

HILARITY FOR CHARITY UNIVERSITY 2017  
'KICK ALZHEIMER'S IN THE BALLZ'  
A PROMOTION FOR COLLEGE STUDENTS AND COLLEGE STUDENT GROUPS  
TO BENEFIT THE ALZHEIMER'S ASSOCIATION  
OFFICIAL RULES  
Sponsored by CrowdRise, Inc. ("Sponsor" or "CrowdRise")

**TOP INDIVIDUAL FUNDRAISER WINS A KAWASAKI MOTORS CORP., U.S.A.  
Z125 PRO MOTORCYCLE**

**WIN BONUS CHALLENGE MATCHING GRANTS TO HELP YOUR FUNDRAISING TEAM TRY  
TO WIN ANOTHER PROMOTION IN THIS CAMPAIGN -  
THE CAMPUS VISIT FROM SETH ROGEN**

**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.**

**\* Donations made in this Promotion go to Hilarity for Charity benefiting Alzheimer's Association (restricted to the Hilarity for Charity Fund), EIN 13-3039601, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the fundraising campaign is here: <https://www.crowdrise.com/hfcu> (the "Event" or "Event Page").**

Please read these Official Rules. By participating in this Promotion, entrant unconditionally agrees to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to these Promotion. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and Prize Provider.

- 1. INTRODUCTION:** "Hilarity for Charity University 2017 Kick Alzheimer's in the Ballz" (the "Campaign") is a fundraising campaign for eligible United States and Canadian (excluding Quebec) college students and college student groups to raise money for the Alzheimer's Association and compete to win prizes (hereinafter, the "Campaign"). You hereby acknowledge and agree that neither CrowdRise nor HFC U – either on their own or in any of their other capacities/roles related to the campaign - are providing any fundraising, legal or tax advice or any other counseling to any Participants in this campaign.

The Campaign and promotions are open only to eligible college students and college groups approved by HFC U in its sole discretion (each an "Eligible Fundraising Team", "Eligible Fundraiser" and collectively, "Fundraisers" or "Teams"). Throughout the duration of the Campaign, there are promotions with prizes for eligible fundraising teams and/or individual fundraisers (who may fundraise on their own or as part of a team). Additional eligibility restrictions apply, as further described below. To be considered for participation in this Promotion, entrant must set up a Fundraising Page by April 9, 2017. Entrant will be notified by Sponsor if they are not eligible to participate and ineligible entrant's fundraising page will be removed from the Campaign. Acceptance into the Campaign does not constitute or imply HFC U's or CrowdRise's endorsement, recommendation or favoring of any entrant participating in this Campaign. Denial does not constitute disfavor of any entrant. Due to time constraints, and for no other reason, entrant will not receive a substantive reason explaining HFC U's denial or acceptance of any entrant that wishes to participate in the Campaign.

During the Promotion Period, the Individual Fundraiser (an individual on a fundraising team or

the Team organizer of a fundraising team) to fundraise the most eligible monetary donations will win a 2017 Kawasaki Z125 Pro Motorcycle and the first one hundred forty (140) eligible monetary donations of at least fifty dollars (\$50) will be (1) matched with a \$50 donation from Prize Provider to the Alzheimer's Association and (2) the \$50 matching donation will contribute to the Individual Fundraiser's Team total to help the winner's Fundraising Team win the campus visit from Seth Rogen (see those Promotion Official Rules here: <https://cdncustom.crowdrise.com/promo/OfficialRules-HFCU2017-Screening.pdf>). The Promotion starts on March 27, 2017 at 2:00:00pm Eastern Time ("ET") and ends on April 2, 2017 at 1:59:59 pm ET (the "Promotion Period"). The Promotion is hosted on the CrowdRise platform, at: <https://www.crowdrise.com/hfcu>. The Promotion is further governed by the CrowdRise Terms and Conditions located at [www.crowdrise.com/about/terms](http://www.crowdrise.com/about/terms) ("CrowdRise Terms"). In the event of a conflict between these Official Rules (the "Official Rules") and the CrowdRise Terms, these Official Rules govern and control only to the extent of such conflict. Each individual fundraiser and Team that participates in the Campaign will have its own unique fundraising page where it can raise funds in the Promotion ("Fundraising Page") and each Team and its amount raised during the Promotion will appear on the leaderboard here: <https://www.crowdrise.com/hfcu>. A verification process will take place to determine the Potential Winner's eligibility to participate and win and after the completion of the verification and all required paperwork as outlined in Section 7, the Potential Winner may be declared the Official Winner, in the sole and final determination of the Sponsor and Prize Provider. Restrictions apply.

These Official Rules govern the operation of the Promotion and apply to any Participant in the Promotion, including each Entrant (as defined below), Team, Team member, Fundraiser, Fundraising Team, donor, entrant, potential winner, winner and any other users (entities and individuals) of the CrowdRise platform that are involved in the Promotion in any manner (each a "Participant" and collectively, "Participants" and/or "you"). All Participants must comply with all facets of the Official Rules and the CrowdRise Terms. You hereby unconditionally agree to these Official Rules and the CrowdRise Terms, and to abide by any and all decisions by HFC U and CrowdRise, which are final and binding in all matters related to this Promotion. All donations made in connection with the Campaign are governed by these Official Rules and the CrowdRise Terms. All applicable federal, state, provincial, municipal and local laws, rules and regulations apply. Void where prohibited by law.

2. **ELIGIBILITY:** To be eligible to participate in the Campaign, you must meet the following qualifications: (1) be an enrolled college student as of February 1, 2017 or established college student group (all participants in the Campaign must be enrolled college students and be 18 years of age or the age of majority in your jurisdiction, whichever is greater, as of February 1, 2017) whose Entrant (also "Team Organizer") is a legal resident of, and whose college is located in, the 50 United States or the District of Columbia or Canada (excluding Quebec), who is 18 years of age or the age of majority in your jurisdiction at the time of entry, whichever is greater; (2) set up a Fundraising Page in the campaign online here: <https://www.crowdrise.com/hfcu> by April 9, 2017; (3) be approved by HFC U to participate; and (4) agree to these Official Rules. To participate in this Promotion, you must be an individual fundraiser.

A Team Organizer is the representative signing up for the campaign on <https://www.crowdrise.com/hfcu> and meets the qualifications above as the college student or on behalf of the college group and hereby represents and warrants that they are an actively enrolled college student as of February 1, 2016 or actively enrolled college student as of February 1, 2016 and representative and member of an established, recognized college group established as of February 1, 2017; has authority to bind that Team to the Official Rules and the CrowdRise Terms; and hereby agrees to the Official Rules and CrowdRise Terms on behalf of themselves or their respective Team. If Entrant does not agree and/or does not have the

authority to agree to the Official Rules and CrowdRise Terms on behalf of his/her Team, neither he/she nor the Team may participate. All Entrants 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 50 United States or District of Columbia or Canada (excluding Quebec). Entrant's college must be in the 50 United States or District of Columbia or Canada (excluding Quebec). Entrant may not be an employee of CrowdRise, HFC U or their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Campaign or promotions, 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 Campaign, each Team must also: (a) have a legally registered account on the Website and Event Page here: <https://www.crowdrise.com/hfcu>, appearing on the leaderboard and fundraising to benefit the Alzheimer's Association by April 9, 2017; (b) be able to receive donation(s) via the Website for Alzheimer's Association without any customization of the Website or donation process; and (c) be in current and ongoing good standing under all applicable federal, state, provincial, municipal and local laws, rules and regulations throughout the Promotion Period, including without limitation laws and regulations applicable to Team's fundraising activities.

Students or groups that practice discrimination by race, creed, color, gender, sexual orientation, age, or national origin are not permitted to participate in this Campaign. Sponsor, the HFC U and Prize Provider reserve the right, in each of their respective and absolute discretion, to exclude any Participant they determine is inappropriate for any reason, with or without cause, at any time. All donations made in connection with the Campaign are governed by these Official Rules and CrowdRise Terms.

By entering, each entrant and participant understands and agrees that, if selected as the Potential Winner (as defined in Section 6 below), he/she may be required to consent to a background check; and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor, HFC U and Prize Provider reserve the right in their sole discretion, to disqualify the Potential Winner if the results of such background check reveal that the Potential Winner is not eligible to participate or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor, HFC U and Prize Provider in their sole discretion.

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

- 3. PROMOTION PERIOD:** The Promotion begins on March, 27, 2017 at 2:00:00pm Eastern Time (ET) and ends on April 2, 2017 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 Promotion 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 Promotion are not official until Sponsor, HFC U and/or Prize Provider expressly announces the final results and verifies the winner(s).

4. **HOW TO WIN:** Go to CrowdRise (the “Website”) here: <https://www.crowdrise.com/hfcu> to set up one (1) Fundraising Page between March 27, 2017 and April 2, 2017 on an approved Fundraising Team and fundraise for the Alzheimer’s Association. The one (1) Eligible Individual Fundraiser that raises the most amount of money during the Promotion Period wins the Prize from Prize Provider, a 2017 Kawasaki Z125 Pro Motorcycle. The Prize is available to one (1) Eligible Individual Fundraiser in the Promotion. The winner is determined based on the amount of money that the Fundraiser raises through the Website on the Event Page during the Promotion Period. Winning the Prize is dependent upon each Fundraiser’s fundraising skills.

**Donation Restrictions:**

Online Donations count: Online 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 Promotion. Assurance of delivery of donations is the sole responsibility of the Team Organizer.

**Bonus Challenge Matching Grants:** One hundred forty (140) matching grants (“Bonus Challenge Matching Grants”) are available. The first one hundred and forty (140) donations during the Promotion Period that are at least fifty dollars (\$50 USD) will be matched with a \$50 Bonus Challenge Grant to benefit the Alzheimer’s Association and an “offline donation” reflected on the potential winner’s Fundraising Page page to which they were made. The “offline donation” is a recording of the winning amount (\$50) and will be added to the Fundraiser’s Team’s Total when determining the winner of the campus visit from Seth Rogen.

Limit: 140 matching grants (“Bonus Challenge Matching Grants”). The financial grant will be made to the Alzheimer’s Association end of the Campaign. The offline donations won by individual fundraisers will be entered as “offline donations” during the Campaign and appear on the Campaign Leaderboard. So, for example, if Individual A wins a Bonus Challenge Matching Grant value of \$200, Individual A’s Team fundraising total for purposes of determining the winner of the Campus Visit with Seth Rogen shall include this \$200 value. Limit: The Bonus Challenge grants will only count toward the Prize specified (the campus visit from Seth Rogen) and not toward any other Promotion in the Campaign such as another Bonus Challenge, unless otherwise specified by Sponsor. All Matching Grants are added to “Potential Winners” pages and are conditional until the end of the campaign when a verification process will take place to determine the Official Winners.

Offline Donations Approved by HFC U: Donations made to your Fundraising Page, during the Promotion Period that are offline, recorded on the Website on your Fundraising Page during the Promotion Period that represent cash, credit card, money (“offline donations”) are eligible and will be counted, so long as they are approved by HFC U, in its sole and final discretion. No exceptions. Donations made outside of the Promotion, 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 are not eligible and will not be counted, in the sole and final discretion of HFC U. (“ineligible offline donations”).

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

The Team Organizer, Team and individual Fundraisers do not have to donate but they may donate.

All entrants, entries and donations of teams and individuals are subject to verification of eligibility and before a prize can be awarded. For example, if your birthdate, residence or college enrollment 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.

Charitable tax receipts will not be issued to all donors/entrants. Donations made by entrants and winner may not be tax-deductible and the winner's prize may be taxable. It is the entrant's sole responsibility to determine the tax-consequences of their donations. Every Entrant and participant must agree that information provided by Sponsor is not advice, including but not limited to, tax advice or legal advice, and you are advised to consult a professional, including a tax professional. Additionally, winner may be required to pay title, license fees and should consult a tax professional before accepting prize. Kawasaki Motors Corp., U.S.A. will provide a 1099 to the winner.

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, HFC U or Prize Provider may be disqualified at either of Sponsor, HFC U 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 Promotion at either of Sponsor, HFC U 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, HFC U and Prize Provider's satisfaction, the entry will be deemed ineligible. Sponsor, HFC U and Prize Provider's and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

**Tie Breakers:** In the event of a tie in the amounts raised by two or more fundraisers, the winner will be determined as follows: the individual fundraiser that has the most number of donations (not dollars) during the Promotion Period will win. If the fundraisers are still tied (same number of dollars and donations), the individual fundraiser that has the most number of unique donors during the Promotion Period will win. A "unique donor" is defined as any single donor that has billing information and identifying information (first name, last name, email address and address) distinct from any other donor who makes a donation, as determined by Sponsor in its sole discretion.

**There is a limit of one (1) total entry permitted per person during the Promotion Period.**

## **5. PRIZES:**

One (1) Potential Winner in the Promotion will receive one (1) Prize from Prize Provider, a 2017 Kawasaki Z125 Pro Motorcycle. The specifications can be found here: <https://www.kawasaki.com/Products/2017-Z125-PRO> and are subject to change. All details regarding location of pickup to be determined and approved by Prize Provider after the promotion has ended and the winner has been verified, all of which are in the sole and final discretion of the Prize Provider. The Prize is available to one (1) Eligible Fundraiser (individual, not a Team) in the Promotion. Restrictions apply.

Up to one hundred and forty (140) Bonus Challenge Matching Grants in the amount of fifty dollar (\$50 USD) are available. These prizes are:

-an actual financial prize from Prize Provider to Alzheimer's Association at the end of the campaign

- The amount each Potential Winner has won will be recorded on his/her Fundraising Page as an "offline donation" and count and toward the Promotion for his/her Fundraising Team to win the campus visit from Seth Rogen in this Campaign, subject to verification. Restrictions apply.

The financial distribution, less Transaction Fees will go to the benefiting charity, the Alzheimer's Association after the Campaign has ended in accordance with the Official Rules and CrowdRise Terms.

#### Restrictions:

Potential winner is not declared final and shall not receive a Prize until verified by Sponsor, HFC U and Prize Provider per Section 7 below. Sponsor's decisions as to the operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

Prize does not include travel or any other associated costs or expenses not expressly named herein. Prize Provider reserves the right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. Neither CrowdRise, HFC U nor Sponsor are 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 Official Winner.

The Approximate Retail Value ("ARV") of the motorcycle is two thousand nine hundred and ninety nine dollars (\$2,999). The ARV of the Bonus Challenge Matching Grants to the Alzheimer's Foundation are: up to seven thousand dollars (\$7,000). The actual retail values may differ from the approximate retail values and the winner will not be compensated for the difference(s). Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner.

All prize details are subject to change and in the sole discretion of Prize Provider or representatives and in the event that Prize Provider is unable to provide a winner with his/her prize(s), the Prize Provider may elect, to provide winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. If unable fulfill any portion of the prize, Prize Provider will make commercially reasonable efforts to replace it with a similar prize but is not required to. All unclaimed prizes or unused portion of the prize shall be forfeited in its entirety. 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). Winner must comply with all instructions and protocols required (including, but not limited to, background checks) and are responsible for all documentation required. Winner is required to provide Sponsor, HFC U and Prize Provider with his/her name, residential addresses, telephone number, email address and must present valid government-issued photo ID (such as license or passport) upon request and college ID or other paperwork or ID showing eligibility, participation and group membership. In the event the winner engages in behavior at any time that Prize Provider or it's representative determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Prize provider reserves the right to terminate the prize, in whole or part, and there will not be any substitution. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Prize Provider reserves right to substitute prizes of equal or greater value or different value; no substitution or transfer of prizes permitted by winner. No costs or expenses incurred by winners are

included in the prize. Neither Prize Provider nor Sponsor responsible for prize utility, quality or otherwise. The winners may be required to provide Prize Provider and Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of each winner. An IRS Form 1099 or the equivalent or requisite tax form in Canada may be issued in the name of winner(s). All prize details not specified in these Official Rules will be determined in each of Sponsor's and Prize Provider's respective sole and absolute discretion.

- 6. SELECTION WINNERS AND ODDS OF WINNING:** Sponsor or its representative will determine the Potential Winner of the Promotion on or about April 2, 2017 from all eligible entries to select one (1) entrant and determine the Potential Winner ("Potential Winner") for the Promotion to win the Kawasaki motorcycle and the Potential Winners of the Promotion to win the Bonus Challenge Matching Grants. The winner is determined based on the amount of eligible donations that the Individual Fundraiser raises through the Website on the Event Page during the Promotion Period. Winning the Prizes is dependent upon each Individual Fundraiser's fundraising skills. The Individual Fundraiser that raises the most amount of eligible donations during the Promotion Period wins the Prize. The selected entrant that is a Canadian resident is required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner. Entries are subject to verification by Sponsor, and Potential Winners are 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 Promotion and the individual Promotion. Odds of winning depend upon the total number of eligible entries received for each Promotion. 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 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 a Promotion.
- 7. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner will be notified by Sponsor or its representative by email (and/or telephone, if provided) within three (3) days after the Promotion has ended. Potential Winner will be notified only at the Fundraiser's email address or telephone number used to enter the Promotion on CrowdRise.com. Sponsor will make two (2) attempts to contact the Potential Winner. **Potential Winner must respond to Sponsor within 48 hours and if response is not received by Sponsor after that time, the Potential Winners will automatically forfeit his/her opportunity to win the prize and one new Potential Winner may be selected, time permitting.** Additionally, Prize Provider's obligation to provide the prizes is contingent upon all recipients submitting an Affidavit of Eligibility and Liability Release or declaration and, where permitted, a Publicity Release, 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 including documents required to verify your identity and conduct a background check.

After notification, Potential Winner(s) are required to provide Sponsor, HFC U and Prize Provider his/her name, residential address, telephone number, email address and valid photo ID (license, passport or other government issued ID that is acceptable to Sponsor in its sole discretion). All Potential Winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Promotion. An entrant is not a winner of any prize unless and until the entrant's eligibility has been verified and the entrant has received notice from Sponsor that he/she has won the prize, even if any information on Sponsor's website indicates that an entrant has won. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Promotion that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be

honored. Potential Winner(s) are required to sign a declaration or Affidavit of Eligibility and Liability Release and, where permitted, a publicity release or declaration and Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. **If Potential Winner cannot be contacted within 48 hours, fails to return any and all requested documentation within 48 hours from notification (whether or not Potential Winner actually receives that notification), is declared ineligible by Sponsor, or refuses the prize, then the Potential Winner forfeits the prize in its entirety.** If Potential Winner forfeits a prize, Sponsor may, but is not required to, select one new Potential Winner. Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's (and guest's) name, likeness, photograph, voice, opinions and/or hometown and state/city 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 you further agree to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use.

Additional paperwork, releases, background check or screenings, may also be required of the Potential Winner before a prize can be awarded. Sponsor, HFC U and Prize Provider reserve the right in their sole discretion, to refuse to allow winner to be awarded the prize if the results of such background check reveal that winner has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor, HFC U and Prize Provider in their sole discretion. Except where prohibited, participation in the Promotion constitutes the winner's consent to Sponsor, Prize Provider, Benefiting Charity 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 and Winner's name may be posted on Sponsor's, Prize Provider's and Benefiting Charity's Websites and social media during and after the Promotion Period.

- 8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** This Promotion is void outside the United States and Canada (excluding Quebec) and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor, HFC U and Prize Provider, 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. 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 Promotion is prohibited, and any individual 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, this Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any Promotion should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion or its Promotion. In the event of any such cancellation, termination or suspension, a



notice will be posted and, if in Sponsor's sole discretion, a Potential Winner can be selected among all eligible, non-suspect entries received prior to such time, such Potential Winner will be selected. Sponsor, HFC U and/or Prize Provider may cancel the Promotion or any Promotion if there is not a minimum of fifty (50) qualified entries from separate eligible entrants. Released Parties reserve the right, in their sole respective discretion, to disqualify any entrant (and his/her Promotion entry) from this Promotion, any Promotion or any other promotion conducted now or in the future by Released Parties or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or any of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. Released Parties reserve the right to correct clerical or typographical errors in promotional materials. By participating in this Promotion or any Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor, HFC U and Prize Provider, warrants that he/she is eligible to participate in this Promotion and Promotion and release and hold 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 Promotion or a Promotion or receipt or use or misuse of any prize. By accepting the Grand 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. All Promotion and Promotion 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 Promotion and Promotion and accept the Prize.

HFC U, Prize Provider CrowdRise, and their advertising and promotion agencies, and their respective agents, and any other person or entity responsible for the Challenge (collectively, the "Released Parties") reserve the right to disqualify any Participant if, in the sole discretion of any of them, such Participant's conduct during the Campaign and Promotion Period is not in alignment with the Released Parties' values; such Participant has acted fraudulently in any way, prior, during or after the Campaign; or if a Entrant or Team's participation in the Campaign or Promotion could result in public disrepute, contempt, scandal or ridicule for any of the Released Parties; or could reflect unfavorably on the Released Parties. Any Team or Entrant that has engaged in any abusive or fraudulent behavior or disparages or defames HFC U or CrowdRise in any manner will not be accepted into the Campaign or Promotion, or if accepted, may be disqualified. The Campaign Parties shall have absolute discretion to determine if behavior is fraudulent or abusive. If any Team's 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 Released Parties have already accepted a team into the Campaign or Promotion, the Released Parties reserve the right to disqualify the Team and Entrant from participation.

The Released Parties reserve the right, in their sole discretion, to prohibit any person or Team from participating in the Campaign for any reason, including without limitation: (i) any attempt by any such party to undermine the legitimate operation of the Campaign and Promotion by cheating, hacking, deception, or any other unfair practices; (ii) acting in violation of these Official Rules or CrowdRise Terms; or (iii) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or charity. Without limiting the foregoing, the use of automated software or computer programs is prohibited and any individual who uses or attempts to use such methods to apply for, enter, or otherwise participate in any way in the Campaign will be disqualified.

**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 Sponsor related to the Promotion. 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.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE CAMPAIGN 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.

- 8. DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any 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 Promotion, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 Promotion, 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.

**CAUTION.** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF

CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9. GENERAL:** Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it necessary to comply with applicable law. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any provision of the 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. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof.
- 10. ENTRANT'S PERSONAL INFORMATION:** By entering any Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Promotion and Prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; 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/province), image and biographical information of winners may be used by Sponsor 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 Sponsor's Privacy Policy: <https://www.crowdrise.com/about/privacy>.
- 11. WINNERS LIST:** For a winners list, email [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com) and include the title of the Promotion in your request. Requests must be submitted after the Promotion has ended. The list will be sent to requesting parties after selection and verification of winners.
- 12. SPONSOR AND PRIZE PROVIDER:** The "Sponsor" is CrowdRise Inc., 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067. "Prize Provider" is Kawasaki Motors Corp., U.S.A. "Benefitting Charity" is Alzheimer's Association. Hilarity for Charity University is the campaign organizer ("HFC U").

Hilarity for Charity University, Alzheimer's Association, Kawasaki Motors Corp., U.S.A. and their affiliates are not a sponsor of the Promotion, and are in no way responsible for the administration of the Promotion and the verification of winners. All inquiries regarding the Promotion should be directed to CrowdRise, and not to Hilarity for Charity University, Alzheimer's Association Kawasaki Motors Corp., U.S.A. or their affiliates.
- 13. QUESTIONS REGARDING THESE PROMOTIONS?** Send an email to [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com).

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