

**MID-CHALLENGE PITCH OPPORTUNITY
FOR CHARITIES IN REVLON'S "LOVE IS ON 2016 MILLION DOLLAR CHALLENGE"**
Sponsored by Revlon Consumer Products Corporation

TERMS & CONDITIONS

September 14, 2016 at 12:00:00pm Eastern Time – October 5, 2016 at 11:59:59 pm Eastern Time

1. The "Revlon LOVE IS ON 2016 Million Dollar Challenge" (hereinafter, the "Challenge" or "Revlon Challenge") is a fundraising promotion sponsored by Revlon for eligible United States and Canadian (excluding Quebec) charities with a demonstrated commitment to supporting women's or girls' health to raise money for their cause and compete to win Grand Prizes and other promotions with up to \$1,425,000 in Challenge Grants (the "Challenge Grants") from Revlon Consumer Products Corporation ("Revlon") located at One New York Plaza, New York, NY 10004. This Mid Challenge Pitch Opportunity is available to every Charity validly participating in the Challenge. Revlon is the Sponsor (the "Sponsor") and Prize Provider (the "Prize Provider") for the Challenge. CrowdRise, Inc. ("CrowdRise"), located at 130 West 5th Street, Royal Oak, MI 48067, provides the technology platform and is the Administrator (the "Administrator") of the Challenge and this Contest. You hereby acknowledge and agree that neither CrowdRise nor Revlon – either on their own or in any of their other capacities/roles related to the Revlon Challenge or any of its promotions or its Mid Challenge Pitch Opportunity - are providing any fundraising or legal advice or any other counseling to any Participants in this Challenge.
2. You must be a validly participating Charity in the Revlon LOVE IS ON 2016 Million Dollar Challenge in order to qualify for the "Mid Challenge Pitch Opportunity" (hereinafter, the "Opportunity") and receive the Opportunity from Prize Provider.
3. The Official Challenge Rules (<https://cdncustom.crowdrise.com/promo/OfficialChallengeRules-REVLONLOVEISON2016.pdf>) apply. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Terms & Conditions, the Official Rules for the Challenge and the CrowdRise Terms and Conditions, these Terms & Conditions govern and control only to the extent of such conflict. All applicable federal, state, provincial, municipal and local laws, rules and regulations apply. Void where prohibited by law.
4. **How to Receive the Pitch Opportunity:** Every Charity in the Challenge may receive one (1) Opportunity from Prize Provider, Revlon, at Revlon's sole discretion. To receive the Opportunity, your Charity must fundraise at least fifty thousand dollars (\$50,000 USD) online on your Charity's Challenge page on CrowdRise.com (the "Website") here: <https://www.crowdrise.com/RevlonChallenge> between September 14, 2016 at 12:00:00pm Eastern Time and October 5, 2016 at 11:59:59pm Eastern Time. Donations must be made on the Website via the Charity's Fundraising Page 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 Contest Period to count toward the Contest. Donations made outside the Contest Period and on the Website. Donations by cash, credit card, money order, donations made to a Charity's non-Challenge website or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card ("offline donations") are not eligible and will not be counted toward the Challenge or Contest. The only exception are:
 - (1) Bonus Challenge grants that may be awarded by Sponsor. Bonus Challenge grants shall be governed by separate terms and rules. Verified Bonus Challenge grants shall be added by Sponsor to a Charity's fundraising total; shall be included on the Challenge Leaderboard; and shall count towards the total

donations raised by winning Charity during the Challenge Period. For example, if Charity A wins Bonus Challenge #1 with a grant value of \$5,000, Charity A's fundraising total for the Challenge shall include this \$5000 as a donation; the \$5,000 donation shall appear on the Challenge Leaderboard; and the \$5,000 donation will count towards Charity A's total donations for the Challenge and Contest.

(2) "Donate to All" distributions (as defined in the "Official Rules" shall be governed by separate terms and rules. Verified "Donate to All" distributions (i.e. funds) shall be added by Sponsor to a Charity's fundraising total; shall be included on the Challenge Leaderboard; and shall count towards the total donations raised by winning Charity during the Challenge Period.

5. **The Opportunity:** This is an Opportunity for your charity to present a unique idea for consideration by Revlon executive(s) ("Idea"). The presentation shall be made by up to two (2) people from your charity, pre-approved by Revlon, in its sole and absolute discretion; the presentations shall be no more than thirty (30) minutes; and shall take place at Revlon's corporate headquarters in New York City, New York on a date to be determined by Revlon in consultation with your Charity. In addition to the opportunity to present the Idea to Revlon, the two (2) individuals from your Charity that are presenting will receive round trip, coach class airfare and hotel (one room, double occupancy). Prize Provider requires the names and detailed information about your representative(s) at least two (2) months in advance of the presentation for consideration of approval. The names and number of Revlon executive(s) at the presentation are at Prize Provider's sole and absolute discretion. A one-sheet description about your Idea may be requested in advance of the presentation.
6. Important: Charity's Idea should benefit the charity's goals and mission and offer Revlon significant return and must fall within one of the following categories: (1) Supportive video content for fundraising efforts; (2) Social media call-to-action campaign; (3) Revlon-sponsored event or on-location activation; (4) Limited edition Revlon product with a donation to benefit the chosen charity. NOTE: *Product presented must fall under the existing Revlon product portfolio.*
7. Prize Provider or its representative, in its sole discretion, will determine whether or not to execute on Idea with any charity and Revlon has no obligation to your charity or any charity making a presentation. Should Prize Provider collaborate with any charity, the timeframe will not exceed one (1) year and all details of the Idea will be determined by charity and Revlon in a separate, contractual agreement. This Opportunity does not extend beyond the Idea to Revlon. This Opportunity shall not be interpreted or construed to create a partnership, joint venture or employment relationship between Revlon and any Charity.
8. The prize includes travel and accommodations for two (2) people from your charity to be pre-approved by Revlon in its sole and absolute discretion. If the charity's primary address or either of the charity's representatives (the "Representatives") to attend the presentation is 100 miles or less from Revlon's headquarters where the presentation will take place, ground transportation will be provided in lieu of flights between either or both of the Representatives' home residence and the presentation, at Prize Provider's sole discretion. Travel arrangements and/or itinerary (in whole or part) for Representatives will be made by Prize Provider, unless otherwise requested by Prize Provider. All terms of airline tickets shall apply. Representatives traveling must be at least 18 years of age unless accompanied by parent or legal guardian, and pre-approved by Prize Provider. No changes may be made by charity or Representatives once booked; Representatives must travel on the same itinerary; no changes except at Prize Provider's sole discretion. No part of either trip can be used independently of the event. Prize Provider is not responsible for any cancellations, delay or changes in dates, times, location, celebrities or talent, if any or any other changes with respect to the Opportunity. If any part of the Opportunity is canceled or changed, or the charity or Representative(s) are unable to attend for any reason, the charity will not receive any substitution or reimbursement of the Opportunity or portion thereof. An unclaimed Opportunity or unused portion shall be forfeited in its entirety. It is charity's sole responsibility to stay informed about the details including location, time and any changes.

Representatives and charity must comply with all terms of tickets (such as airline tickets) and are responsible for all documentation required. Representatives and charity are required to provide Prize Provider with his/her and name, residential addresses, telephone number, email address and each must present valid government-issued photo ID (such as license or passport) upon request. In the event the Representatives and charity engage 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 or themselves, the Prize Provider reserves the right to terminate the Opportunity, in whole or part and there will not be any substitution or compensation. No substitution or transfer permitted by charity or Representatives. Airline tickets are not eligible for frequent flier miles, upgrades and cannot be used in conjunction with any other trip, travel, promotion or offer. Prize Provider is not responsible for any lost, mutilated, or stolen tickets, travel vouchers or certificates and not responsible if Representatives are denied access to or through any airport, customs, event, venue or security or likewise. Approximate Retail Value ("ARV") is: **one thousand dollars (\$1,000)**. The ARV may substantially change depending on the originating city of the winner, mode of transportation, and other factors herein and charity will not be compensated for any difference. The value does not count toward any other Opportunity in the Challenge. Sponsor reserves right to substitute prizes of equal or greater value. Sponsor not responsible for prize utility, quality or otherwise. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of winner. All details not specified in these Terms and Conditions will be determined in Sponsor's sole and absolute discretion. All costs not expressly stated herein, including but not limited to, additional transportation, accommodations, meals, fees and taxes, are the sole responsibility of the charity. Donations made pertaining to this Opportunity may not be tax-deductible. The Idea and any collaboration between Revlon and Charity in connection to this Opportunity may be taxable to the Charity. It is the individual donor's and charity's sole responsibility to determine the tax-consequences of their donations and Opportunity. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice.

9. Opportunity ends October 5, 2016 at 11:59:59pm Eastern Time. This is a limited time Opportunity, not available to the public and is subject to change or cancellation without notice. This offer is not combinable with other offers. The Opportunity awarded is subject to change. By entering this Mid-Challenge Pitch Opportunity, each charity and Representatives acknowledge and agree (1) that all right, title and interest to the Idea itself and any other creative materials submitted to Revlon for the Mid-Challenge Idea Opportunity become the property of Revlon, and (2) that Revlon or CrowdRise may be independently accessing or currently developing separate creative concepts and/or works which resemble the Idea, or access or incorporate concepts, themes, formats, similar to the Idea, and that charity or Representative is not entitled to any compensation and have no rights of any kind with regards to that separate material.
10. The Opportunity is subject to revocation without notice. If a donor asks for and receives a chargeback or refund of its donation, Prize Provider may rescind the Opportunity. Prize Provider may not award and may rescind the Opportunity if any other misconduct is found.
11. Prize Provider or its representative will notify charities on or around November 1, 2016 if they are a potential recipient of the Opportunity and will require paperwork necessary to verify the recipient may receive the Opportunity. The charities that will be awarded the Opportunity will be notified through email at the email address provided to CrowdRise upon registering a fundraising page in the Challenge. Email CrowdRise at Lucy@CrowdRise.com to change your email address, add email addresses to receive Challenge communication or unsubscribe. Potential recipients shall not receive the Opportunity unless and until verified again at the end of the Challenge Period by Sponsor. Additionally, Prize Provider's obligation to provide the Opportunity is contingent upon all recipient charities (and potentially, its Representatives) submitting an agreement to Revlon's Million Dollar Challenge Third Party Submission Policy, Travel Releases, Non-Disclosure Agreements, Background Checks, Affidavit or Declaration of eligibility and liability release and, where permitted, a publicity release, Letter of Determination and a Form W9. Additional releases and information, to the extent allowed by law, may also be required before an Opportunity can be awarded. Additionally, if a charity cannot be contacted

and Sponsor has not been contacted by charity at Lucy@CrowdRise.com or mail (address in Paragraph 1) within seventy five (75) days after the Challenge has ended, is ineligible or declines the Opportunity, it is forfeited in its entirety. Charities agree that Sponsor's determinations regarding verification and eligibility shall be final and binding.

12. **QUESTIONS REGARDING THE PITCH OPPORTUNITY?** Email Lucy at Lucy@CrowdRise.com.