

OFFICIAL RULES
2016 CINCINNATI GIVES CHALLENGE
Sponsored by Cincinnati Magazine ("Sponsor")

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO ENTER OR WIN THE 2016 CINCINNATI GIVES CHALLENGE ON CROWDRISE.COM (THE "CHALLENGE") AND ANY SUCH PURCHASES, DONATIONS OR PAYMENTS WILL HAVE NO INFLUENCE ON ENTRY INTO THE CHALLENGE AND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **Introduction:** The Cincinnati Gives Challenge (hereinafter the "Cincinnati Gives Challenge" and "Challenge") is a fundraising promotion for eligible United States 501(c)(3) tax-exempt public charities located and doing charitable work in Cincinnati ("Eligible Charities") to fundraise for their cause and compete to win up to a total of \$30,000 in Challenge Grants (the "Challenge Grants") from *Cincinnati Magazine*. The Challenge is only open to eligible charities selected by *Cincinnati Magazine* in its sole discretion and subject to change by *Cincinnati Magazine* 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. *Cincinnati Magazine* is the Sponsor (the "Sponsor") for the Challenge and is located at 441 Vine St # 200, Cincinnati, OH 45202. CrowdRise, Inc. provides the technology platform and is the Administrator (the Administrator") of the Challenge. CrowdRise is located at 130 West 5th Street, Royal Oak, MI 48067.

These Official Challenge Rules (the "Challenge Rules") govern the promotions and operation of the Challenge and apply to Eligible Charities and any Participant in the Challenge, including but not limited to each entrant, Applicant, organization, individual entity, fiscal sponsor, fundraiser, team member, donor, potential winner, winner of the Challenge, and any other users of the CrowdRise platform that are involved in the Challenge in any manner (each a "Participant" and collectively, "Participants"). The Challenge is further governed by the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms ("CrowdRise Terms"). In the event of a conflict between the Challenge Rules and the CrowdRise Terms, these Challenge Rules govern and control only to the extent of such conflict. Eligible Charities and 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 Sponsor and Administrator, which are final and binding in all matters related to this Challenge. By participating in the Challenge, you hereby acknowledge and agree that neither *Cincinnati Magazine* nor CrowdRise are, in any of their capacities/roles related to the Challenge, providing any fundraising, legal, tax advice or any other counseling to any Participant in 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. Certain restrictions apply.

The Challenge starts on November 29, 2016 at 12:00pm Eastern Time (ET) and ends on December 27, 2016 at 1:59:59pm ET (the "Challenge Period"). The Challenge is hosted on the CrowdRise platform, at: <https://www.crowdrise.com/CincinnatiGives> (the "Challenge Website" or the "Website"). Each Charity that participates in the Challenge will have a fundraising page on the Challenge leaderboard ("Challenge Leaderboard"). The top three (3) Eligible Charities that raise the most eligible monetary donations online through their fundraising page ("Fundraising Page") on the Website during the Challenge Period (as specified in these Challenge Rules) are the Potential Winners of the three (3) Grand Prize Challenge Grants. The Grand Prizes are as follows:

1 st Place Grand Prize donation	\$15,000
2 nd Place Grand Prize donation	\$6,000
3 rd Place Grand Prize donation	\$3,000

There are additional promotions throughout the Challenge for Eligible Charities called “Bonus Challenges” for which details can be found on the Website throughout the course of the Challenge and subject to change at the sole discretion of the Sponsor:

<https://www.crowdrise.com/CincinnatiGives>.

2. **Eligibility:** The Challenge is open to the following entities: (a) United States 501(c)(3) tax-exempt public charities located and doing charitable work in Cincinnati; or (b) United States charity organizations that have a fiscal sponsorship agreement with another tax exempt charity (each an “Eligible Charity” or “Charity,” and collectively “Charities”).

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 *Cincinnati Magazine* 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 located and doing charitable work in Cincinnati; or (b) United States charity organizations that have a fiscal sponsorship agreement with another tax exempt charity (each an “Eligible Charity” or “Charity,” and collectively “Charities”). (ii) have a legally registered account on <https://www.crowdrise.com/CincinnatiGives> 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 *Cincinnati Magazine’s* 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, *Cincinnati Magazine* 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 *Cincinnati Magazine* and CrowdRise are final and binding in all matters related to this Challenge.

3. How to Apply and Participate:

Step One: To be considered for participation in the Challenge, applications must be submitted to *Cincinnati Magazine* online. An overview of the Challenge and the Application can be found here: <https://www.crowdrise.com/CincinnatiGives>. Applications are accepted on a rolling basis until December 9, 2016 at 4:59:59 pm ET.

Step Two: *Cincinnati Magazine* 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 *Cincinnati Magazine* within ten (10) business days. Acceptance into the Challenge does not constitute or imply *Cincinnati Magazine*’s 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 *Cincinnati Magazine*’s 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.

Step Four: On each Charity’s fundraising page is a “Donate” button and a “Fundraise for this Campaign” button. The “Donate” button will turn on when the Challenge begins on November 29, 2016 at 12:00:00pm ET and the “Fundraise for this Campaign” button is active as soon as Charities have a registered page in the Challenge at which point the charities may invite team members to join their team to fundraise alongside them for their charity to prepare for the Challenge. Charities should not collect donations through their Charity “Profile Page” on

CrowdRise.com as defined in Section 2 but instead through their CrowdRise Cincinnati Gives Challenge Fundraising Page.

Step Five: 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.

4. **Challenge Period and Donations:** The Challenge begins on November 29, 2016 at 12:00:00 PM ET and ends on December 27, 2016 at 1:59:59 PM ET (the "Challenge Period"). Donors may donate to a Charity's fundraising page via the Website at any time during the Challenge Period. CrowdRise's server and computer clock is the official time-keeping device. 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 verified by Sponsor in its sole discretion (and which has not been subject to subsequent chargeback or dispute). 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 in their sole respective discretion. 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 before such donations are included in the final official Challenge Leaderboard results.

5. **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 donation.
- 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. 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.
- e. Donations must be made on the Website to the Charity's Challenge 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 fundraising page 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. Sponsor is not responsible for "offline donations".

- f. A Charity or its proxy may not donate any money to its own Fundraising 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 donations or having an employee, the Applicant, or other individual act as a proxy for the Charity.

6. **Additional Restrictions:**

- a. 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.
- b. Donations must appear on your Challenge Fundraising Page. Administrator cannot transfer donations from another Fundraising Page on the Website to your Challenge Fundraising Page. Team members raising funds alongside you to help you in the Challenge must appear on your Challenge Fundraising Page.
- c. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express written permission of the Sponsor.
- d. 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.

Charities found in violation of these Challenge Rules are subject to disqualification at the sole discretion of Sponsor.

7. **Leaderboard; Donation Scroll Box; Tallies:** During the Challenge, CrowdRise will provide a Challenge leaderboard on its website's Challenge page here: <https://www.crowdrise.com/CincinnatiGives>. The leaderboard will track the amount of donations made to teams online via the CrowdRise platform during the Challenge Period. The leaderboard is provided to provide Challenge participants with a general idea of how much money they have raised online compared to other participants during the Challenge Period. CrowdRise also provides a donation scroll box on each fundraising page that provides the names of donors (or an anonymous notation) and the amounts donated. CrowdRise will make reasonable efforts to update and maintain the accuracy of the leaderboard and donation scroll box as a convenience to Challenge participants; neither CrowdRise nor Sponsor make any representations, warranties or promises of any kind that the leaderboard or donation scroll boxes on CrowdRise.com or elsewhere will be updated on a real-time basis; will always be accurate; or represent the official standings, results or leaders of the Challenge at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. All Challenge participants expressly acknowledge and agree to these limitations; agree that they have no claim whatsoever against the Sponsor or the Prize Providers based upon information in either the leaderboard or donation scroll boxes; and that neither the leaderboard or the donation scroll represents official results of the Challenge until Sponsor verifies the winners and expressly announces the final results and winners.

8. **Grand Prize Challenge Grants:** Three (3) Challenge Grants are available to the 1st through 3rd place winners of the Challenge. The winners are determined based on the amount of money that the Charity raises through the Website during the Challenge Period. Winning a Challenge Grant is dependent upon each Charity's fundraising skills. The Charity team that raises the most amount of money during the Challenge Period wins the 1st place Challenge Grant, a fifteen

thousand dollar (\$15,000 USD) donation from Sponsor; the Charity that raises the second most amount of money during the Challenge Period wins the 2nd place Challenge Grant, a six thousand (\$6,000 USD) donation from Sponsor; the Charity that raises the third most amount of money during the Challenge Period wins the 3rd place Challenge Grant, a three thousand (\$3,000 USD) donation from Sponsor.

ARV of all Grand Prize Challenge Grants: \$ 24,000. 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) Grand 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.

Potential Winner(s) will be notified by email and/or telephone within seven (7) business days after verification by Sponsor or its representative. You will be notified only at the email address Applicant used to register on CrowdRise.com or email his/her entry. Administrator will make two (2) attempts to contact the Potential Winner. Potential Winners are not declared final and shall not receive a Challenge Grant until verified by Sponsor. Prize Provider's obligation to provide the Challenge Grants during the Challenge is contingent upon all recipients complying with the Grand Prize and Restricted Funding Requirements herein, submitting an affidavit or declaration of eligibility and liability release and, where permitted, a publicity release and a Form W9 (or other similar forms, as may be required by law). Additional paperwork, releases, and additional information, to the extent allowed by law, may also be required before a Challenge Grant can be awarded. Additionally, if Sponsor is unable to contact a Potential Winner, if Potential Winner is ineligible or if Potential Winner declines the Challenge Grant, the Challenge Grant will be potentially awarded to the Charity that raised the next highest amount of money during the Challenge Period, time permitting and in Sponsor's sole and absolute, final discretion.

9. Determination of Winners: The three (3) Eligible Charities that raise the first greatest, second greatest and third greatest amounts of eligible monetary donations online on their Challenge Fundraising Page in the 2016 Cincinnati Gives Challenge on CrowdRise.com during the Challenge Period are the Potential Winners of the Challenge. A Potential Winner must be still eligible to participate and win, be in compliance with the Official Rules, CrowdRise Terms and Conditions and the law, and return all the requested paperwork in the stated timeline. They must adhere to any additional requirements of Sponsor and/or Prizing Provider, to the extent permitted by law. Once these requirements are met, the Potential Winner(s) are declared the Official 1st- 3rd Place winners of the Challenge and will be awarded the grand prize Challenge Grants. In the event of a tie, there may be more than three winners; a tie will be determined as follows:

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 three 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 1st place, they will split the sum of the 1st and 2nd place Challenge Grants (i.e. splitting \$21,000). In no event will the total amount of Grand Prizes awarded exceed \$24,000.

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.

In the event of a dispute as to the identity of any Applicant or Charity that submits an entry, the entry will be deemed submitted by the account holder of the email from which it was sent, and if not a valid email or entrant, then from the account holder on CrowdRise.com, but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by its service provider, or CrowdRise.com upon entry to the Challenge or upon registration on CrowdRise. All Potential Winners may be required to show proof of being the registered account holder and proof of identity and 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 page.

10. Pricing: There are no upfront costs to join the Challenge. For the duration of the Cincinnati Gives 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>.

11. Intellectual Property; Privacy and Publicity: Each winning Charity also consents to CrowdRise's and *Cincinnati Magazine's* use of the winning Charity's name, trademarks, trade names, service marks, and logos, as well as the winning Charity's and Applicant's likenesses, photographs, voices, opinions and/or hometowns 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 to the full extent permitted by law. The Applicant may be required to sign a document to this effect. The winning Charity and its authorized representatives irrevocably grant CrowdRise/Sponsor/Prize Provider(s) 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. To the full extent permitted by law, the name, address (city and state), image and biographical information of Applicant may be used by Sponsor in a published winners list and 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. Information collected from entrants is subject to these Official Rules as well as Sponsor's Privacy Policy located at <https://www.crowdrise.com/about/privacy>.

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

CrowdRise, *Cincinnati Magazine* 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 Application Period or 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. Any Charity that has engaged in any abusive or fraudulent behavior or disparages or defames a Challenge Party 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 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 apply for, enter, or otherwise participate in any way in the Challenge will be disqualified.

Challenge Parties are not responsible for lost, late, past-due or incomplete entries due to technical failures of any kind. Sponsor reserves the right to disqualify any submissions that are inappropriate or otherwise non-compliant with these Official rules. Challenge Parties are not responsible for lost, late, past-due or incomplete donations or due to technical failures of any kind. Challenge Parties are not responsible for "offline donations" made by donor for any reason. 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.

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.

13. General Release and Limitation of Liability: All Applicants and Charities expressly agree 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 application process, the Challenge or (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of this Challenge, 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.

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

TO THE FULL EXTENT PERMITTED BY LAW, YOU AND CROWDRISE AND YOU AND CINCINNATI MAGAZINE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR CROWDRISE OR CINCINNATI MAGAZINE 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 CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

15. Winners List: To obtain list of winners, send an email to CincinnatiGives@CrowdRise.com with the following subject line: "Please send the winners list for the 2016 Cincinnati Gives Challenge." Requests must be submitted after the Challenge has ended and received by March 27, 2017. The list will be sent to requesting parties after selection and verification of winners.

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

16. QUESTIONS REGARDING THE CHALLENGE? Email the Challenge Administrator at CincinnatiGives@CrowdRise.com.

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