expressly announces the final results and verifies the winner(s).

3. HOW TO ENTER THE SWEEPSTAKES AND CONTEST:

The eligible Charity’s Applicant may enter one (1) time only by one of the following methods of entry:

Sweepstakes:
The eligible Charity’s Applicant may enter one (1) time only by one of the following methods of entry:

Method One: Go to CrowdRise (the “Website”) here to your charity team’s CrowdRise Holiday Charity Challenge fundraising page and where there are is a blue button “Fundraise”. Click that button and follow the onscreen instructions to set up (or have individuals set up) a Team Member’s individual fundraising page. Team members must each have their own, unique URL and appear on the Charity Team page under “The Team” (each a “Team Member” or “fundraiser”). Restrictions apply.

Every charity team to get at least five (5) team members to join their team as fundraiser by November 29, 2016 at 11:59:59pm ET will be entered for a chance to win the prize

OR

Method Two: Go to: https://www.crowdrise.com/Challenge-FreeAlternateMethodofEntry and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. Each submission is one (1) entry. Your form must be submitted and received during the Promotion Period and must be complete and accurate, or your entry is automatically void. Applicant must agree to Official Rules and CrowdRise Terms and Conditions. The Applicant for the charity who is bound by these
Rules and can bind the charity to these Rules must submit the form, not, for example, a supporter of the charity.

**Contest:**
Go to CrowdRise (the “Website”) here to your charity team’s CrowdRise Holiday Charity Challenge fundraising page and where there are is a blue button “Fundraise”. Click that button and follow the onscreen instructions to set up (or have individuals set up) a Team Member’s individual fundraising page.

To win, the charity team to get the most team members to join their team as fundraiser by November 29, 2016 at 11:59:59pm ET will be win the prize. Team members must each have their own, unique URL and appear on the Charity Team page under “The Team” (each a “Team Member” or “fundraiser”). Restrictions apply.

**Restrictions and Limitations applicable to the Sweepstakes and Contest:**

**Restrictions**

a. One entry per Charity.

b. 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; in other words, a Team Member may not be another Charity.

c. The charity itself will appear on its fundraising page under “The Team” but does not count as a team member for purposes of this promotion. The charity is the “Team Organizer”.

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. The winner’s prize may be taxable. It is the individual charity’s and Applicant’s responsibility alone to determine the tax-consequences of their prize. Every participant must agree that information provided by Sponsor and Administrator 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 Administrator may be disqualified at either of Sponsor or Administrator’s sole and absolute discretion. All entries that are late, lost, misdirected, deleted, illegible, incomplete, damaged, destroyed, forged, invalid or otherwise not in compliance with the Official Rules may be disqualified from this Promotion at Sponsor’s or Prize Provider’s sole and absolute discretion.

**Limits:**

a. **Limit One:** one (1) entry per charity.

b. **Limit Two:** Entry into the Promotion 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.

c. **Limit Three:** To win the Promotion, you must be an active participant in the Challenge; an “Active Participant” is a charity that is raising funds throughout the Challenge Period, at least $10 in sum total and does not cancel their application to the Challenge on Day 1 subsequent to this Promotion. In other words, do not join the Challenge for purposes of this Promotion along or you may not win, in the sole and final discretion of Sponsor.

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

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 email 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 Promotion 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 into the Sweepstakes and one (1) total entry permitted per charity into the Contest, regardless of method of entry, during the Promotion Period.

4. **PRIZES:** There is one (1) Potential Winner of the Sweepstakes and one (1) Potential Winner of the Contest. The Sweepstakes winner will receive a one thousand dollar ($1,000 USD) Challenge Grant to its charity and the Challenge Grant will be distributed after the Challenge in accordance with the Challenge Rules. The Contest winner will receive a five hundred dollar ($500 USD) Challenge Grant to its charity and the Challenge Grant will be distributed after the Challenge in accordance with the Challenge Rules.

The Potential Winners must be participating the CrowdRise Holiday Charity Challenge (the “Challenge”) on CrowdRise.com. Approximate Retail Values (“ARV”) totals: one thousand five hundred dollars ($1,500). Sponsor and Prize Provider reserve 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 and the prize is not fundraising advice that winner can rely on to win prizes in the Challenge. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of winners. The Sweepstakes winner and Contest winner must be different charities.

5. **DETERMINATION OF WINNER; ODDS:** On or around November 30, 2016, (1) A drawing for the Sweepstakes and (2) a determination as to what is the eligible charity to have received the most Team Members will commence for the Promotion Prize. Administrator or its representative conduct the random drawing (the “Drawing”) from eligible entries to determine Potential Winner(s). Administrator will determination of the Contest winner separately; the Contest is a game of skill. 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 Promotion. 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 Promotion 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 Entrant may not transfer his/her entry to another Entrant and may be required to show proof of ownership of his/her accounts used to enter this Promotion or other proof during the verification process within one (1) business day, to the extent allowed by law.

6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZE(S): Potential Winners 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 two (2) attempts to contact the Potential Winners. Potential Winners are not declared final and shall not receive a Prize until verified and declared an Official Winner (“Official Winner”) by Sponsor. Challenge Grants are not distributed until after the end of the Challenge. Additionally, Prize Provider’s obligation to provide the Challenge Grants and prizes is contingent upon compliance with the Rules, and all recipients submitting an affidavit of eligibility and liability release and, where permitted, a publicity release and a Form W9 (or other similar forms, as may be required by law). Additional releases and information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded.

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

7. INTELLECTUAL PROPERTY, PUBLICITY AND PRIVACY: Each winning Charity also consents to CrowdRise’s use of the winning Charity’s name, trademarks, trade names, service marks, and logos, as well as the winning Charity’s and Applicant’s likenesses, photographs, voices, opinions and/or hometowns and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission to the full extent permitted by law. The Applicant may be required to sign a document to this effect. The winning Charity and its authorized representatives irrevocably grant CrowdRise/Sponsor/Prize Provider(s) the royalty-free right to use, reuse, copy, publish, republish, broadcast or re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on winning Charity’s participation in the Challenge for any lawful purpose whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment of any kind, unless prohibited by law. Each winning Charity also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Challenge as Sponsor shall reasonably request from time to time, including without limitation permission to post winning Charity’s names, trademarks, trade names, service marks, and logos on Sponsor’s websites. By entering the Challenge, Applicant consents to the collection, use and disclosure of your personal information by Sponsor and Administrator for the purpose of administering the Challenge. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Challenge; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name,
address (city and state), image and biographical information of Applicant and/or Rep may be used by Sponsor in a published winners list and for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission. Information collected from entrants is subject to these Official Rules as well as Sponsor’s Privacy Policy located at https://www.crowdrise.com/about/privacy.

8. GENERAL CONDITIONS. This Promotion is void where prohibited or restricted by law and subject to all applicable federal, state and local laws, rules and regulations.

CrowdRise, and their advertising and promotion agencies, and their respective agents, and any other person or entity responsible for the Challenge (collectively, the “Challenge Parties”) reserve the right to disqualify any Participant if, in the sole discretion of any of them, such Participant’s conduct during the Challenge Period is not in alignment with the Challenge Parties’ values; such Participant has acted fraudulently in any way, prior, during or after the Application Period or Challenge Period; or if a Charity’s participation in the Challenge could result in public disrepute, contempt, scandal or ridicule for any of the Challenge Parties; or could reflect unfavorably on the Challenge Parties. Any Charity that has engaged in any abusive or fraudulent behavior or disparages or defames a Challenge Party in any manner will not be accepted into the Challenge, or if accepted, may be disqualified. The Challenge Parties shall have absolute discretion to determine if behavior is fraudulent or abusive. If any Charities’ mission, purpose or intended use of funds raised or won are not legal at the state and federal levels, they may be ineligible. Additionally, in all such cases, if the Challenge Parties have already accepted a charity into the Challenge, the Challenge Parties reserve the right to disqualify the Charity from participation in the Challenge. The Challenge Parties reserve the right, in their sole discretion, to prohibit any person or Charity from participating in the Challenge 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.

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

CAUTION. ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CHALLENGE PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply and are their sole responsibility.
Sponsor’s failure to enforce any term of these rules shall not constitute a waiver of such provision. The invalidity or unenforceability of any provision of these Challenge Rules shall not affect the validity or enforceability of any other provision. If any provision of the Challenge Rules is determined to be invalid or otherwise unenforceable, then the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

9. **GENERAL RELEASE AND LIMITATION OF LIABILITY:** All Applicants and Charities expressly agree to release and hold harmless the Challenge Parties and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company’s officers, directors, employees, members, shareholders and agents (collectively, the “Released Parties”) from any and all liability for any claim, cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the application process, the Challenge or (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of this Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. All Applicants and Charities acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable applications, entries, donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the application or the Challenge; (iii) any condition caused by events beyond the control of the Challenge Parties that may cause the application process or the Challenge or any results in the Challenge to be changed, disrupted or corrupted; (iv) any printing, processing, payment, banking, credit card, computer, human, typographical or other errors or ambiguities in (or involving) any materials, assessments, or otherwise associated with the application processor the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the application process or the Challenge; (vi) acceptance, possession, or use of the Grand Prize or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the application process or the Challenge; (viii) for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any party’s email account to receive email messages or insufficient space on any party’s computer, and (iv) any alleged violation by the applicant, charity or Participant of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

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

10. **GOVERNING LAW AND DISPUTES:** All federal, state and local laws, rules and regulations apply. Void where prohibited by law. Except where prohibited, Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any Challenge Grant or other prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and
awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, and in no event will Entrant be entitled to receive attorneys’ fees or other legal costs; and (3) under no circumstances will Participants be permitted to obtain awards for, and Participants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

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

11. WINNERS LIST: To obtain list of winners, send an email to GivingTower@CrowdRise.com with the following subject line: “Please send the winners list for the CrowdRise Holiday Charity Challenge – Get 5 Fundraisers.” Requests must be submitted after the Promotion has ended and received by April 5, 2017. The list will be sent to requesting parties after selection and verification of winners.

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

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