‘BE NICK JONAS’S VIP GUEST
ON A 3 DAY CARNIVAL LIBERTY CRUISE TO THE BAHAMAS’

PROMOTION
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. VOID WHERE PROHIBITED.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE (EACH, AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE 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.

Donations made in the Promotion (as defined below) go to Beyond Type 1, EIN 47-3336640, 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 and promotion is here: https://www.crowdrise.com/nickjonas.

1. INTRODUCTION: The ‘Be Nick Jonas’ VIP Guest on a 3 Day Carnival Liberty Cruise’ Promotion (hereinafter, the “Promotion”) is a sweepstakes sponsored by Beyond Type 1 (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). Beyond Type 1 (also the “Prize Provider”) is responsible for providing the prize(s) for the Promotion. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor, CrowdRise, which are final and binding in all matters related to the Promotion. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor, CrowdRise and Prize Provider.

2. ELIGIBILITY: The Promotion is open to individuals who agree to these Official Rules who are legal residents of the 50 United States or the District of Columbia and Puerto Rico or Canada (excluding Quebec) and any other country where permitted by law without restriction; the Sweepstakes is not open to residents of Belgium, Cuba, Czech Republic, Finland, Iran, Iraq, Italy, Malta, North Korea, Norway, Quebec, Singapore, Sudan, Syria, Thailand; any additional countries on the United States list of embargoed countries, and all other countries where prohibited or restricted by law (the “Eligibility Area”). You must also be able to travel on the dates of the cruise, November 16, 2017 - November 19, 2017. To enter, you must also be at least 18 or the age of majority in your jurisdiction, whichever is greater. Do not enter the Promotion if your country of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees of Sponsor, Prize Provider, talent and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, 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. All federal, state, provincial, municipal, territorial and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. All donations made in connection with the Promotion are governed by the Promotion Rules. The CrowdRise Terms and Conditions (https://www.crowdrise.com/about/terms) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.

By entering, each entrant understands and agrees that, if selected as the Potential Winner (as defined in
Section 6 below), he/she and his/her guest may be required to consent to a background check, a photography release, and/or an Affidavit of Eligibility/Release and of Liability/Publicity Release; and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. In addition, Sponsor 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 in the Sweepstakes or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor and Prize Provider in their sole discretion.

3. PROMOTION PERIOD AND DONATIONS: The Promotion begins on October 4, 2017 at 2:00pm Eastern Time (ET) and ends on November 4, 2017 at 11:59:59pm ET (the “Promotion Period”). CrowdRise’s server and computer clock is the official time-keeping device. If you enter via the free method described in Section 4(b) below, such entries must be received by CrowdRise before the end of the Promotion Period. If you enter by donating as described in Section 4(a) below, such donations must be successfully processed to completion through CrowdRise and its third-party payment processor(s) before the end of the Promotion Period. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute is not eligible. Donations can take time to process. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular fundraising page, if any is displaying or any similar tally of donation(s), 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 CrowdRise or a duly authorized representative expressly announces the final results and verifies the winner(s).

4. HOW TO ENTER AND WIN: Go to the CrowdRise website located at: https://www.crowdrise.com/nickjonas (the “Website”). During the Promotion Period, you may enter up to fifty (50) times total by either of the following methods of entry 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 ten dollar ($10) increments, with each ten dollar increment ($10) 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 time. 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). 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. Donations made outside of the Promotion Period and/or offline, even if recorded on the Website are not eligible and will not be counted. 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: 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, birthdate, email, phone number and the name of the Promotion which is: “Be Nick Jonas’ VIP Guest on a 3 Day Carnival Liberty Cruise”. Your form must be submitted and received during the Promotion Period and must be complete and accurate, or your entry is automatically void. You may submit the form more than one time, but must re-enter your complete information for each submission. You will automatically receive one (1) entry each time that you submit the completed form.

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.

Charitable tax receipts will be issued to all donors/entrants, however, donations made by entrants and winner(s) may not be tax-deductible and the winner(s)’s prize may be taxable. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations. Every Participant agrees that information provided by Sponsor is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

Those who do not 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(s) 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.

Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor, CrowdRise or Prize Provider.

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

5. PRIZE: There will be one (1) winner who will receive a three-day Carnival Liberty cruise to the Bahamas on November 16, 2017 – November 19, 2017 and be Nick Jonas’s VIP Guest at his concert onboard with a meet and greet with Nick. The prize includes:

- A cabin for winner and one (1) guest on the 3-day Carnival Liberty Cruise to the Bahamas
- Roundtrip, coach-class airfare for winner and his/her guest to Orlando, Florida
- Car service to and from airport and the cruise
- VIP tickets to Nick Jonas’s concert onboard
- VIP package onboard (such as, in cabin gifts, priority check in and internet package)
- A meet and greet with Nick (before or after the show)
- Get pictures taken with Nick during the meet & greet
- Get a personalized headshot, written to you, signed by Nick

Restrictions apply:

Please read carefully.

And entrant is not declared a Potential Winner nor final winner and shall not receive a Prize until after he/she is deemed eligible to participate and win, completion of paperwork and a simple level background check as outlined in Section 7 below. Winner must confirm that he/she legally resides within the Eligibility Area, can lawfully accept the prize and can travel at the specified times as determined by Prize Provider in its sole, absolute and final discretion.

Winner’s guest must be approved by Prize Provider. Prize is non-refundable and non-transferable, cannot be sold or exchanged.
Winner must travel at the time and itinerary specified by Prize Provider. Travel arrangements must be made through Prize Provider’s agent. If winner resides within a one-hundred (100) mile radius of the port where the cruise departs (Orlando, Florida at Port Canaveral), neither winner nor guest will receive airfare.

Winner and guest must travel on the same itinerary from a major commercial airport in winner’s originating city to Orlando, Florida. Travel expenses that will not be covered by the prize of up to one thousand dollars ($1,000) include, but are not limited to, additional accommodations, meals, fees charged by airline or hotel, personal charges, gratuities and taxes. These expenses are the sole responsibility of the winner. Prize does not include any additional expenses not stated herein.

Winner must book travel through the assistance of Prize Provider or its representative, unless stated otherwise by Prize Provider and travel is subject to availability. Once booked, no change, extension, or substitution of travel dates is permitted, except by Prize Provider at its sole discretion. Cruise room and any tickets may not be upgraded, even if with miles or redeemed for miles. Winner and guest are responsible for obtaining all necessary and required travel documentation, authorizations, and travel and health insurance. Winner should not enter or claim the prize if unable to travel and obtain all necessary and required travel documentation, authorizations, and travel and health insurance. If winner cannot be at the point of departure on the day the cruise departs and travel on the dates specified or is not otherwise eligible, winner will forfeit the opportunity to win and there will be no makeup prize or substitution. Prize Provider requires Potential Winner and each guest to sign an Affidavit of Eligibility, Liability and Publicity Release to ensure the winner’s and guest’s compliance with the law and safety of others, in the sole discretion of Prize Provider and any other requirements to claim the prize.

Winner and guest must comply at all times with any and all rules, guidelines and/or instructions provided by Prize Provider or its representatives. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive during any portion of the prize or prize activities, winner may forfeit the prize or be ejected by Prize Provider in Prize Provider’s sole discretion. In the event the winner and any of winner’s guest 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, the Prize Provider reserves the right to terminate the prize, in whole or part, and there will not be any substitution. There is no meet and greet as a part of this prize.

No cash redemption of the prize. Prize may not be substituted, except by Prize Provider for a prize of equal or greater value. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. All prize details are subject to change and in the sole discretion of Prize Provider or representatives and in the event that it is unable to provide a winner with his/her prize(s), the Prize Provider may elect, to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. If Prize Provider is unable fulfill any portion of the prize, Prize Provider will make commercially reasonable efforts to replace it with a similar prize or replace such unfulfilled portion with a similar prize portion. If winner or guest is unable to attend for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. 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). It is winner’s sole responsibility to stay informed about the details including event location, time and any changes regarding the prize. All prize details not specified in these Official Rules will be determined in Prize Provider’s sole and absolute discretion.

By accepting the prize, Potential Winner (and his/her guest) acknowledges and accepts sole liability for the inherently dangerous nature of and risks of traveling, including but not limited to personal injury and/or death. By accepting a prize, the Winner (including Winner’s guest) agrees to release Prize Provider, Sponsor, 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. Winner (and winner’s guest) 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.

The Approximate Retail Value (“ARV”) of all Prizes: three thousand fifty dollars ($3,050), depending on winner’s primary residence and other factors. 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. 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.

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.

6. SELECTION OF WINNERS AND ODDS OF WINNING: One entrant will be selected in a random drawing (the “Drawing”) from among all eligible entries received by CrowdRise. The selected entrant is required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner (the “Potential Winner”). Drawing will take place on or around November 5, 2017. Potential Winner(s) are subject to verification by CrowdRise. 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 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 the Promotion.

7. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES: The Potential Winner(s) will be notified by email within two (2) business days after verification by CrowdRise or its representative. You will be notified only at the email address associated with entrant’s CrowdRise account or otherwise entered during the entry process. If any Potential Winner cannot be contacted within two (2) days after the first attempt to contact him/her, an alternate entrant may be selected in his/her place at random from all eligible entries received. Potential Winner(s) may be required to provide Sponsor, CrowdRise and/or Prize Provider his/her name, residential address, telephone number, email address and valid photo ID. CrowdRise will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) 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 any Potential Winner is not verified by CrowdRise, cannot be contacted within two (2) days, fails to return any and all requested documentation within two (2) days from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Promotion constitutes each winner’s consent to Sponsor’s and CrowdRise’s and their respective agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state/province 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, CrowdRise or their respective designees in furtherance of such use.

8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: The Promotion is void outside the Eligibility Area and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. 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, 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; or for any delays in payment processing related to individuals who attempt to enter the Promotion by donating in accordance with Section 4(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 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, the Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should 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 any such cancellation, termination or suspension, a notice will be posted and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor 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 or CrowdRise 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 if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor, CrowdRise and Prize Provider, warrants that he/she is eligible to participate in the Promotion and 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 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.

9. 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 the Sponsor 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 9 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 9 shall apply.

10. 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.

11. WINNERS LIST: To obtain list of winner(s), send an email to Felix@CrowdRise.com with the following subject line: “Please send the winners list for the ‘Be Nick Jonas’ VIP Guest on a 3 Day Carnival Liberty Cruise’ 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(s).

12. SPONSOR:
Beyond Type 1
545 Middlefield Rd, Suite 220
Menlo Park, CA 94025

with a copy to CROWDRISE:
13. **NOTICE**: The Sponsor and CrowdRise reserves 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.

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

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