

**BONUS CHALLENGE #1 RULES**  
**“2016 ART VAN CHARITY CHALLENGE”**

Promotion Period for Bonus Challenge #1:  
May 18, 2016 at 12:00:00pm Eastern Time – May 24, 2016 at 1:59:59pm ET

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Your participation in this Bonus Challenge means that you have read and that you unconditionally agree to these Rules and all decisions by CrowdRise (“Administrator”) and Art Van Furniture (“Sponsor” and “Prize Provider”), are final and binding in all matters related to the Challenge. To win the prize(s), you must comply with all facets of the Official Rules for the Challenge (“Official Rules”) and all decisions by CrowdRise and Art Van Furniture (Art Van Furniture hereinafter referred to as Sponsor and Prize Provider interchangeably and acting in both capacities throughout).

**1. Eligibility:** This Bonus Challenge is open only to nonprofits and charitable organizations (“charities”) that have been accepted by Art Van Furniture to participate in the 2016 Art Van Charity Challenge (the “Challenge”) and that continue to 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 of 1986, as amended and qualified as a public charity (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. 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 cash grants. Prize Provider may distribute its prizes to the fiscal sponsor, unless Prize Provider, in its sole and absolute discretion, decides otherwise. 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 reserves the right, in its sole and absolute discretion, to exclude any charity, fundraising team, fundraiser or participant they determine is inappropriate for any reason, or with or without cause, at any time. All donations made in connection with the Challenge are governed by the Challenge Rules. All charities’ fundraising pages must display on the leaderboard and link to the Challenge event here: <https://www.crowdrise.com/artvancharitychallenge>.

To participate in the Challenge and be eligible to win prizes, the charity must have a registered fundraising page in the Challenge by May 18, 2016 at 11:59:59am ET on CrowdRise.com here: <https://www.crowdrise.com/artvancharitychallenge> to which donations are made. The charities’ fundraising pages must display the 2016 Art Van Charity Challenge branding as provided by Sponsor. A charity team may only brand their charity 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.

**2. Promotion Period:** The Bonus Challenge starts on May 18, 2016 at 12:00:00pm Eastern Time (ET) and ends on May 24, 2016 at 1:59:59pm ET (“Promotion Period”). CrowdRise’s server and computer clock is the official time-keeping device and its decisions are final and binding.

Sponsor makes no representations or warranties that the leaderboard or donation scroll box on CrowdRise.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official standings, results or leaders of the Bonus 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. Results of the Bonus Challenge are not official until Sponsor expressly announces the final results and verify the winners.

**3. How To Enter:** Go to CrowdRise (the “Website”) here:

<https://www.crowdrise.com/artvancharitychallenge> and follow the on-screen instructions to fundraise at least five hundred dollars (\$500) to your charity team fundraising page during the Promotion Period and your charity team will be entered for a chance to win. There will be four potential winners. Donations must be made online on the Website via credit card and be fully processed through CrowdRise and a third party payment processor during the Promotion Period. Donations recorded on the Website, including, but not limited to, donations by cash, checks and/or money orders, but not processed online via credit card (“offline donations”) are not eligible and will not be counted for the Bonus Challenge.

**OR** Your charity team may enter for free by sending one email from your charity to [ArtVanFurniture@CrowdRise.com](mailto:ArtVanFurniture@CrowdRise.com) with the subject line: “Please enter me in Bonus Challenge #1 – 2016 Art Van Charity Challenge.” One entry from your charity (not a proxy or unaffiliated team member) must be sent to and received during the Promotion Period. Your email must include the correct subject line, the name of your charity, your Challenge fundraising team name, the URL for your fundraising page, your name, charity’s address and email address or your entry is automatically void.

Restrictions: The following restrictions govern the Challenge and organizations agree that any determination by Sponsor 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 a Charity team. If an individual accounts for more than 75% of the total raised, every donation made by that donor to that charity’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 2016 Art Van Charity Challenge 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 charity’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. Charities 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.

- f. A charity may not donate to itself, either directly or through a proxy. The intention of this rule is to prohibit a charity 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.

At the end of the Promotion Period, 'winner(s)' is determined. Each is a 'Potential' winner, subject to a verification process that will begin at the end of the Challenge. All donations are subject to verification. Donations made in this Bonus Challenge may not be tax-deductible. It is the individual donor's sole responsibility to determine the tax-consequences of their donations. Consult a tax professional. You agree that neither CrowdRise nor Sponsor is providing any accounting or tax advice.

**4. Additional Restrictions:** Charities agree that any determination by Administrator as to whether a charity or donation complies with these restrictions and requirements shall be final and binding. Charities agree that they are solely responsible for choosing their "benefiting charity", 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 benefit their charity. Two or more charities 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 and Administrator. A single charity 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. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express permission of Sponsor.

**5. Prize:** There are four (4) potential winning charities. The prize is a Challenge Grant in the amount of four thousand dollars (\$4,000) from Art Van Furniture, Inc., to each winning charity. The Challenge Grant will be distributed after the Challenge in accordance with the Challenge Rules and the value does not count toward any other contest in the Challenge. Approximate Retail Value ("ARV") is: Four thousand dollars (\$4,000). Prize Provider reserves the right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. Neither CrowdRise nor Sponsor are 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.

**6. Selection of Winner(s) and Odds of Winning:** On or around May 24, 2016, Administrator or its representative conduct a random drawing (the "Drawing") from all eligible entries to determine Potential Winner(s). Entries are subject to verification by Sponsor and Potential Winners are not declared final and shall not receive a prize until verified. Sponsor's decisions are final and binding on all matters relating to this Bonus Challenge. The odds of winning depend on the number of eligible entries and method of entry. Any attempts to exceed the limit of number of entries into the Bonus Challenge by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited and Administrator reserves the right in its sole discretion to disqualify any suspect entries. An individual may not enter on behalf of a charity or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter this Bonus Challenge or other proof during the verification process within one (1) business day, to the extent allowed by law.

**7. Verification of Winners and Delivery of Prize(s):** The potential winner(s) 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 [ArtVanFurniture@CrowdRise.com](mailto:ArtVanFurniture@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's 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 [ArtVanFurniture@CrowdRise.com](mailto:ArtVanFurniture@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. Charities 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 within approximately seventy-five (75) days after the receipt of forms. Taxes and fees, if any, are the sole responsibility of winner.

**8. Privacy and Publicity:** To enable participation in the Bonus Challenge, CrowdRise 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 an Entrant provides the following information, CrowdRise may share it with Sponsor and Prize Provider: 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. Except where prohibited, participation in the Bonus Challenge constitutes each winner's consent to CrowdRise, Sponsor and its agents' use of winner's 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 irrevocably grant CrowdRise and Sponsor 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 Bonus 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 CrowdRise and Sponsor shall reasonably request from time to time, including without limitation permission to post winners' names on their websites and to use winners' name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

**9. General Conditions:** This Bonus Challenge is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. CrowdRise and Sponsor reserve the right to disqualify any Entrant if, in the sole discretion of any of them, such Entrant is not in alignment with any of their values, has acted fraudulently in any way, prior, during or after the Bonus Challenge, or if awarding a prize to the Winner could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on any of them. Prize Provider will not award a prize to any Winner who has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by CrowdRise and Sponsor and is not up to interpretation by any other party. Additionally, in such cases, if the Sponsor already delivered a prize, they reserve the right to require the winner to return the prize.

CrowdRise and Sponsor reserve the right, in their sole discretion, to prohibit any person or organization from becoming or remaining an entrant for any reason, including without limitation: (i) any attempt by an entrant to undermine the legitimate operation of the Bonus Challenge by cheating, hacking, deception, or any other unfair practices; (ii) any Entrant violation of the Official Rules; or (iii) any Entrant 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 Bonus Challenge is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.

CrowdRise and Sponsor reserve the right, at any of their sole discretion, to modify, cancel, terminate or suspend this Bonus Challenge should any virus, bug, technical failures, unauthorized human intervention or other causes beyond CrowdRise and/or Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Bonus Challenge. If the Bonus Challenge is terminated before the designated end date, CrowdRise and 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 SPONSOR/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 BONUS CHALLENGE.

CAUTION. ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS BONUS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CROWDRISE 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 Provider may apply.

**10. General Release and Limitation of Liability:** Participants expressly agree to release and hold harmless CrowdRise, Sponsor 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 Bonus Challenge or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Bonus 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 Bonus Challenge; (iii) any condition caused by events beyond the control of CrowdRise and Sponsor that may cause the Bonus Challenge or any results in the Bonus Challenge to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Bonus Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Bonus Challenge; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Bonus 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 (ix) 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 CrowdRise and Sponsor 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 CrowdRise nor Sponsor 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.

**11. 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, Sponsor, and CrowdRise 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.

**12. Winners List:** For a list of the winners, email [ArtVanFurniture@CrowdRise.com](mailto:ArtVanFurniture@CrowdRise.com) and include the title of the Bonus Challenge in your request. Requests must be submitted after the Bonus Challenge has ended. The list will be sent to requesting parties after selection and verification of winners.

**13. Sponsor, Prize Provider and Administrator:** CrowdRise is the administrator of the Challenge, located at 130 West 5<sup>th</sup> St., Royal Oak, MI 48067. The Challenge is sponsored by Art Van Furniture, Inc., located at 6500 E. 14 Mile Rd., Warren, MI 48092. Art Van Furniture, Inc. is the Prize Provider.

**14. QUESTIONS REGARDING BONUS CHALLENGES?** Send an email to: [ArtVanFurniture@CrowdRise.com](mailto:ArtVanFurniture@CrowdRise.com).

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