

**OFFICIAL CHALLENGE RULES**  
**GIVE DETROIT CHALLENGE 2016**  
Sponsored by Hour Detroit

**NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN THE 2016 “GIVE DETROIT CHARITY CHALLENGE” ON CROWDRISE.COM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. NOT OPEN TO THE GENERAL PUBLIC.**

**APPLICATIONS ACCEPTED ON A ROLLING BASIS UNTIL OCTOBER 14, 2016 AT 11:59:59 PM EASTERN TIME.**

**APPLY ONLINE HERE:** <https://www.crowdrise.com/GiveDetroitApplication>.

**1. Introduction:** The “Give Detroit Challenge 2016” (hereinafter, the “Give Detroit Challenge” or “Challenge”) is a fundraising promotion sponsored by Hour Detroit for eligible charities located in Southeast Michigan doing charitable work in and for Southeast Michigan to fundraise money for their organization and compete to win “Grand Prize Challenge Grants” and other promotional “Bonus Challenge Grants” up to a total of \$50,000 in Challenge Grants (the “Challenge Grants” or “Grants”) from Hour Detroit. The Challenge is only open to eligible charities selected by Sponsor in its sole discretion and subject to change by Sponsor in its sole and absolute, final determination (each an “Eligible Charity”, “charity” and collectively, “charities”). Charities keep the funds they raise for their organization. Only winning, eligible, and verified charities will receive a prize; Challenge grants are not available for donors and other individuals such as fundraisers, team members or applicants.

The Challenge starts on September 29, 2016 at 12:00:00pm Eastern Time (“ET”) and ends on November 10, 2016 at 1:59:59 pm ET (the “Challenge Period”). The Challenge is hosted on the CrowdRise platform, at: <https://www.crowdrise.com/GiveDetroitChallenge>. The Challenge is further governed by the CrowdRise Terms and Conditions located at [www.crowdrise.com/about/terms](http://www.crowdrise.com/about/terms) (“CrowdRise Terms”). In the event of a conflict between these Official Challenge Rules (the “Challenge Rules”) and the CrowdRise Terms, these Challenge Rules govern and control only to the extent of such conflict. Each Charity that participates in the Challenge will have its own unique fundraising page where it can raise funds in the Challenge (a “Team Page” or “Fundraising Page”) and each Charity and its amount raised during the Challenge will appear on the Challenge leaderboard (“Challenge Leaderboard”).

These Challenge Rules govern the operation of the Challenge and apply to any Participant in the Challenge, including each Applicant (as defined below), Charity (as defined below), organization, fiscal sponsor, fundraiser, team member, donor, entrant, potential winner, winner of the Challenge, and any other users (entities and individuals) of the CrowdRise platform that are involved in the Challenge in any manner (each a “Participant” and collectively, “Participants” and/or “you”). All Participants must comply with all facets of the Challenge Rules and the CrowdRise Terms. You hereby unconditionally agree to these Challenge Rules and the CrowdRise Terms, and to abide by any and all decisions by Hour Detroit and CrowdRise, which are final and binding in all matters related to this Challenge. All donations made in connection with the Challenge are governed by these Challenge Rules and the CrowdRise Terms. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.

**2. Sponsor and Administrator:** Hour Detroit is located at 5750 New King Drive, Suite 100 Troy, MI 48098 and is the Sponsor (the “Sponsor”) and Prize Provider (the “Prize Provider”) for the Challenge. CrowdRise, Inc. (“CrowdRise”), located at 130 West 5th Street, Royal Oak, MI 48067, provides the technology platform and is the Administrator (the “Administrator”) of the Challenge. Entrants hereby acknowledge and agree that neither CrowdRise nor Hour Detroit – either on their own or in any of their other capacities/roles related to the Hour Detroit Charity Challenge - are providing any fundraising or

legal advice or any other counseling to any Participants in this Challenge.

**3. Eligibility:** Each charity will be entered into the Challenge by an applicant and the charity's and applicant's required eligibility are as follows:

- *Charities:* This Challenge is only open to the entities selected by Hour Detroit to participate (as determined by Sponsor in its sole discretion) and charities must also meet the following eligibility qualifications: (i) (a) United States 501(c)(3) tax-exempt public charities *or* (b) United States charity organizations that have a fiscal sponsorship agreement with another tax exempt charity; (ii) have a legally registered account on <https://www.crowdrise.com/GiveDetroitChallenge> the "Challenge Website" or the "Website"; (iii) be able to receive donation(s) via the Website without any customization of the Website or donation process; and (iv) be in current and ongoing good standing under all applicable federal, state and local laws, rules and regulations starting at the beginning of the Challenge Period and continuing through the verification of winners, including without limitation laws and regulations applicable to charity's fundraising activities.

The following organizations/charities are not permitted to participate in this Challenge (as a charity or otherwise) and, even if selected/approved, by Sponsor, may be disqualified in Sponsor's sole discretion if any of the following exist: (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, and /or political lobbyists. Sponsor and Administrator reserve the right, in each of their respective and absolute discretion, to exclude any Charity, organization, fundraising team, fundraiser or Participant they determine is inappropriate for any reason, or with or without cause, at any time.

Invitation and acceptance into the Challenge does not constitute or imply Hour Detroit or CrowdRise's endorsement, recommendation or favoring of any Charity participating in this Challenge. A charity's inability to participate in the Challenge does not constitute disfavor of your organization. CrowdRise does not participate in the selection process. If your Charity is selected to participate in the Challenge, the Charity must agree that Sponsor and Administrator may: (a) register a new Challenge fundraising page for your Charity on the Website; and (b) use your charity's information to create your Challenge fundraising page (the "Fundraising Page"), for example, Sponsor and Administrator may use Charity's logo on the Website.

Please Note: each charity has an additional "Profile Page" on CrowdRise.com under which all fundraisers created on CrowdRise.com are featured (or can be hidden). The only Fundraising Page each charity should use for the purpose of the Challenge is its Challenge Fundraising Page, not any other fundraiser or page it has on CrowdRise.com (for example, a charity may have a fundraising page in another event such as a marathon and if funds are raised through that outside event, those funds will not count toward the Challenge contests and prizes; for more information, see "Donation Restrictions" below).

- *Applicants:* The representative signing on behalf of the selected Charity (the "Applicant") must be and hereby represents and warrants that they are: (i) a representative of the Charity; (ii) has authority to bind that Charity to the Challenge Rules and the CrowdRise Terms; (iii) hereby agrees to the Challenge Rules and CrowdRise Terms on behalf of their respective Charity (and confirm the same in writing); (iv) at least age 18 or the age of majority (or older) in their jurisdiction of residence, whichever is greater, at the time of entry; and (v) reside in one of the 50 United States/D.C. If Applicant does not agree and/or does not have the authority to agree to the Challenge Rules and CrowdRise Terms on behalf of his/her Charity, neither he/she nor the Charity may register or participate. Applicant may not be an employee of CrowdRise, Hour Detroit or their respective parents, affiliate companies, subsidiaries, agents, judges, advertising

and promotion agencies and anyone directly 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 take part in the Challenge and to be eligible to win and receive a Challenge Grant, each Eligible Charity and Applicant hereby agrees that they have read, agreed to, and will comply with the CrowdRise Terms and Conditions and these Challenge Rules, and further agrees that all decisions by Hour Detroit and CrowdRise are final and binding in all matters related to this Challenge.

#### **4. How To Apply:**

**Step One:** To be considered for participation in the Challenge, applications must be submitted to Hour Detroit online. An overview of the Challenge and the Application can be found here: <https://www.crowdrise.com/GiveDetroitApplication>. Applications are accepted on a rolling basis until October 14, 2016 at 11:59:59 pm ET.

**Step Two:** Hour Detroit shall review each application and deem whether the Charity is approved to participate in the Challenge. Charities will be notified of their acceptance (or denial) by Hour Detroit within ten (10) business days. Acceptance into the Challenge does not constitute or imply Hour Detroit or CrowdRise's endorsement, recommendation or favoring of any Charity participating in this Challenge. Denial does not constitute disfavor of your organization. Due to time constraints, and for no other reason, organizations will not receive a substantive reason explaining Hour Detroit denial or acceptance of any organization that wishes to participate in the Challenge. CrowdRise does not participate in the Application approval process.

**Step Three:** If your Charity is accepted to participate in the Challenge, the Charity must agree that Sponsor and Administrator may: (a) register a new Challenge fundraising page for your Charity on the Website using the information in your application (the "Fundraising Page"); (b) use Charity's logo on the Website.

**5. Challenge Period:** The Challenge starts on September 29, 2016 at 12:00:00pm Eastern Time ("ET") and ends on November 10, 2016 at 1:59:59 pm ET (the "Challenge Period"). CrowdRise's server and computer clock is the official time-keeping device.

**6. How to Participate/Enter the Challenge and Winner Selection:** During the Challenge Period, each Eligible Charity should work to solicit as much in monetary donations as possible during the Challenge Period via eligible donations on the Website (each donation must meet all listed restrictions below to be eligible). Each Eligible Charity shall keep the donations it fundraises. Each Eligible Charity's donations that qualify under these Official Rules and the Donation Restrictions will be counted when determining the Potential Winners of the Grand Prizes. Potential Winners are not declared final and shall not receive a Prize until verified by Sponsor.

Any Charity or Applicant who does not follow all of the restrictions, requirements, provide the required information, or abide by these Official Challenge Rules or other instructions of Sponsor, may be disqualified at Sponsor's sole and absolute discretion. All required information that is late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Challenge Rules may result in a Charity being disqualified from the Challenge at Sponsor's sole and absolute discretion.

All Applicants, Charities, Potential Winners and any Participant in the Challenge including donors and fundraisers or team members may be required to show proof of identity and Applicants may be required to show proof of authority to agree to bind Charity to the Challenge Rules and CrowdRise Terms. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor is

not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid fundraising pages, team pages, donations, refunds or chargebacks on the Challenge Team Page.

**7. Donation Restrictions:** The following restrictions govern donations made through the Challenge and Charities agree that any determination by Sponsor or Administrator 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. Limit of ten thousand dollars (\$10,000) per transaction.
- c. Donations must be made on the Website via the Charity's Fundraising Page using a credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and its third party payment processor during the Challenge Period to count toward the Challenge. Donations made outside of the Challenge, outside the Challenge Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to a Charity's non-Challenge website or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card ("offline donations") are not eligible and will not be counted toward the Challenge.
- d. A Charity or its proxy may not donate any money to its own Team Page that would be counted towards its donations for the Challenge, whether by taking money from its own account(s) to donate to itself or otherwise, no matter the intent. This includes, without limitation, receiving cash or check donations or having an employee, Board Member, the Applicant, or other individual act as a proxy for the Charity.
- e. A charity 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 charity.
- f. No Unique Donor's donation may account for more than 75% of the total raised by any Charity participating in the Challenge. If a Unique Donor accounts for more than 75% of the total raised, every donation made by that Unique Donor to that Charity's team will not count for determination of the winners of the Challenge.

All donations made in connection with the Challenge are governed by these Challenge Rules and CrowdRise Terms. Donors may make eligible donations to a Charity via the Website at any time during the Challenge Period. Donations are counted towards the Challenge after such donation has been successfully processed to completion through CrowdRise and its third party payment processor(s) (and which has not been subject to subsequent chargeback or dispute) and verified by Sponsor in its sole discretion. Donations can take time to process. Donations shall only count toward the Challenge if they are successfully processed before the end of the Challenge Period as determined by Sponsor and/or Administrator in their sole respective discretion.

The five (5) charities that raised the most amount of money via eligible donations through the Website during the Challenge Period will, respectively, be the first 1<sup>st</sup> through 5<sup>th</sup> place winners of the Challenge (subject to verification). Winning a Grand Prize Challenge Grant is dependent upon each Charity's fundraising skills. The Charity team that raises the most amount of money via eligible donations during the Challenge Period will be the 1<sup>st</sup> place winner (subject to verification); the Charity that raises the second most amount of money via eligible donations during the Challenge Period will be the 2<sup>nd</sup> place winner (subject to verification); the Charity that raises the third most amount of money via eligible donations during the Challenge Period will be the 3<sup>rd</sup> place winner (subject to verification); the Charity that raises the fourth most amount of money via eligible donations during the Challenge Period will be

the 4<sup>th</sup> place winner (subject to verification); the Charity that raises the fifth most amount of money via eligible donations during the Challenge Period will be the 5<sup>th</sup> place winner (subject to verification).

**Tie Breakers:** In the event of a tie in the amounts raised by two or more Charities, the winners will be determined as follows: If two or more Charities that raise the top five greatest amounts of money raise the identical amount of money during the Challenge Period, the Charities will equally split the sum of the Challenge Grants they would each win had they ranked in succession. So, for example, if Charities 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 (i.e. splitting \$30,000). So, for example, if two Charities, Charities C and D, tie for 4<sup>th</sup> place, they will split the sum total of the 4<sup>th</sup> and 5<sup>th</sup> place (i.e. splitting \$2,500 and \$1,000. And, for example, if three Charities, Charities E, F and G tied for 5<sup>th</sup> place, they will split only the 5<sup>th</sup> place prize (i.e. splitting \$1,000. In no event will the total amount of Grand Prize Challenge Grants awarded exceed \$38,500.

Each Potential Winner will be notified by email and/or telephone within seven (7) business days after verification by Administrator (or Sponsor, or either of their representatives). Potential Winner will be notified only at the email address/telephone number used to enter the Challenge. Potential Winner's response must be received by Administrator within forty eight (48) hours after notification is sent and if not received, Potential Winner will automatically forfeit his/her opportunity to win the prize and one new Potential Winner may be selected, time permitting.

Sponsor will make three (3) attempts to contact the Potential Winner. Email Administrator at GiveDetroit@CrowdRise.com to change your email address, telephone number or unsubscribe from Challenge communications. If Potential Winner cannot be contacted after three (3) attempts, if Potential Winner fails to return requested documentation within forty eight (48) hours from notification (whether or not Potential Winner actually receives that notification), is declared ineligible by Sponsor, or refuses the prize, then the Potential Winner forfeits the prize in its entirety. If Potential Winner forfeits a prize, Sponsor may, but is not required to, select one new Potential Winner.

Prize Provider's obligation to provide the Challenge Grants is contingent upon all Potential Winners submitting an Affidavit of Eligibility and Liability Release and, where permitted, a Publicity Release, a Form W9 (or other similar forms, as may be required by law). Additional releases and information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded including documents required to verify your account and conduct any other background check as it relates to the Challenge, charity, donors or donations. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Challenge that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be honored. Potential Winner(s) are required to provide Administrator and Sponsor its charity's name, address(es), city and state where incorporated or chartered, telephone number, email address, and any other information requested by Sponsor in its sole discretion and permissible under the law. All Potential Winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Challenge. An entrant is not a winner of any Challenge Grant unless and until the Applicant and Charity's eligibility to participate and win has been verified and the charity has received notice from Sponsor that he/she has been declared an "Official Winner" that has won the Challenge Grant, even if any information on Sponsor's website indicates that an entrant has won.

**8. Additional Challenge Restrictions:** Charities and their Applicants agree that they are solely responsible for ensuring that funds raised are used in accordance with the Charity's charitable mission. Two or more Charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Fundraising Page in order to increase their odds in the Challenge without express written permission of Sponsor. Charities have a "Donate" button and "Join the Team" button on their Team Page. The "Donate" button will turn on when the Challenge begins and turn off at the end of the Challenge Period. Donations must appear on your Challenge Fundraising Page. Administrator cannot transfer donations from another Fundraising Page on the Website to your Challenge Fundraising Page. The "Join the Team" button is active as soon as Charities have a registered page in the Challenge and

charities may invite individuals/entities to join their team to fundraise alongside them for their charity. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express written permission of the Sponsor. Charities found in violation of these Challenge Rules are subject to disqualification at the sole discretion of Sponsor or Administrator.

**9. Grand Prizes (“Challenge Grants”):** As set forth above, Hour Detroit will offer Grand Prize Challenge Grants to the top five (5) Eligible Charities that raised the most eligible monetary donations via their Team Page on the Website during the Challenge Period. The Grand Prize Challenge Grants structure/prizes is as follows:

- One (1) verified 1<sup>st</sup> Place winner will receive one (1) \$20,000. Grant made payable by check. Approximate Retail Value (“ARV”) of first place prize: \$20,000.
- One (1) verified 2<sup>nd</sup> Place winner will receive one (1) \$10,000 Grant, made payable by check. (ARV) of second place prize: \$10,000.
- One (1) verified 3<sup>rd</sup> Place winner will receive one (1) \$5,000 Grant, made payable by check. (ARV) of third place prize: \$5,000.
- One (1) verified 4<sup>th</sup> Place winner will receive one (1) \$2,500 Grant, made payable by check. (ARV) of fourth place prize: \$2,500.
- One (1) verified 5<sup>th</sup> Place winner will receive one (1) \$1,000 Grant, made payable by check. (ARV) of fifth place prize: \$1,000.

ARV of all Grand Prize Challenge Grants: \$ 38,500. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Limit: one (1) prize per Charity. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used.

**10. Challenge Leaderboard; Donation Scroll Box; Tallies:** During the Challenge, Administrator will provide a Challenge Leaderboard on the Challenge Website. The Challenge Leaderboard will track the amount of donations made to the Charity teams via the CrowdRise platform. The Challenge Leaderboard is intended to provide Challenge participants with a general idea of how much money they have raised as compared to other Charities during the Challenge Period. CrowdRise will make reasonable efforts to update and maintain the accuracy of the Challenge Leaderboard as a convenience to Challenge participants. Neither CrowdRise nor Sponsor make any representations, warranties or promises of any kind that the Challenge Leaderboard will: (i) be updated on a real-time basis; (ii) always be accurate; (iii) represent the official standings, results or leaders of the Challenge at any time before, during or after the Challenge Period. The amount of donations listed on the Challenge Leaderboard or on the scrolling list of donations on any particular Charity’s Fundraising Page do not constitute the official donation results and are subject to confirmation by Sponsor and/or Administrator before such donations are included in the final official Challenge Leaderboard results.

CrowdRise also provides a donation scroll box on each Charity Fundraising Page that provides the names of donors (if they agree to publicize their name), the amounts donated and total raised. The Challenge Leaderboard, donation scroll lists, total raised and any similar lists tallying donations are unofficial tallies of the amounts of donations and names for purposes of display only and may not accurately reflect the donations or donor’s actual names 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 CrowdRise based upon information in either the leaderboard or donation scroll boxes; and that the Challenge Leaderboard, the donation scroll, or totals raised represent official results of the Challenge. Challenge participants agree that Sponsor verifies the winners and expressly announces the final results and winners only after verification of the Challenge results at the conclusion of the Challenge.

**11. Pricing:** There are no upfront costs to join the Challenge. For the duration of the Give Detroit Challenge, CrowdRise is offering participating charities to upgrade to the CrowdRise ‘Tre’ pricing plan at no cost. Coupon codes that charities should use to upgrade to the ‘Tre’ plan will be communicated separately. Once a charity signs up for the Tre plan, the per transaction fee will be 5.9% of the gross donation plus credit card fees with the donor presented the option to cover these fees. Full details on the charity pricing plans, including the Tre, can be found here: <https://www.crowdrise.com/charities/choose>.

**12. Intellectual Property, Publicity and Privacy:** Each winning Charity and Applicant consents to CrowdRise’s and Sponsor’s use of the winning Charity’s name, trademarks, trade names, service marks, and logos, as well as the winning Charity’s Applicant’s likenesses, image, biological information, photographs, voices, opinions and/or hometowns, address, and states/cities 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 to the full extent permitted by law (except where prohibited by law). The Applicant may be required to sign a document to this effect. The winning Charity and its authorized representatives 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 winning Charity’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 winning Charity 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 winning Charity’s names, trademarks, trade names, service marks, and logos on Sponsor’s websites.

By entering the Challenge, Applicant consents to the collection, use and disclosure of your personal information by Sponsor and Administrator for the purpose of administering the Challenge. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Challenge; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning and is not required for entry. Information collected from Charities and Applicants is subject to these Official Rules as well as Sponsor’s Privacy Policy located at <http://www.hourdetroit.com/Hour-Detroit/Privacy-Policy/> and CrowdRise’s Privacy Policy, located at <https://www.crowdrise.com/about/privacy>.

**13. General Conditions.** This Challenge (including the Application process) is void where prohibited or restricted by law and subject to all applicable federal, state and local laws, rules and regulations.

Hour Detroit, CrowdRise, and their advertising and promotion agencies, and their respective agents, and any other person or entity responsible for the Challenge (collectively, the “Challenge Parties”) reserve the right to disqualify any Participant if, in the sole discretion of any of them, such Participant’s conduct during the Challenge Period is not in alignment with the Challenge Parties’ values; such Participant has acted fraudulently in any way, prior, during or after the Challenge Period; or if a Charity’s participation in the Challenge could result in public disrepute, contempt, scandal or ridicule for any of the Challenge Parties; or could reflect unfavorably on the Challenge Parties (all as determined by Challenge Parties in their sole discretion) . Any Charity that has engaged in any abusive or fraudulent behavior or disparages or defames Hour Detroit or CrowdRise in any manner will not be accepted into the Challenge, or if accepted, may be disqualified. The Challenge Parties shall have absolute discretion to determine if behavior is fraudulent or abusive. If any Charities’ mission, purpose or intended use of funds raised or won are not legal at the provincial, state and federal levels, they may be ineligible. Additionally, in all such cases, if the Challenge Parties have already accepted a charity into the Challenge, the Challenge Parties reserve the right to disqualify the Charity from participation in the Challenge.

The Challenge Parties reserve the right, in their sole discretion, to prohibit any person or Charity from

participating in the Challenge for any reason, including without limitation: (i) any attempt by any such party to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices; (ii) acting in violation of these Challenge Rules or Crowdrise Terms; or (iii) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or charity. Without limiting the foregoing, the use of automated software or computer programs is prohibited and any individual who uses or attempts to use such methods to participate in any way in the Challenge will be disqualified.

The Challenge Parties reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Challenge should any virus, bug, technical failures, unauthorized human intervention, force majeure, or other causes beyond the Challenge Parties' control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. If the Challenge is terminated before the designated end date, the Challenge Parties 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.

**CAUTION. ANY ATTEMPT BY ANY PARTICIPANT 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, THE CHALLENGE PARTIES RESERVE 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 and are their sole responsibility.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of such provision. The invalidity or unenforceability of any provision of these Challenge Rules shall not affect the validity or enforceability of any other provision. If any provision of the Challenge 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.

**14. General Release and Limitation of Liability.** All Applicants and Charities expressly agree (and agree to confirm in writing) to release and hold harmless the Challenge Parties 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, members, shareholders 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 (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of this Challenge or any item redeemed therewith, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. All Applicants and Charities 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 applications, entries, 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, the application or the Challenge; (iii) any condition caused by events beyond the control of the Challenge Parties that may cause the application process or the Challenge or any results in the Challenge to be changed, disrupted or corrupted; (iv) any printing, processing, payment, banking, credit card, computer, human, typographical or other errors or ambiguities in (or involving) any materials, assessments, or otherwise associated with the application processor the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the application process or the Challenge; (vi) acceptance, possession, or use of the Grand Prize or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the application process or 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 any party's email account to receive email messages or insufficient space on any party's computer, and (iv) any alleged violation by the applicant, charity or Participant 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.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

**15. Governing Law and Disputes:** Except where prohibited, Participants agrees 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.

TO THE FULL EXTENT PERMITTED BY LAW, YOU AND HOUR DETROIT AND CROWDRISE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR HOUR DETROIT OR CROWDRISE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR HOUR DETROIT OR CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND HOUR DETROIT OR CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, HOUR DETROIT AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

**16. Winners List:** To obtain list of winners, send an email to [GiveDetroit@CrowdRise.com](mailto:GiveDetroit@CrowdRise.com) with the following subject line: "Please send the winners list for the Give Detroit Charity Challenge." A request for the winners list must be received by February 10, 2017. The list will be sent to requesting parties after selection and verification of winners. The list of winners also will be posted on the Website after selection and verification of winners.

All right, title and interest in the HOUR DETROIT trademark shall remain with Hour Detroit at all times and no Applicant, Entrant or charity shall have any right to use the HOUR DETROIT trademark or any other trademark or trade name of Hour Detroit by virtue of its participation in the Challenge or for any other reason.

**17. QUESTIONS REGARDING THE CHALLENGE?** Email Lucy at [GiveDetroit@CrowdRise.com](mailto:GiveDetroit@CrowdRise.com).