WIN TICKETS TO THE KFOG CONCERT FOR KIDS ON DECEMBER 1, 2017,
A BACKSTAGE TOUR AND MEET & GREET WITH
NATHANIEL RATELIFF & THE NIGHT SWEATS
OFFICIAL RULES

NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.

Win Tickets to the KFOG Concert for Kids, a Backstage Tour and Meet & Greet with Nathaniel Rateliff & The Night Sweats (hereinafter, the “Promotion”) is a sweepstakes sponsored by 7s Management (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). Nathaniel Rateliff & The Night Sweats (the “Prize Provider”) is responsible for providing the prize for the Promotion. Donations made in the Promotion (as defined below) go to Undocufund via Grantmakers Concerned with Immigrants and Refugees, EIN 20-2559651, non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the Promotion is here: https://www.crowdrise.com/nathanielrateliffandthenightsweats. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor, CrowdRise and Prize Provider, which are final and binding in all matters related to the Promotion. THE PROMOTION IS VOID OUTSIDE OF THE UNITED STATES AND CANADA (EXCLUDING QUEBEC), WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, MUNICIPAL, TERRITORIAL AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR, CROWDRISE AND/OR PRIZE PROVIDER TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR, CROWDRISE OR PRIZE PROVIDER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms) and Privacy Policy (www.crowdrise.com/about/privacy) apply to the Promotion and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

1. ELIGIBILITY:
   Entrant Eligibility: The Promotion is only open to individual legal residents of the 50 United States or the District of Columbia or Canada (excluding Quebec) (the “Eligibility Area”) who are age 18 or older or, if older, the age of majority in their jurisdiction at the time of entry who agree to and comply with these Official Rules. All entries made in connection with the Promotion are governed by these Official Rules and are subject to verification of eligibility before a prize is awarded. Employees, independent contractors, officers, directors, and judges of Sponsor, CrowdRise, Prize Provider, and their respective parents, affiliate companies, subsidiaries, agents, advertising and promotion agencies and anyone involved in the development or execution of the Promotion, 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, are not eligible. By participating in the Promotion, you warrant that you are eligible to participate in accordance with these Official Rules.
Donation Eligibility: In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Promotion, the minimum donation is $10. Additionally, donations must be made online on the CrowdRise website via the Campaign using a credit card through CrowdRise and its third party payment processor during the Promotion Period (defined below) and successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Promotion Period in order to count as an entry for the Promotion. Donations can take time to process. 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 or an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card (“offline donations”) or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Promotion. CrowdRise has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count as an entry for the Promotion. Neither Sponsor nor CrowdRise are responsible for any delays in processing any donations. Results of the Promotion are not official until CrowdRise, verifies the winner.

2. PROMOTION PERIOD: The Promotion begins on October 26, 2017 at 2:00pm Eastern Time (ET) and ends on November 20, 2017 at 11:59:59pm ET, such period referred to herein as the “Promotion Period”. CrowdRise’s server and computer clock is the official time-keeping device for the Promotion.

3. HOW TO ENTER AND WIN: Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise or to make any donations or perform any fundraising through CrowdRise. During the Promotion Period, enter the Promotion up to fifty (50) times by either of the following methods or a combination of both methods:

(a) Method One: To Enter by Donation: Donate at least ten dollars ($10) on the Website. To determine the number of entries in connection with each donation, your donation is broken down into $10 increments, with each $10 increment constituting one (1) entry. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, $10 and $11 donations get one entry; $60 and $61 get six entries. You may donate more than one (1) time, provided that your total entries (regardless of method of entry) do not exceed the entry limit set forth in these Official Rules. Each donation you make separately on CrowdRise is separate for purposes of counting entries. In other words, if you make 2 separate donations of $15 each, you get two entries (not three entries, which would be the case if you make one donation of $30). Assurance of delivery and processing of donations is the sole responsibility of the entrant. Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, 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.

(b) Method Two: To Enter for Free: During the Promotion Period, go to: https://www.crowdrise.com/FreeAlternateMethodofEntry and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your name, mailing address, phone number, email and the name of the Promotion: Win Tickets to the KFOG Concert for Kids, a Backstage Tour and Meet & Greet with Nathaniel Rateliff & The Night Sweats.

There is a limit of fifty (50) entries total permitted per person, regardless of method of entry, during the Promotion Period.

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor, CrowdRise or Prize Provider may be disqualified at Sponsor’s, CrowdRise’s or Prize Provider’s sole and absolute discretion. All entries that are late, illegible, incomplete,
damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor’s, CrowdRise’s 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). Potential Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s, CrowdRise’s and Prize Provider’s satisfaction, the entry will be deemed ineligible.

Receipts will be issued to all donors, however, donations may not be tax-deductible and the winner's prize may be taxable. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations. Every entrant agrees that any information provided by Sponsor, CrowdRise or Prize Provider 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.

4. PRIZE: There will be one (1) OfficialWinner who will receive four (4) tickets to attend the KFOG Concert for Kids with Nathaniel Rateliff & The Night Sweats, The Record Company and Van Williams scheduled to take place on December 1, 2017 at The Masonic in San Francisco, California, plus a backstage tour and a Meet and Greet with member(s) of Nathaniel Rateliff & The Night Sweats.

The aforementioned prizes are subject to the below restrictions and limitations.

Prize Provider is not responsible for any cancelations, delays or changes in whole or part; winner will not be compensated in the event of cancellation of, or change to, a portion of the prize. If canceled, Prize Provider will make commercially reasonable efforts to award a similar experience of equal or greater value, of which there is no guarantee. No change, extension or substitution of prize and its date is permitted, except by Prize Provider, at its sole discretion. Official Winner and guests must be 18 years of age or older and guests must be pre-approved by Prize Provider.

No airfare, no travel/transportation and no accommodations are provided as a part of this prize. Official Winner is solely responsible for all costs and expenses not listed herein, including but not limited to, travel expenses, accommodations, meals, fees, personal charges, gas, ground transportation, phone expenses, gratuities, souvenirs and taxes.

Official Winner will need to pick up tickets at the concert venue and must show a valid government issued photo ID to collect their tickets. Instructions for the Meet and Greet will be provided to Official Winner with the tickets. Seat location is assigned by Prize Provider. Exact seat location is not revealed until the day of the show when Official Winner picks up their tickets from the box office at the venue. Additional instructions, including time to arrive, for any portion of the prize, if any are necessary, are delivered to the Official Winner by email by Administrator on or around one (1) day prior to the concert to Official Winner’s email address that they registered on the Website at the time of entry.

Prize Provider will not replace any lost or stolen tickets. Official Winner’s use of the concert tickets is subject to the terms and conditions set forth thereon or governing its use. Official Winner is required to read the Terms and Conditions for each ticket carefully. No portion of the prize, including but not limited to, tickets, is refundable or redeemable for cash or credit and may not be transferred or sold to a third party.

The total Approximate Retail Value (“ARV”) for all the prizes is one thousand dollars ($1,000). The actual retail value may be different than the approximate retail value or from that pictured in advertising and the winner will not be compensated for the difference.

Acceptance of a prize constitutes permission for the Sponsor, Prize Provider, and its and their designees to use winner’s name and likeness for advertising, promotional and other purposes in any and all media now and hereafter known without additional compensation unless prohibited by law. By accepting a prize, the Official Winner (including winner’s guests) agrees to release Prize Provider, Sponsor, Administrator and any Internet access providers and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising
and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively “Released Parties”), from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, including, without limitation, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities, including but not limited to travel related thereto. Official Winner (and guests) acknowledges that neither Released Parties nor their directors, employees, or agents, have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers’ terms thereof, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

In the event the winner and any of Official Winner or their guests engage in behavior at any time that Prize Provider or their representative determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, Prize Provider reserves the right to terminate the prize, in whole or part, and there will not be any substitution. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein.

All prize details not specified in these Official Rules will be determined in Prize Provider’s sole and absolute discretion. Official Winner will be solely responsible for all federal, state, provincial, municipal, territorial and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used.

5. SELECTION AND VERIFICATION OF WINNERS AND ODDS(S) OF WINNING: One (1) entrant will be selected in a random drawing from among all eligible entries received by CrowdRise on November 21, 2017. The selected entrant is a Potential Winner (“Potential Winner”), and they will be notified by CrowdRise by email using details provided at entry on or around one (1) business day after the Promotion ends. The Potential Winner is then verified by CrowdRise as eligible to participate and win and be declared the official winner (“Official Winner”). The Potential Winner is not a winner of any prize unless and until their eligibility to participate and win has been verified and they have received notice from Sponsor or CrowdRise that they are the Official Winner of the prize. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the 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 CrowdRise reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer their entry to another person. An individual may be required to show proof of ownership of their account used to enter the Promotion. Potential Winner may be required to provide Sponsor, CrowdRise and/or Prize Provider his/her name, residential address, telephone number, email address, social security number and valid photo ID. CrowdRise will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner may be required to sign a non-disclosure agreement and an affidavit of eligibility/liability release or declaration (which affirms that they have complied with these Official Rules), Form W-9 or IRS Form 1099 and a publicity release (where permitted by law), all of which, if issued, must be completed, signed, notarized and returned within two (2) business days from date of issuance or the prize will be forfeited and may be awarded to an alternate winner. Potential Winner’s guests may also be required to complete, sign, and notarize a liability and publicity release that Potential Winner must return within two (2) business days. If the Potential Winner refuses to provide their Social Security Number for such prize within two (2) business days after request is made for the same, said Potential Winner will be disqualified. If winner does not respond (whether or not such Potential Winner actually receives that notification), the prize is declined, the prize or prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules and the requirements herein, the prize will be forfeited in Sponsor’s sole discretion. If Potential Winner forfeits a prize, Sponsor will select a new Potential Winner, time permitting. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. Except where prohibited, participation in the Promotion constitutes the consent of the Official Winner and the guests of the Official Winner for Sponsor’s and CrowdRise’s and their respective agents’ use of Official Winner’s and guest’s name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without
further payment or consideration, notification, or permission (unless prohibited by law), and Official Winner’s and guest’s further agreement to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use.

6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: CrowdRise reserves the right to modify, suspend, cancel, or discontinue any Promotion at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions CrowdRise deems necessary, in its sole discretion, to protect its users, business partners, or business or the public or if any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor’s or CrowdRise’s control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In the event of such cancellation, termination or suspension, CrowdRise will use reasonable efforts to post a notification and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor, CrowdRise 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, damaged, garbled, incomplete, mistyped, misaddressed or redirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing, including without limitation related to individuals who attempt to enter the Promotion by donating in accordance with Section 3(a) above. 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 entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Promotion. Sponsor, Prize Provider and CrowdRise reserve the right to disqualify any entrant (and his/her Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor, Prize Provider or CrowdRise or any of their affiliates if they tamper with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if they engage in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Promotion, each entrant releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion Period). By accepting the prize, winner(s) 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 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 accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY
AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Released Parties related to the 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.

7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing Sponsor’s support team at Felix@CrowdRise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to CrowdRise should be sent to GoFundMe, Inc., Attn: General Counsel at 555 Jefferson Ave, PO Box 1329, Redwood City, CA 94062 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

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

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

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

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

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

(h) Conflict: In the event of any conflict between any term or condition in this Section 7 and any term or condition in the CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms), then the applicable term or condition in this Section 7 shall apply.

8. ENTRANT’S PERSONAL INFORMATION: By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the 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), image and biographical information of winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise’s Privacy Policy: https://www.crowdrise.com/about/privacy.

9. WINNERS LIST: To obtain a list of winner(s), send an email to Kennedy@CrowdRise.com with the following subject line: “Please send the winners list for the Win Tickets to the KFOG Concert for Kids, a Backstage Tour and Meet & Greet with Nathaniel Rateliff & The Night Sweats Promotion”. Requests
must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winner.

10. SPONSOR:

7s Management
753 Kalamath Street
Denver, CO 80223

with a copy CROWDRISE:

855 Jefferson Ave
PO Box 1329
Redwood City, CA 94062

11. NOTICE: The Sponsor and CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

12. Copyright © 2017 GoFundMe, Inc. All rights reserved. GoFundMe, CrowdRise and any associated logos are trademarks of GoFundMe, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

13. QUESTIONS REGARDING THE PROMOTION? Send an email to Kennedy@CrowdRise.com.