

OFFICIAL RULES  
MICHELSON FOUND ANIMALS "SAVING PETS CHALLENGE 2016"  
A PROMOTION TO BENEFIT CHARITABLE ORGANIZATIONS  
Sponsored by Michelson Found Animals ("Sponsor and "Prize Provider")

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THE MICHELSON FOUND ANIMALS "SAVING PETS CHALLENGE" LOCATED ON CROWDRISE.COM HERE: [WWW.CROWDRISE.COM/SAVINGPETSCHALLENGE](http://WWW.CROWDRISE.COM/SAVINGPETSCHALLENGE) (THE "CHALLENGE"). A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**APPLICATIONS MUST BE SUBMITTED TO MICHELSON FOUND ANIMALS PRIOR TO JULY 15, 2016 AT 5:00:00PM EASTERN TIME (ET). ENTRY INTO THE CHALLENGE DOES NOT GUARANTEE WINNING A CHALLENGE GRANT. PARTICIPATION IN THE CHALLENGE AND WINNERS OF CHALLENGE GRANTS ARE DETERMINED BASED ON REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED.**

**Introduction:** The Michelson Found Animals Saving Pets Challenge (the "Saving Pets Challenge" and the "Challenge") is a fundraising promotion sponsored by The Michelson Found Animals Foundation, Inc. ("Sponsor"). The Challenge is open to charitable organizations that are focused on the life-saving capacity of shelter cats and dogs in their communities and approved by Sponsor to participate and qualify under Section 501(c)3 of the U.S. Internal Revenue Code of 1986, as amended and exempt from taxation as a public organization or have a fiscal sponsorship agreement with another tax exempt organization; additionally, the Challenge is open to animal welfare organizations approved by Sponsor to participate (collectively, "Organizations"). To participate organizations must have an operating budget between \$50,000 and \$10,000,000. Additional eligibility restrictions apply.

The Challenge starts on July 5, 2016 at 12:00pm Eastern Time (ET) and ends on August 4, 2016 at 1:59:59pm ET ("Challenge Period"). CrowdRise is the fundraising platform and administrator of the promotion. The Challenge is on CrowdRise.com (the "Website") here: [www.crowdrise.com/savingpetschallenge](http://www.crowdrise.com/savingpetschallenge) (the "Challenge" or leaderboard"). Each organization that participates in the Challenge will have a fundraising page on the leaderboard and the top three charitable organizations that raise the most online to their fundraising page during the Challenge Period will win the three (3) Grand Prize Challenge Grants totaling \$115,000; first place will receive a \$50,000 Challenge Grant; second place will receive a \$30,000 Challenge Grant; third place will receive a \$20,000 Challenge Grant; fourth place will receive a \$10,000 Challenge Grant and fifth place will receive a \$5,000 Challenge Grant from Michelson Found Animals ("Prize Provider"). At the discretion of the Prize Provider, charitable organizations may win additional cash donations from Prize Provider during promotions run throughout the course of the Challenge called "Bonus Challenges".

These Official Rules govern the promotion and the operation of the Challenge and any participant in the Challenge, including each applicant, charitable organization, fundraiser, team member, donor, entrant, potential winner, winner and any other user (entities and individuals) of the CrowdRise platform that are involved in the Challenge in any manner (collectively, "Participants" and "you"). By participating, you must comply with all facets of the Official Rules and you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise all of which are final and binding in all matters related to this Challenge. The Challenge is further governed by the CrowdRise Terms and Conditions located at [www.crowdrise.com/about/terms](http://www.crowdrise.com/about/terms). In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, the Official Rules govern and control only to the extent of such conflict. All federal, state and local laws, rules and regulations apply. Void where prohibited by law.

## Definitions of Terms:

- (a) Administrator means CrowdRise, also the fundraising platform.
- (b) “Challenge” means the Michelson Found Animals Saving Pets Challenge 2016 on CrowdRise.com here: <http://www.crowdrise.com/SavingPetsChallenge>.
- (c) “Challenge Grants” means the grant of money that a Participant may receive from the Prize Provider from participating pursuant to the Challenge Rules in the Challenge during the Challenge Period.
- (d) “Challenge Period” means the period of time starting July 5, 2015 at 12:00:00 PM Eastern Time (ET) through August 4, 2015 at 1:59:59 PM ET.
- (e) “Challenge Rules” means the Official Rules of the Michelson Found Animals Saving Pets Challenge.
- (f) “Fifth Place Challenge Grant” means Five thousand USD (\$5,000).
- (g) “First Place Challenge Grant” means Fifty thousand USD (\$50,000).
- (h) “Fourth Place Challenge Grant” means Ten thousand USD (\$10,000).
- (i) “Organization” means nonprofit organization or charitable organization. Organizations accepted into the Challenge that participate are referred to herein and during the Challenge as “Charitable organizations”, “Charitable organization teams”, “Fundraising teams”, “Organizations” and “Teams”.
- (j) “Participant” or “Participants” means anyone who participates in the Challenge, including each eligible organization, nonprofit, charitable organizations, charitable organization teams, donors, fundraisers, fundraising teams, team members or any other users of the CrowdRise platform that are involved in the Challenge in any manner.
- (k) “Prize Provider” means The Michelson Found Animals Foundation, Inc., also “Sponsor”.
- (l) “Second Place Challenge Grant” means Thirty thousand USD (\$30,000).
- (m) “Sponsor” means The Michelson Found Animals Foundation, Inc., also “Prize Provider”.
- (n) “Third Place Challenge Grant” means Twenty thousand USD (\$20,000).

**1. Eligibility:** To apply for the Challenge, submit your Application here: [www.crowdrise.com/SavingPetsChallengeSignUp](http://www.crowdrise.com/SavingPetsChallengeSignUp). Applications must be received by Michelson Found Animals by July 15, 2016 at 5:00:00pm ET.

Charitable organizations must have read, agreed to, and must comply with the CrowdRise Terms and Conditions and these Official Rules and further agree that all decisions by Sponsor are final and binding in all matters related to this Challenge. Applicant must promise that he/she has authority to bind that organization and agree to the Official Rules (“You” and “Your”,

“Entrant” and “Applicant” will refer to the organization). Charitable organizations are also called “organization teams”, “teams” and “organizations”. If you do not agree and do not have the authority to agree to them on behalf of your organization you may not register or participate. You must be age 18 or older at the time of entry. You may not be an employee of CrowdRise, Michelson Found Animals or their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Challenge, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related.

In order to enter and participate in the Challenge, charitable organizations must also, at all times, meet the following eligibility qualifications: (a) a U.S.-based charitable organization (b) holding an exemption from tax under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended and qualified as a public organization (c) with a legally registered account on CrowdRise and available for donation(s) via the CrowdRise website without any customization of the CrowdRise platform or donation process, (d) in good standing under all applicable federal and state laws. To participate organizations must have an operating budget between \$50,000 and \$10,000,000. A charitable organization that does not meet requirement (b) may be eligible if it has a verifiable contractual relationship with a fiscal sponsor that meets requirements (a) – (d), and whose purpose is to collect and disburse the funds on behalf of the charitable organization during the Challenge on CrowdRise.com and additional Challenge Grants. Prize Provider may distribute its prizes to the fiscal sponsor, unless, in its sole and absolute discretion decides otherwise. Additionally, animal welfare organizations that meet requirements (a), (c), and (d), are municipal organizations or shelters and are approved by Michelson Found Animals to participate in the Challenge, may be eligible. The following are all excluded: (i) organizations that practice discrimination by race, creed, color, gender, sexual orientation, age, or national origin; (ii) organizations that serve only their own memberships (such as those types of fraternal organizations, pageants, labor organizations or religious groups that do not provide services to persons who are not members (or relatives) of the particular group); and (iii) organizations affiliated with political parties, political candidates, lobbyist activities, political publications or political advertising. Without limiting the foregoing, Michelson Found Animals and CrowdRise reserve the right, in each of their respective and absolute discretion, to exclude any organization, fundraising team, fundraiser or participant they determine is inappropriate for any reason, with or without cause, at any time. All donations made in connection with the Challenge are governed by the Challenge Rules. All charitable organizations’ fundraising pages must display on the leaderboard and link to the Challenge event here: [www.crowdrise.com/savingpetschallenge](http://www.crowdrise.com/savingpetschallenge).

To participate in the Challenge and be eligible to win prizes, the organization must have a registered fundraising page in the Challenge by July 16, 2016 at 11:59:59pm ET on CrowdRise.com here: <https://www.crowdrise.com/savingpetschallenge> to which donations are made. The charitable organizations’ fundraising pages must display Saving Pets Challenge 2016 branding as provided by Sponsor. An organization team may only brand their organization fundraising page differently if granted express, written permission by Sponsor. All donations made in connection with the Challenge are governed by the Challenge Rules. Any winners are Potential Winners and are subject to verification before a prize is awarded.

How to Apply:

**Step One:** To be considered for participation in the Challenge, apply online here: [www.crowdrise.com/SavingPetsChallengeSignUp](http://www.crowdrise.com/SavingPetsChallengeSignUp). Your application must be submitted and received by July 15, 2016 at 5:00:00pm ET.

**Step Two:** Michelson Found Animals shall review each application and deem whether the charitable organization is approved to participate in the Challenge. Charitable

organizations will be notified of their acceptance (or denial) by CrowdRise within 10 business days (and no later than July 16, 2016 at 12:00:00pm ET. Acceptance into the Challenge does not constitute or imply Michelson Found Animals' endorsement, recommendation or favoring of any charitable organization that is participating in this Challenge. Denial does not constitute disfavor upon your organization and due to time constraints, and for no other purpose, organizations will not receive a substantive reason alongside a denial or acceptance letter. No exceptions.

**Step Three:** If your charitable organization is accepted to participate in the Challenge, your charitable organization must agree that Sponsor and Administrator may register a new Saving Pets Challenge 2016 fundraising page for your charitable organization on CrowdRise.com ("fundraising page") using the information provided by you in your application, using your logo and may include your organization in any public relations or promotional announcements, if any. They are not obligated to promote your charitable organization but may do so.

2. **Restrictions:** The following restrictions govern the Challenge and charitable organizations and all participants agree that any determination by Administrator and Sponsors as to whether a donation complies with these restrictions and requirements shall be final and binding.

- a. The minimum donation is ten dollars (\$10).
- b. The maximum donation is ten thousand dollars per transaction (\$10,000). A donor may make multiple \$10,000 donations. However, these donations must adhere to all Challenge rules including (c) immediately below.
- c. No single donor (individual) may account for more than 75% of the total raised by an organization team. If an individual accounts for more than 75% of the total raised, every donation made by that donor to that organization's team will not count for determination of the winners of the Grand Prizes in the Challenge.
- d. Donations must be made online on CrowdRise.com (the Website) to a Saving Pets Challenge 2016 fundraising page via credit card and be fully processed through CrowdRise and a third party payment processor during the Challenge Period. Donations processed after the end of the Challenge period and donations made outside of the organization's Challenge fundraising page will not count and may not be transferred.
- e. "Offline donations" are not eligible and will not be counted for the Challenge. Offline donations are donations recorded on the Website, including, but not limited to, donations by cash, check and/or money order, but not processed online via credit card. Charitable organizations may be permitted to add "offline donations" to their own fundraising page but these donations will not count for purposes of determining the winner of the Challenge and these donations will not show on the leaderboard. (See Paragraph 6 for details about the "Leaderboard").
- f. An organization must receive online donations from at least twenty five (25) "unique donors" during the Challenge Period to be eligible to win a grand prize. A unique donor is defined as a donor that has entered billing information (name, address and email address) distinct from any other donor who makes a donation to the same organization.
- g. An organization may not donate to itself, either directly or through a proxy. The intention of this rule is to prohibit an organization from taking money from its own account(s)

and donating to advance its standing in the Challenge and win prize(s), therefore getting a return on its investment.

**3. Additional Restrictions:** Charitable organizations agree that any determination by Administrator and Sponsors as to whether an organization or donation complies with these restrictions and requirements shall be final and binding. Charitable organizations agree that they are solely responsible for choosing their “benefiting organization”, the US-based 501(c)3 organization with a Tax ID (EIN) to which the funds raised during the Challenge will be allocated, and thereby ensuring that the funds they raise benefits their organization. Two or more charitable organizations that are distinct and have unique EINs may not team up on one fundraising page in order to increase their odds in the Challenge without express permission of Sponsor. A single organization may have more than one fundraising page but those two pages will not be combined when determining the winners of the grand prizes or any promotion. Charitable organizations may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express permission of Sponsors.

**4. Challenge Period and Donations:** The Challenge begins on July 5, 2016 at 12:00pm Eastern Time (ET) and ends on August 4, 2016 at 1:59:59pm ET (“Challenge Period”). Donors may donate online at any time during the Challenge Period. Donations are counted towards the Challenge after such donation has been successfully processed. Donations can take time to process and the only donations that count toward the Challenge are donations that are successfully processed before the end of the Challenge Period as determined by Sponsor in its sole discretion. The amount of donations listed on the Challenge leaderboard or on the scrolling list of donations on any particular organization team’s fundraising page do not constitute the official donation results and are subject to confirmation by Administrator and Sponsors before such donations are included in the final official Challenge leaderboard results.

**5. Leaderboard and Donation Scroll Box:** During the Challenge, CrowdRise will provide a Challenge leaderboard on its website’s Challenge page here: <https://www.crowdrise.com/savingpetschallenge> The leaderboard will track the amount of donations made to teams online via the CrowdRise platform during the Challenge Period. The leaderboard is provided to provide Challenge participants with a general idea of how much money they have raised online compared to other participants during the Challenge Period. CrowdRise also provides a donation scroll box on each fundraising page that provides the names of donors (or an anonymous notation) and the amounts donated. CrowdRise will make reasonable efforts to update and maintain the accuracy of the leaderboard and donation scroll box as a convenience to Challenge participants; Sponsor makes no representations, warranties or promises of any kind that the leaderboard or donation scroll boxes on CrowdRise.com or elsewhere will be updated on a real-time basis; will always be accurate; or represent the official standings, results or leaders of the Challenge 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. All Challenge participants expressly acknowledge and agree to these limitations; agree that they have no claim whatsoever against the Sponsor or the Prize Provider based upon information in either the leaderboard or donation scroll boxes; and that neither the leaderboard or the donation scroll represents official results of the Challenge until Sponsor verifies the winners and expressly announces the final results and winners.

**6. Grand Prize Challenge Grants:** Five (5) Grand Prize Challenge Grants available to the 1<sup>st</sup> – 5<sup>th</sup> place winners of the Challenge. The winners are determined based on the amount of money that an organization team raises online to its Saving Pets Challenge 2016 fundraising page during the Challenge Period. The organization team that raises the most amount of money online during the Challenge Period wins the first place Challenge Grant; the second most amount of money online wins the second place Challenge Grant; the third most amount of money online

wins the third place Challenge Grant; the fourth most amount of money online wins the fourth place Challenge Grant; the fifth most amount of money online wins the fifth place Challenge Grant.

The first place Challenge Grant is a \$50,000 donation. The second place Challenge Grant is a \$30,000 donation. The third place Challenge Grant is a \$20,000 donation. The fourth place Challenge Grant is a \$10,000 donation. The fifth place Challenge Grant is a \$5,000 donation.

The potential winners will be notified within seven (7) business days of the date that they are determined through email at the email address provided to CrowdRise upon registering a fundraising page in the Challenge. Email Us at [SavingPets@CrowdRise.com](mailto:SavingPets@CrowdRise.com) to change your email address, add email addresses to receive Challenge communication or unsubscribe. Potential winners are not declared final and shall not receive a Challenge Grant until verified at the end of the Challenge by Sponsor. Additionally, Prize Provider' obligation to provide the Challenge Grants and prizes is contingent upon all recipients submitting an affidavit 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 a Challenge Grant can be awarded. Additionally, if potential winner cannot be contacted and Sponsor has not been contacted by potential winner at [SavingPets@CrowdRise.com](mailto:SavingPets@CrowdRise.com) or mail (address in Paragraph 15) within seventy five (75) days after the Challenge has ended, is ineligible or if potential winner declines the Challenge Grant and any prize(s), the potential winner forfeits the Challenge Grant and any other prizes it has won in their entirety. One new potential winner may be selected, at Prize Provider's final discretion. Charitable organizations agree that Prize Provider's determinations regarding verification and eligibility shall be final and binding. The Challenge Grants and any other prizes will be delivered by Prize Provider to the winners no sooner than seventy-five (75) days after the receipt of forms yet within the calendar year, 2016. Taxes and fees, if any, are the sole responsibility of winner.

**7. Determination of Winners:** The five (5) charitable organizations that raise the first greatest, second greatest, third greatest, fourth greatest, and fifth greatest amounts of money online on its Challenge fundraising page during the Challenge Period are the Potential Winners of the Challenge. A Potential Winner must be still eligible to participate and win, be in compliance with the Official Rules, CrowdRise Terms and Conditions and the law, and return all the requested paperwork in the stated timeline. They must adhere to any additional requirements of Sponsor and/or Prize Provider, to the extent permitted by law. Once these requirements are met, the Potential Winner(s) are declared the Official 1<sup>st</sup>- 5<sup>th</sup> Place winners of the Challenge and will be awarded the grand prizes described in Paragraph 6.

In the event of a tie, there may be more than five winners; a tie will be determined as follows:

In the event of a tie, the winners will be determined as follows: If two or more charitable organizations that raise the top five greatest amounts of money raise the identical amount of money during the Challenge Period, the charitable organizations will equally split the sum of the Challenge Grants they would each win had they ranked in succession. So, for example, if charitable organizations A and B tie for 1<sup>st</sup> place, they will split the sum of the 1<sup>st</sup> and 2<sup>nd</sup> place Challenge Grants. And, as a second, separate example, if Charitable organizations C, D, and E tie for 2<sup>nd</sup> they will split the sum of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> place Challenge Grants and a 1<sup>st</sup> and 5<sup>th</sup> place Challenge Grant would be available still. And, as a third example, if Charitable organizations F and G tie for 5<sup>th</sup> place, they will split the 5<sup>th</sup> place Challenge Grant. The total amount of awarded Grand Prize Challenge Grants will not exceed \$115,000. Charitable organizations agree that all decisions regarding tiebreakers, including adjustments to the Prize Requirements and

Restricted Funding as needed within Section 9 and decisions not expressly stated herein are within the sole discretion of Sponsor and its decisions shall be final and binding.

Charitable organizations agree that all decisions regarding tiebreakers, including decisions not expressly stated herein, are within the sole discretion of Prize Provider and its decisions shall be final and binding.

The amount raised by an organization is equal to the gross amount of bona fide donations generated for that organization online in connection with the Challenge during the Challenge Period. For example, if Organization A raises \$100,000 and no organization raises more than that, Organization A would win the First Place Challenge Grant so long as Organization A is in compliance with the Challenge Rules. Any donations made outside the Challenge fundraising page and/or not in compliance with these Official Rules are not included the amount considered for award of the Challenge Grants.

All amounts and donations are subject to verification by Administrator and Prize Provider, who each have absolute and sole respective discretion to determine whether a donation qualifies under the Challenge Rules. The decisions of Administrator and Prize Provider are final and binding. This includes Bonus Challenge grants and any other prizes awarded by Prize Provider during the Challenge Period. Bonus Challenge grants will not count towards the total raised by a Challenge fundraising team for purposes of determining the winners. For example, if a organization team wins a Bonus Challenge Grant of \$5,000 for its organization during the Challenge Period for raising the most amount of money in one week, that \$10,000 will not count towards the total raised for purposes of determining the winners of this Challenge.

**10. Pricing:** There are no upfront costs to join the Challenge. The per transaction fee is 5.9% plus credit card fees and at the time of the donation, the donor will have the option to cover the transaction fees on behalf of the organization. If a donor does not cover the transaction and credit card fees it will be absorbed by the organization. CrowdRise guarantees that the overall effective pricing absorbed by a organization on donations processed by Wepay and during the Challenge Period will be no more than three percent (3%). In the event that an organization's effective rate is greater than three percent (3%) CrowdRise will notify the organization in post-challenge communication of its potential Guarantee Payment which shall be calculated by the difference between the fees absorbed by the organization on donations under one thousand dollars and three percent (3%) of the sum total of donations under one thousand dollars. This post-challenge communication will also contain an address request and notification of when the Guarantee Payments are scheduled to be paid. If an organization does not reply to the initial to this address request communication within twenty (20) days or an organization or team encourages its donors to not cover the organization transaction and credit card fees, the organization or team will be exempt from receiving the Guarantee Payment. CrowdRise may, in its sole discretion make the determination on any exemption from receiving the Guarantee Payment.

**11. Privacy and Publicity:** To enable participation in the Challenge, Sponsor collects certain information from Participants as provided in the CrowdRise Privacy Policy located at [www.crowdrise.com/about/privacy](http://www.crowdrise.com/about/privacy). For instance, if a Participant provides the following information, Sponsor may share it with Michelson Found Animals and other Prize Provider, if any: name, email address, birthdate, donation amount, date of transaction, transaction identification number and the name of the organization to whom a donation was made. Except

where prohibited, participation in the Challenge constitutes each winner's (and their guest(s), if applicable, consent to Sponsor's and the agents' use of winner's (and their guest(s), if applicable) 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. Winners (and their guest(s), if applicable) irrevocably grant Sponsor and Prize Provider the royalty-free right to use, reuse, copy, publish, republish, broadcast or re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on Winner's participation in the Challenge for any lawful purpose whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment of any kind, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Challenge as Sponsor shall reasonably request from time to time, including without limitation permission to post winners' names on Sponsor's websites and to use winners' name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

**12. General Conditions.** This Challenge is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws, rules and regulations.

Sponsor or Prize Provider reserve the right to disqualify any Participant if, in the sole discretion of any of them, such Participant is not in alignment with Sponsor's or Prize Provider' values, has acted fraudulently in any way, prior, during or after the Challenge, or if awarding a prize to the organization could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or Prize Provider. Prize Provider will not award a Challenge Grant or prize to any organization that has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by the Sponsor or any Prize Provider and is not up to interpretation by any other party. Additionally, in such cases, if the Prize Provider(s) already delivered a Challenge Grant to an organization, they reserve the right to require the organization to return the Challenge Grant or its value.

Sponsors, Prize Provider and/or CrowdRise reserve the right, in their sole discretion, to prohibit any person, entity or organization from becoming or remaining an Participant for any reason, including without limitation: (i) any attempt by a Participant to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices; (ii) any Participant violation of the Challenge Rules; or (iii) any Participant acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization. Without limiting the foregoing, the use of automated software or computer programs to register or to enter the Challenge is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.

Sponsors, Prize Provider and/or CrowdRise reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Challenge 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 Challenge. Charitable organizations agree that any modification shall be final and binding. These Official Rules and any changes will be posted on the Challenge and organization fundraising pages here: <https://www.crowdrise.com/savingpetschallenge>. If the Challenge and any promotions are terminated before the designated end date, Sponsor and Prize Provider will (if possible) select winner(s) based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but PRIZE PROVIDER SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CHALLENGE.



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

All Participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. 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.

**13. General Release and Limitation of Liability:** Participants expressly agree to release and hold harmless Sponsors, Prize Provider and CrowdRise and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all liability for any claim cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the Challenge or receipt, acceptance, possession, use or misuse of any Challenge Grant or any other prize awarded as part of this Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Participants acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Challenge (iii) any condition caused by events beyond the control of the Sponsor or Prize Provider that may cause the Challenge or any results in the Challenge to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Challenge; (vi) acceptance, possession, or use of any Challenge prize or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Challenge; (viii) for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages or insufficient space on Entrant's computer, and (iv) any alleged violation by Participants of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

Participants acknowledge that Sponsors, Prize Provider and CrowdRise have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Participants from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor or Prize Provider, and neither have any responsibility for any such offer(s). By accepting the 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.

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

**15. Winners List:** To obtain list of winners, send an email to [SavingPets@CrowdRise.com](mailto:SavingPets@CrowdRise.com) with the following subject line: "Please send the winners in the Saving Pets Challenge 2016." Requests must be submitted after the Challenge has ended. The list and/or names of the winners will be sent to requesting parties after selection and verification of winners.

**16. Sponsors, Prize Provider and Administrator:** CrowdRise is the administrator of the Challenge, located at 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067. The Challenge is sponsored by Michelson Found Animals. Michelson Found Animals. Michelson Found Animals is the Prize Provider.

**17. QUESTIONS REGARDING THE CHALLENGE?** Send an email to: [SavingPets@CrowdRise.com](mailto:SavingPets@CrowdRise.com).

All trademarks are the property of their respective owners.