

DISCLAIMER: CrowdRise's promotion and sponsorship of the CrowdRise Holiday Challenge does not constitute or imply CrowdRise's endorsement, recommendation or favoring of any charitable organization that is participating in this Challenge.

CROWDRISE HOLIDAY CHALLENGE 2013

- RULES -

The CrowdRise Holiday Challenge 2013 (the "Challenge") is governed by these Rules and the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms. These Rules and the CrowdRise Terms and Conditions shall be collectively referred to as the "CrowdRise Holiday Challenge Rules" or the "Challenge Rules." In the event of a conflict between these Rules and the CrowdRise Terms and Conditions, these Rules govern and control only to the extent of such conflict. All Participants (defined herein) are subject to the Challenge Rules. A Participant includes anyone who participates in the Challenge, including donors, charities, charity teams, fundraisers, fundraising teams, team members or any other users of the CrowdRise platform that are involved in the Challenge in any manner.

1. Charity Eligibility: The Challenge is open to charities that meet the following 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, (c) 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 and except that 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, Sponsor and Prizing Providers reserve the right, in each of their respective absolute discretion, to exclude any charity, fundraising team, fundraiser or participant they determine is inappropriate for any reason. To participate in the Challenge, the charity must have registered a Holiday Challenge fundraising page on CrowdRise at www.crowdrise.com/CrowdRiseHolidayChallenge on or before December 13, 2013. An individual may also register a Holiday Challenge fundraising page to benefit a charity. Collectively, a charity or individual's Holiday Challenge fundraising page are "Holiday Challenge fundraising pages," "Challenge fundraising pages," "fundraising teams" or "teams". The Challenge fundraising pages must link to the CrowdRise Holiday Challenge and display the CrowdRise Holiday Challenge branding as provided by Sponsor. A fundraising team may only brand their fundraising page differently if granted express, written permission by Sponsor. The charity and fundraising teams must also qualify under and comply with Challenge Rules. All donations made in connection with the Challenge are governed by the Challenge Rules.

2. Restrictions: The following restrictions govern the Challenge. (a) "Offline donations" will not be counted. These are donations received by a fundraising team outside its Challenge fundraising page but recorded on its Challenge fundraising page. This includes, but

is not limited to, cash, checks and money orders. Fundraising teams may enter offline donations to their Challenge fundraising pages and they will appear in their total raised. These offline donations will not appear on the Challenge homepage here:

<http://www.crowdrise.com/CrowdRiseHolidayChallenge>. The only donations that will count toward the Challenge and appear on the Challenge homepage leaderboard during the course of the Challenge are donations that are made to a team's Holiday Challenge fundraiser that are successfully processed online through CrowdRise as determined by Sponsor in its sole discretion. (b) A charity may not make donations to itself either directly or via a proxy. For example, a charity may not aggregate donations received outside the CrowdRise platform (for example, through the charity's own website) and donate that amount to itself via a Challenge fundraising page. Donations added by the charity itself or the charity's proxy will not count for purposes of determining the Challenge winners. This limitation does not extend to individual bona fide donations from charity employees, board members, the Executive Director, CEO, etc. The intention of this rule is to prohibit a charity from taking money from its own account(s) and donating to its Challenge fundraising page directly or through another person or entity to advance their standing in the Challenge and win prizes, therefore getting a return on its investment. (c) A Challenge fundraising page must have received donations from a minimum of fifty (50) unique donors during the Challenge Period in order to be eligible to win the grand prizes or Challenge Grants described in paragraphs 5 and 6. A unique donor is defined as any donor that has billing information (first name, last name, and address) distinct from any other donor who makes a donation to the same charity. (d) Any donation during the Challenge Period over \$10,000 will not count towards the total used to determine the winners of the Challenge. A donor may make multiple donations of no more than \$10,000 so long as the Challenge Rules are followed. (e) No single donor may account for more than 75% of the total raised by a fundraising team participating in the Challenge. If a single donor accounts for more than 75% of the total raised, every donation made by that donor to that fundraising team will not count for determination of the winners of the Challenge.

If a donation is mistakenly made to a participating team's non-Holiday Challenge CrowdRise page (such as its birthday fundraiser or marathon fundraiser), Sponsor may (but is not required) transfer the donor's donation to that team's fundraising page benefiting the same charity so long as: (a) the donor requests Sponsor to make the transfer (which may be by email); (b) the donor makes this request within two hours of the mistaken donation; (c) the mistaken donation was made prior to the last seven (7) days of the Challenge period and (d) no more than five (5) mistaken donations can be transferred for any one team during the Challenge period. There will be no transfers of donations from one charity to another charity.

3. Challenge Period and Donations: The Challenge begins at 12:00 PM Eastern on November 18, 2013, and ends on January 9, 2014 at 11:59:59 AM Eastern (the "Challenge Period"). Donors may donate to a fundraising team's benefiting charity at any time during the Challenge Period. Donations are counted towards the Challenge after such donation has been successfully processed as determined by Sponsor in its sole discretion. 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 team's Challenge fundraising page do not constitute the official donation results and are subject to confirmation by Sponsor before such

donations are included in the final official Challenge leaderboard results.

4. Leaderboard and Donation Scroll Box: During the Challenge, CrowdRise will provide on its website's Challenge homepage here: <http://www.crowdrise.com/CrowdRiseHolidayChallenge> a leaderboard for the Challenge which 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 Challenge 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; however, CrowdRise makes no representations or warranties that the leaderboard or donation scroll box will be updated on a real-time basis; will always be accurate; or represents the official standings or results of the Challenge. The leaderboard and the donation scroll lists are unofficial tallies of the amounts of donations for the Challenge and may not accurately reflect the official standings in the Challenge 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 based upon information in either the leaderboard or donation scroll box; and that neither the leaderboard or the donation scroll represents official results of the Challenge until Sponsor expressly announces the final results and winners on CrowdRise.com.

5. Determination of Winners: The benefiting charities of the three (3) participating fundraising teams that raise the greatest, next greatest and third greatest amounts of money online on a Challenge fundraising page during the Challenge Period and are in compliance with the Challenge Rules will receive the Challenge Grants described in paragraph 6. These are considered the 1st, 2nd and 3rd place winners of the Challenge. In the event of a tie, the winners will be determined as follows. (a) If two fundraising teams tie for first place, those teams' benefiting charities will equally split the total of the First Place Challenge Grant of \$100,000 and the Second Place Challenge Grant of \$40,000; thus, each charity would receive a \$70,000 Challenge Grant. In such case, the benefiting charity of the fundraising team that raised the second highest amount would receive the Third Place Challenge Grant of \$20,000. (b) If there is a tie between 2 or more fundraising teams for second place, their benefiting charities will equally split the total of the Second Place Challenge Grant of \$40,000 and the Third Place Challenge Grant of \$20,000 or \$60,000 and there will not be a third place winner. (c) If there is a tie between 2 or more fundraising teams for third place, their benefiting charities will equally split the Third Place Challenge Grant of \$20,000. (d) If there is a tie among 3 or more fundraising teams for first place, the total of the First, Second and Third Place Challenge Grants (i.e., \$160,000) will be split equally among the teams' benefiting charities and there will be no second or third place winners. The Challenge Grants will never exceed \$160,000 regardless of how many fundraising teams may tie.

The amount raised by a fundraising team is equal to the gross amount of bona fide donations generated online for their benefiting charity on its Challenge fundraising page during the Challenge Period. For example, if Team A raises \$100,000 online and no team raises more than that, Team A would win 1st Place so long as Team A and their benefiting charity are in

compliance with the Challenge Rules. Similarly, if Team A raises \$100,000 online for Charity X and no team raises more than that, Team A wins even if Team B and Team C each raise \$60,000 online for the same charity (Charity Y), so long as Team A and their benefiting charity are in compliance with the Challenge Rules.

All amounts and donations are subject to verification by Sponsor, who has absolute discretion to determine whether a donation qualifies under the Challenge Rules. The decisions of Sponsor are final and binding. Any donations made outside the Challenge fundraising page are not included. This includes Bonus Challenge grants and any other prizes awarded by Prizing Providers 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 fundraising team wins a Bonus Challenge of \$3,000 for their charity during the Challenge Period for raising the most amount of money in one week, that \$3,000 will not count towards the total raised for purposes of determining the winners of the Challenge.

6. Challenge Grants: Three (3) Challenge Grants are available: The first place Challenge Grant is a \$100,000 donation from Prizing Providers to the fundraising team's benefiting charity that raises the most amount of money online during the Challenge Period. The second place Challenge Grant is a \$40,000 donation from Prizing Providers to the fundraising team's benefiting charity that raises the second highest amount of money online during the Challenge Period. The third place Challenge Grant is a \$20,000 donation from Prizing Providers to the fundraising team's benefiting charity that raises the third highest amount of money online during the Challenge Period.

The winning fundraising teams and their benefiting charities will be notified through email at the email address provided to Sponsor upon registering on CrowdRise within three (3) business days of the date that Sponsor determines the winners. The Prizing Providers obligation to provide the Challenge Grants and any incentive Grants during the Challenge is contingent upon all recipients submitting all required information and documents associated with obtaining a Grant. Additionally, if Sponsor is unable to contact a winning charity, if the charity is ineligible or if the charity declines the grant; the grant will be awarded to the charity that raised the next highest amount of money during the Challenge period. The Challenge Grants will be delivered within approximately sixty (60) days after the receipt of said forms.

7. 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. For instance, if a Participant provides the following information, Sponsor may share it with Prizing Providers: name, email address, birth date, donation amount, date of transaction, transaction identification number and the name of the charity to whom a donation was made. By participating in the Challenge, all Participants agree that CrowdRise may use the name, likeness, and any biographical information provided for promotional purposes. 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 winner's name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

8. General. By participating in the Challenge, each eligible organization, charity, fundraiser, team member and donor and anyone else that participates (collectively, “Participants”) agrees to the Challenge Rules and the decisions of Sponsor. Participants expressly agree to release and hold harmless Sponsor and Prizing Providers from and against any claim or cause of action arising out of participation in the Challenge or receipt or use of any prize hereunder, and agree that neither Sponsor nor Prizing Providers are 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; (iii) any condition caused by events beyond the control of the Sponsor or Prizing Providers 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 grant or prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Challenge; and (viii) any alleged violation by Participants of any law, regulation, or right held by a third party. Participants irrevocably grant Sponsor and Prizing Providers the royalty-free right to use, reuse, copy, publish, republish, broadcast, re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on Participants participation in the Challenge for any lawful purposes whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment, unless prohibited by law.

Sponsor or Prizing Providers reserve the rights to disqualify any Participant or organization if, in either of their sole discretion, such Participant or organization is not in alignment with Sponsor’s or Prizing Providers’ values or if awarding a prize to the organization could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or Prizing Providers. Additionally, in such case, if the Sponsor or Prizing Providers have already delivered a Challenge Grant to an organization, they reserve the right to require the organization to return the Challenge Grant and to award the Challenge Grant to an alternate winner based on the criteria in paragraph 6 above.

Sponsor or Prizing Providers reserve the right, at its sole discretion, to prohibit any person or organization from participating in the Challenge or to disqualify any person or organization found to be tampering with the process or the operation of the Challenge; to be attempting to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices; to be acting in violation of the Challenge Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization.

Sponsor may adjust the times and dates reflected in these Challenge Rules or suspend or discontinue the Challenge, if in its sole opinion there is any actual or suspected tampering of the Challenge, or any other malfunction, event or activity that may affect the integrity of the Challenge. If the Challenge is terminated before the designated end date, Sponsor will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but PRIZING PROVIDERS SHALL NOT BE

OBLIGATED TO AWARD ANY CHALLENGE GRANT THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN CHALLENGE GRANT NOTIFICATION, OPERATION, OR FUNCTION OF THIS CHALLENGE.

BY PARTICIPATING IN THE CHALLENGE IN ANY WAY, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY CHALLENGE GRANT AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

By participating in the Challenge, Participants: (a) agree to release Sponsor and Prizing Providers and their respective parent companies, employees, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies, and related entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Challenge, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (b) consent to the use of their names, voices, pictures, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (c) acknowledge that Sponsor has 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.

In no event shall the Sponsor or Prizing Providers be liable for attorney's fees. Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Any offer of points, rewards, prizes, or other benefits to donors from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor and Sponsor has no responsibility for any such offer(s).

9. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of the Challenge, or the rights and obligations of any Participant, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction). Any disputes will be resolved exclusively in the state or federal courts in Delaware, and all participants consent and waive any objection to such jurisdiction for said purposes.

10. Winners List: To obtain list of winners, send an email to HolidayChallenge@CrowdRise.com with the following subject line: "Please send the winners list for the CrowdRise Holiday Challenge." A request for the winners list must be received by January 9, 2013. The winners list will be sent to requesting parties after selection and verification of winners. The list of winners also will be posted on the CrowdRise website after selection and verification of winners.

11. Sponsor: CrowdRise, which is located at 301 West 4th Street, Suite 440, Royal Oak, MI 48067 is the Sponsor of the Challenge and solely responsible for the Challenge rules, the administration of the Challenge and compliance with local, state or federal laws regarding the Challenge.

12. QUESTIONS REGARDING THE CHALLENGE? Send an email to HolidayChallenge@CrowdRise.com.