

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

#STARTARYOT CHALLENGE 2013 - CHALLENGE RULES -

The #STARTARYOT Challenge 2013 (the "Challenge") by RYOT is governed by these Rules and the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms. These Challenge Rules and the CrowdRise Terms shall be collectively referred to as the "The #STARTARYOT Challenge Rules" or the "Challenge Rules." All Participants 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. All donations made in connection with the Challenge are governed by these Challenge Rules.

1. Eligibility: Any charity is welcome to participate in The #STARTARYOT Challenge provided the charity has been approved by RYOT to register a Challenge fundraising page and does register a fundraising page on CrowdRise at www.crowdrise.com/STARTARYOT prior to September 6, 2013 at 5:00pm eastern. The charity must also qualify under these Challenge Rules and the charity and Participants must also comply with these Challenge Rules. All donations made in connection with the Challenge are governed by these Challenge Rules, as well as the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms ("CrowdRise T&C"). In the event of a conflict between these Challenge Rules and the CrowdRise T&C, these Challenge Rules govern and control only to the extent of such conflict. The charity must: (a) be a U.S.-based charitable organization (b) hold an exemption from tax under Section 501(c)(3) of the U.S. Internal Revenue Code, (c) is available for donation(s) via the CrowdRise website without any customization of the CrowdRise platform or donation process, and (d) is in good standing under all applicable federal and state laws; provided 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 Provider reserve the right, in their respective absolute discretion, to exclude any organization they determine is inappropriate for any reason.

2. Restrictions: The following restrictions govern the Challenge: (a) Offline donations entered on CrowdRise.com will not be counted. This includes, but is not limited to, cash, checks and money orders. The only donations that will count toward the Challenge are donations that are successfully processed online through CrowdRise as determined by Sponsor in their sole discretion. (b) Charities may not make donations to themselves either directly or via a proxy. For example, a charity may not aggregate donations received in any other ways outside the CrowdRise platform (offline, charity's website) and donate that amount to itself via a CrowdRise 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 donations from charity employees and/or board members. (c) A fundraising page must have received donations from a minimum of one-hundred (100) unique donors during the Challenge Period in order to qualify for the Challenge. A unique donor is defined as any donor that has billing info (first name, last name, and address) distinct from any other donor who makes a donation to the same fundraising team. (d) Any donation during the Challenge Period over \$10,000 will not count towards the total used to determine the winners of the Challenge. (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.

3. Challenge Period and Donations: The Challenge begins at 12:00:00 PM Eastern on August 19, 2013, and ends at 5:00:00 PM Eastern on September 24, 2013 (the "Challenge Period"). Donors may donate to a charity's fundraising team 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 their sole discretion. The amount of donations listed in the Challenge leaderboard or on the scrolling list of donations on any particular fundraising team's 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.

A Charity that wants to participate in the #STARTARYOT Challenge must set up a fundraising page in the #STARTARYOT Challenge event here: www.CrowdRise.com/STARTARYOT. All of these fundraising pages must link to the #STARTARYOT Challenge and display the #STARTARYOT Challenge branding. These fundraising pages are "#STARTARYOT Challenge fundraising pages" or "Challenge fundraising pages." Every donor that wants to participate in the #STARTARYOT Challenge must donate to a charity's Challenge fundraising page for their donations to count toward the Challenge, contests and grants. Every charity that wants to participate in the #STARTARYOT Challenge must receive donations to their Challenge fundraising page for their donations to count toward the Challenge, contests and grants. A charity's non-Challenge fundraising page may include, for example, a charity's profile page, birthday fundraiser or marathon fundraiser. If a donation is mistakenly made to a charity's non-Challenge fundraising page, the sponsor has discretion to transfer the donor's donation to the *same* charity's Challenge fundraising page so long as: (a) the donor makes the request to have the donation transferred, (b) the donor makes the request within two hours of the mistake, (c) the mistaken donation was made prior to the last seven (7) days of the Challenge period and (d) no more than five (5) donations can be transferred for any one charity during the Challenge period.

4. Leaderboard and Donation Scroll Box: During the Challenge, CrowdRise will provide on its website a leaderboard for the Challenge which will track the amount of donations made to fundraising teams during the Challenge Period. The leaderboard is provided to provide Challenge participants with a general idea of how much money they have raised compared to other participants during the Challenge Period. CrowdRise also provides a donation scroll box on each fundraising team's page that provides the names of donors (or an anonymous notation) and the amounts donated. CrowdRise shall 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 shall not have any claim whatsoever against the Sponsor or the Prizing Provider based upon information in either the leaderboard or donation scroll box; and that neither the leaderboard or the donation scroll represent official results of the Challenge until Sponsor and Prizing Provider expressly designates the final results and winners.

5. Determination of Winners: The three (3) charities that raise the greatest, next greatest and third greatest amounts of money on a CrowdRise fundraising page for their during the Challenge Period, and are in compliance with these Challenge Rules and the CrowdRise T&C, will earn 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 raise the identical amount of the most money during the Challenge, the charities will equally split the total of the First Place Challenge Grant of \$75,000 and the Second Place Challenge Grant of \$50,000; thus, each charity would receive a \$62,500 Challenge Grant. In such case, the charity that raised the next highest amount would receive the Third Place Challenge Grant of \$25,000. (b) If there is a tie between 2 or more fundraising teams who raise the second most amount of money, the charities will equality split the total of the Second Place Challenge Grant of \$50,000 and the Third Place Challenge Grant of \$25,000 or \$75,000 and there would not be a separate third place winner. (c) If there is a tie between 2 or more fundraising teams that raise the third most amount of money, the charities will equally split the Third Place Challenge Grant of \$25,000. (d) If there is a tie among 3 or more fundraising teams for the most amounts raised during the Challenge Period, the total of the First, Second and Third Place Challenge Grants (i.e., \$150,000) will be split equally among the charities and there will be no separate Second or Third Place Challenge Grants. The Challenge Grants will never exceed \$150,000 regardless of how many fundraising teams may tie.

The amount raised by a charity is the gross amount of bona fide donations generated for their charity on their individual fundraising page on CrowdRise during the Challenge Period. For example, if Charity A raises \$100,000 and no charity raises more than that, Charity A would win the applicable Challenge Grant so long as Charity A is in compliance with the Challenge Rules. Any offline postings of donation amounts are unofficial and non-binding. All amounts and donations are subject to verification by Sponsor, who shall have absolute discretion to determine whether to include a donation as part of the Challenge. The decisions of Sponsor are final and binding. Bonus Challenge grants awarded by RYOT during the Challenge Period will not count towards the total raised by a charity and/or fundraiser for purposes of determining the winners. For example, if a charity wins a Bonus Challenge Grant of \$10,000 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 the Challenge.

6. Challenge Grants: Three (3) Challenge Grants are available: The first place Challenge Grant is a \$75,000 donation from RYOT, the Prizing Provider, to the charity that raises the most amount of money during the Challenge Period. The second place Challenge Grant is a \$50,000 donation from Prizing Provider to the charity that raises the second highest amount of money during the Challenge Period. The third place Challenge Grant is a \$25,000 donation from Prizing Provider to the charity that raises

the third highest amount of money during the Challenge Period.

The donations will be made within approximately thirty (30) days after the conclusion of the Challenge Period. The winning charities will be notified through email or telephone within three (3) business days of the date that Sponsor and Prizing Provider determine the winners. If Sponsor and/or Prizing Provider are unable to contact a winning charity, the charity is ineligible or declines the grant; the grant will be awarded to the charity that raised the next highest amount of money during the Challenge Period.

7. Privacy and Publicity: In order to participate in the Challenge, Sponsor collects certain information from Participants as provided in the CrowdRise Privacy Policy located at www.crowdrise.com/about/privacy and shares that information with the Prizing Provider. For instance, if you provide the following information, Sponsor will share it with the Prizing Provider: your name, email address, birth date, donation amount, date of transaction, transaction identification number and the name of the fundraiser to whom a donation was made. By participating in the Challenge, all Participants agree that CrowdRise may provide this information to Prizing Provider, and that Prizing Provider 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 and Prizing Provider shall reasonably request from time to time, including without limitation permission to post winners' names on Sponsor and/or Prizing Provider's websites and to use winners' 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 these Terms and Conditions, the CrowdRise T&C, and the decisions of Sponsor. Participants expressly agree to release and hold harmless Sponsor and Prizing Provider 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 Provider 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 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 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 Provider 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 Provider reserve the right 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 Provider's values and may result in public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsor.

Sponsor and Prizing Provider reserves the right, at their 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 these Challenge Rules or the CrowdRise T&C; 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 and Prizing Provider 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 PROVIDER 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: (i) agree to release Sponsor and Prizing Provider 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 and Prizing Provider 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.

In no event shall the Sponsor or the Prizing Provider 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 or Prizing Provider, and neither have any 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 RYOT@CrowdRise.com with the following subject line: "Please send the winners list for the #STARTARYOT Challenge." A request for the winners list must be received by September 30, 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 and Prizing Provider: 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. The Prizing Provider is RYOT. The Prizing Provider's sponsorship is limited to providing the Challenge Grants.

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