

A COMMUNITY THRIVES CHALLENGE OFFICIAL RULES

The A Community Thrives Challenge (hereinafter, the “Challenge”) begins on January 29, 2019 at 11:59 am Eastern Time (ET) and ends on or about June 3, 2019 at 11:59 p.m. ET (the “Challenge Period”). The Challenge is sponsored by Gannett Co., Inc. (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). The Gannett Foundation, a non-profit corporation (the “Grant Provider”) is responsible for providing the grant(s) for the Challenge. Information about the Challenge is available at: www.crowdrise.com/ACommunityThrives and on act.usatoday.com (the “Challenge Website”). CrowdRise’s server and computer clock is the official time-keeping device for the Challenge. Your participation in the Challenge means that you unconditionally agree to these Official Rules and all decisions by Sponsor, CrowdRise and Grant Provider, which are final and binding in all matters related to the Challenge. NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CHALLENGE IS VOID OUTSIDE OF THE UNITED STATES, WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/ OR CROWDRISE TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) and Privacy Policy (www.crowdrise.com/about/privacy) apply to the Challenge and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

1. ELIGIBILITY:

Eligible Participants. The Challenge is only open to legal entities (a) incorporated or organized within the 50 United States, Guam, or the District of Columbia, (b) with valid Employer Identification Numbers (“EINs”) and physical mailing addresses, (c) located in the U.S., Guam, or District of Columbia and support domestic projects only, and (d) that have and will maintain tax-exempt status under sections 501(c)(3) of the Internal Revenue Code throughout the Challenge Period. If you are an individual submitting an entry and agreeing to these Official Rules on behalf of a legal entity, you represent and warrant that (i) you are an authorized representative of such entity and able to legally bind such entity or that you have permission from such entity to submit an entry on its behalf and (ii) have read, and hereby agree to, these Official Rules on behalf of such entity. All entries made in connection with the Challenge are governed by these Official Rules and are subject to verification of eligibility before a grant is awarded. Sponsor and Grant Provider and their respective parents, affiliate companies, subsidiaries, their respective officers, directors, independent contractors, agents, judges, advertising and promotion agencies and anyone involved in the development of the Challenge are not eligible to submit an entry or to receive an award (defined below). Employees, independent contractors, officers, and directors, of CrowdRise 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, are not eligible to participate. Entries that are submitted in connection with the Challenge will only be eligible if the charitable entity's fundraising Campaign (as defined below), and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor's and/or CrowdRise's sole and absolute discretion, or as otherwise stated in Section 5(c) herein. **By participating in the Challenge, you represent and warrant that you are eligible to participate in accordance with these Official Rules.**

Eligible Donations. "Eligible Donations" are those donations that comply with all terms and conditions contained herein. Only Eligible Donations may count toward the total amount raised by each entrant's Campaign. Donations must be made to the entrant's official CrowdRise Campaign page which includes the ACT badge as provided by CrowdRise via email the first day of the Challenge period ("Official CrowdRise Campaign Page"). The minimum Eligible Donation is \$10 per transaction and the maximum Eligible Donation is \$10,000 per transaction. Eligible Donations must be made to entrant's Official CrowdRise Campaign Page using a credit card and must be successfully processed to completion through CrowdRise and its third party payment processor(s) during the Challenge Period to count toward entrant's fundraising Campaign total.

Ineligible Donations. Donations made contrary to the terms of these Official Rules, including, but not limited to, those donations made outside of the Challenge, outside the Fundraising Period, or offline, are "Ineligible Donations" that will not be counted toward entrant's Campaign total. Ineligible Donations include, but are not limited to, donations by cash, money order, credit card payments to an entrant's non-Challenge Campaign or an ineligible Campaign page on CrowdRise.com, and any other donations not successfully processed online via credit card on the entrant's Official CrowdRise Campaign Page. Neither entrant nor a proxy may donate organizational funds to an entrant's fundraising Campaign, whether by taking money from its account(s) to donate to its Campaign or otherwise, no matter the intent. Such contributions are considered Ineligible Donations and will not be counted toward entrant's Campaign. This includes, but is not limited to, receiving cash or check donations out of the recipient funds or having the recipient organization's employee, Board Member, Officer, or other individual make the donation at the direction of the organization. Donations may not be transferred to the Campaign from another campaign on CrowdRise.

Donations can take time to process. All Eligible Donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) before the end of the Challenge Period to count toward entrant's fundraising Campaign. CrowdRise has the right to verify all donations, and any donation that is subject to chargeback or dispute may not count toward an entrant's fundraising Campaign. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular fundraising Campaign, if any is displaying or any similar tally of donation(s) or leaderboard, are unofficial tallies of the amounts of donations to a fundraising Campaign and may not accurately reflect the fundraising Campaign's total donations during the Challenge Period, based on a variety of factors. **Results of the Challenge are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winning entities.**

2. HOW TO ENTER AND BE CONSIDERED FOR A GRANT: All eligible entrants may enter by submitting an application and fundraising for a Campaign, each as set forth herein.

- (a) Application Submission.** Submit an application for a potential campaign (which is based in the U.S., District of Columbia, or Guam) through the Official Challenge Application Website (www.act.usatoday.com) between January 29, 2019 at 11:59 am ET and February 28, 2019 at 11:59 pm ET ("Application Period"). Organizations submitting an application must provide all required information and follow any posted instructions (including on the Challenge Website or

in follow-up emails from CrowdRise or Sponsor) in order to participate in the Challenge. Any incomplete applications, as determined by Sponsor in its sole discretion, or applications submitted by ineligible entrants will be disqualified. The applications require the following information:

Submission Focus: Projects must contribute to and/or focus on community building with a preference for impacting under-served individuals and groups. Community building is defined for this program as activities, projects or events that create or enhance the sense of community amongst individuals or groups in a region (neighborhood, city, or region).

- (b) **Submission Information:** Entrants must complete the Application at www.crowdrise.com/ACommunityThrives with all required information. Entrants must provide name, email address, mailing address, phone number, and contact information for the designated charitable organization. An entry is not complete until you receive email confirmation that all required information has been submitted and your Campaign page is active.
- (c) **Fundraising Campaign.** On or by March 15, 2019 Sponsor will send either (i) confirmation of its receipt of complete applications (“Application Receipt”) or (ii) notice of disqualification due to incomplete applications or ineligibility of the entrant or organization. Each entrant that receives notice of Application Receipt from Sponsor must then log into <https://www.crowdrise.com/> and fundraise (subject to the requirements herein) through a campaign page set up by Sponsor or CrowdRise on the Challenge Website (“Official Fundraising Campaign Page”) starting on March 18, 2019 at 12:00 p.m. EST and ending on April 12, 2019 at 11:59:59 a.m. EST (such period, the “Fundraising Campaign Period”). If any entrant is not a registered member of crowdrise.com, entrant must create a free account. Sponsor will designate each entrant as either a Tier 1 or Tier 2 entrant (for the Incentive Grants) in accordance with the following criteria: (i) number of entrants; and (ii) each entrant’s current operational budget to achieve an equitable split of entrants in each Tier.

All entrants keep the funds they raise regardless of whether they achieve any minimum fundraising amounts. Funds will be distributed by CrowdRise’s agent on a monthly basis.

Limit one (1) Fundraising Campaign Page per entrant. Two (2) or more charities that are distinct and have unique EINs or business numbers, as the case may be, may not share one Campaign page in order to increase their odds in the Challenge.

Those who do not provide the required information in their application, donation or entry form, or abide by these Official Rules or other instructions of Sponsor or CrowdRise may be disqualified at Sponsor’s or CrowdRise’s sole and absolute discretion. All entries and donations that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Challenge at Sponsor’s or CrowdRise’s sole and absolute discretion. If an entrant is disqualified during the Fundraising Campaign Period, funds raised to-date of the disqualification will be sent to the entrant.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such entrant is otherwise eligible. The “account holder” is the applicant or entity assigned an email address or username by the entity responsible for assigning it (*e.g.*, Gmail). Potential grant recipients may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s or CrowdRise’s satisfaction, the entry and/or donation will be deemed ineligible.

3. USE OF CONTENT: By submitting any content to Sponsor or CrowdRise in connection with the

Challenge (“Content”), you represent and warrant that you have the right to grant, and do hereby grant, to each of Sponsor and CrowdRise the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such Content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such Content; and (b) use the Content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the Content and the right to practice. Under no circumstances will Sponsor or CrowdRise be required to treat any Content as confidential. Each of Sponsor and CrowdRise will be entitled to use the Content for any purpose whatsoever without compensation to you or any other person. For the avoidance of doubt, neither Sponsor nor CrowdRise will be liable to you or any other person for any ideas for their business derived from the Content.

4. GRANTS:

Project Grants:

There will be sixteen (16) Project Grants as follows:

- Three - \$100,000
- Seven - \$50,000
- Six - \$25,000

Local Community Operating Grants:

Entrants with community operations in Sponsor’s markets and which meet eligibility requirements will be eligible for consideration for operating grants. Grant amounts will vary and will be determined by the Sponsor based on the below criteria.

Minimum Operating Grant amount is \$2500. The maximum amount of the Operating Grants awarded will be One Million Three Hundred Thousand Dollars (\$1,300,000). The total number of Operating Grants to be awarded is dependent on the number of eligible entrants and results of the judging by the Sponsor.

Incentive Grants:

A total of \$200,000 will be awarded during the Fundraising phase of the Campaign to those organizations that raise the most funds as follows:

The top three (3) fundraisers in each Tier at the close of the Campaign Challenge period will receive an incentive grant of:

- \$25,000 Top Fundraiser (one winner in each Tier)
- \$15,000 Second Highest Fundraiser (one winner in each Tier)
- \$10,000 Third Highest Fundraiser (one winner in each Tier)

Weekly Challenge Grants: There will be four (4) Weekly Challenges during the period of March 18 – April 12, 2019. All qualified entrants shall be eligible to compete for the Weekly Challenge Grants. Official Rules for the Weekly Challenges which shall be available at act.usatoday.com. The Grant requirements and conditions stated in these Official Rules shall apply.

Weekly Challenge #1:

Ten (10) charities (5 in each tier) to raise the most funds (during the time period below) on its Official Fundraising Campaign Page will win \$2000.

Start Date: Mon. 3/18/19 @12:00:00 pm ET

End Date: Mon. 3/25/19 @11:59:59 am ET

Total: \$20,000

Weekly Challenge #2:

Ten (10) charities (5 in each tier) to get the highest number of eligible donations (during the time period below) on its Official Fundraising Campaign Page will win \$3000.

Start Date: Mon. 3/25/19 @12:00:00 pm ET

End Date: Mon. 4/1/19 @11:59:59 am ET

Total: \$30,000

Bonus Challenge #3:

Four (4) charities (2 per tier) that raise the most funds (during the time period below) on its Official Fundraising Campaign Page will win \$5000

Start Date: Mon. 4/1/19 @12:00:00 pm ET

End Date: Mon. 4/8/19 @11:59:59 am ET

Total: \$20,000

Bonus Challenge #4:

Ten (10) charities (5 in each tier) to get the highest number of eligible donations (during the time period below) on its Official Fundraising Campaign Page will win \$3000.

Start Date: Mon. 4/8/19 @12:00:00 pm ET

End Date: Fri. 4/12/19 @11:59:59 am ET

Total: \$30,000

Requirement: Each recipient of a Grant in excess of \$10,000 will be required to enter into a grant agreement with the Grant Provider as a condition to receiving such grant. Project Grants will be awarded in two (2) installments: the first installment will be awarded within thirty (30) days after signing the grant agreement with the Grant Provider, and the second installment will be awarded within thirty (30) days of the recipient's submission of a report to the Grant Provider on or about six (6) months following the execution of the grant agreement, as required by the grant agreement. Local Community Operating Grants will be awarded in full within approximately ninety (90) days after notification.

5. SELECTION OF GRANT RECIPIENTS:

(a) Selection Criteria and Awarding of Grants.

Project Grants & Local Community Operating Grants will be awarded as follows:

Sponsor will evaluate and judge (i) each eligible entrant in Tier 1 that fundraises at least \$3,000 in Eligible Donations through its Campaign during the Fundraising Period Grants and (ii) each eligible entrant in Tier 2 that fundraises at least \$6,000 in Eligible Donations through its Campaign during the Fundraising Period based on the following criteria:

Project Grants Criteria:

- Viability, impact, and sustainability of the project outlined in the entry (40%);
- Community building impact (40%);

- Consistent with spirit of the Grant Provider's grant making philosophies, as defined by its Board of Directors, and its corporate purpose - supporting those who are disadvantaged and most in need; (10%) and
- Inspirational (10%).

Local Community Operating Grants Criteria:

- Community building impact (40%)
- Mission addresses a critical community need (20%)
- Impact and sustainability of organization's programs (20%)
- Consistent with spirit of the Grant Provider's grant making philosophies, as defined by its Board of Directors, and its corporate purpose - supporting those who are disadvantaged and most in need; (20%)

In the event of a tie, the tied entrants will be re-judged based on the same criteria (stated above) and the entrant with the highest score will be deemed the recipient of the grant. The grant shall be used towards executing the Campaign project outlined in the entrant's submission. The award of grants among the Categories and Tiers may not be equally allocated.

Incentive Grants: The six (6) Incentive Grants will be awarded as follows:

- Each of the three (3) eligible entrants in Tier 1 with the Campaigns that generate the most Eligible Donations for their organization during the Challenge Period will be deemed the potential recipient of a Tier 1 Incentive Grant (so long as each has raised a minimum of \$3,000 in Eligible Donations during the Challenge Period).
- Each of the three (3) eligible entrants in Tier 2 with the Campaigns that generate the most Eligible Donations for their organization during the Challenge Period will be deemed the potential recipient of a Tier 2 Incentive Grant (so long as each has raised a minimum of \$6,000 in Eligible Donations during the Challenge Period).
- In the event of a tie, the entrant with the highest aggregate amount in all Eligible Donations will be deemed the recipient of the grant.
- Odds of receiving an Incentive Grant depend on the number of eligible entries received and funds raised.

NOTE: No Grants shall be awarded if an employee of (i) Sponsor, (ii) a subsidiary or affiliate of Sponsor; or (iii) the Grant Provider is an officer, director, or founder of the recipient organization. No Grants shall be awarded to an organization if Sponsor and/or Grant Provider determines that financially supporting the organization would negatively impact the good will, image or purpose of Sponsor, Grant Provider or ACT.

- (b) Notification.** Sponsor will send notifications to the point of contact on the Challenge entry form for the potential grant recipients, on or around June 3 2019, via e-mail. In the event any potential grant recipient does not accept the grant within two (2) business days of notification, any grant recipient is ineligible, or the grant or grant notification is not deliverable, an alternate grant recipient will be selected. Neither Sponsor nor CrowdRise are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the potential grant recipient(s) or grant utility, quality, damages of any kind during shipping or anytime thereafter. Potential grant recipients may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the grant within seven (7) days. Except where prohibited, participation in the Challenge constitutes each the entity's consent to Sponsor's and CrowdRise's and their respective agents' use of the entity'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 (unless prohibited by law), and by participating in the Challenge, each entrant and/or entity further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a grant can be awarded.

(c) **Restricted Funding and Grant Requirements:** Each entrant agrees that all donations it raises and receives as result of the Fundraising Campaign online through the Challenge shall be used by the organization for general operating expenses of the entity and that any Incentive Grant, Local Community Operating Grants, and Weekly Challenge Grants must be used towards general operating expenses of the entity. The Project Grants must be used solely for the project outlined in the entrant's submission (i.e., "Project Description and expected outcomes").

(d) **Other Conditions.** All entrants, Campaigns and donations are subject to verification of eligibility before a grant can be awarded. Grants will be given to the 501(c)(3) entity identified in the entrant's submission, not to the applicant or entrant. The grant is non-transferable by the entity and no substitution of grants is offered, except at the sole discretion of Sponsor. All grant details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a grant, the entity may be required to provide proof of eligibility. All grant(s) are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The grants will be sent to physical mailing address (no P.O. Boxes) in the fifty (50) United States, the District of Columbia, or Guam of the entity except in Sponsor's sole and absolute discretion. Neither Sponsor nor CrowdRise are responsible for any late, lost, misdirected or other issues related to delivery. **Project Grants will be awarded in two (2) installments: the first installment will be awarded within thirty (30) days after signing the grant agreement with the Grant Provider, and the second installment will be awarded within thirty (30) days of the recipient's submission of a report to the Grant Provider on or about six (6) months following the execution of the grant agreement, as required by the grant agreement.** Incentive Grants, Local Community Operating Grants, and Weekly Challenge Grants will be sent by check within ninety (90) days after the recipients are selected and the exact date is to be determined by Sponsor. In the event that Sponsor is unable to provide the recipient with his/her grant(s) or any portion thereof, Sponsor may elect, to provide such recipient with an alternate grant of comparable value. Grant recipients are advised that the grant may be taxable, and grant recipients will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the grants they receive, regardless of whether it, in whole or in part, are used. EVERY ENTRANT AND ENTITY AGREES THAT INFORMATION PROVIDED BY SPONSOR OR CROWDRISE IS NOT ADVICE, INCLUDING BUT NOT LIMITED TO, TAX ADVICE OR LEGAL ADVICE, AND EVERY PARTICIPANT IS ADVISED TO CONSULT A PROFESSIONAL, INCLUDING A TAX PROFESSIONAL.

6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: CrowdRise and/or Sponsor reserve the right to modify, suspend, cancel, or discontinue any Challenge at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions CrowdRise or Sponsor deem necessary, in its sole discretion, to protect its users, business partners, or business or the public or if any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's or CrowdRise's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. In the event of such cancellation, termination or suspension, CrowdRise will use reasonable efforts to post a notification and, if grant recipients can be selected among all eligible, non-suspect entries received prior to such time, the recipients will be selected. Sponsor and CrowdRise, and their respective parents, affiliates,

subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, “Released Parties”) are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible 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. The use of automated software or computer programs to register or to enter the Challenge is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Challenge. Sponsor and/or CrowdRise reserve the right to disqualify any entrant (and his/her Challenge entry) from the Challenge, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if such entrant tampers with the entry process or if such entrant's fraud or misconduct affects the integrity of the Challenge or if such entrant engages in any inappropriate or unacceptable behavior in connection with the Challenge. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Challenge, each entrant releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Challenge or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Challenge Period). By accepting the grant, the winning entities agree to release and hold harmless Released Parties from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of grant or participation in any grant-related activity. All Challenge participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Challenge and accept the grant. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Challenge and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or

heretofore have existed between yourself and the Released Parties related to the Challenge. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Challenge, your participation in the Challenge, the grant, acceptance, possession, use or misuse of the grant, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Challenge, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).**

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing CrowdRise’s support team at felix@crowdrise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice should be sent to GoFundMe, Inc., Attn: General Counsel, 855 Jefferson Avenue, PO Box 1329, Redwood City, CA 94063 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures including the AAA’s Commercial Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement.

If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) Conflict: In the event of any conflict between any term or condition in this Section 7 and any term or condition in the CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>), then the applicable term or condition in this Section 7 shall control.

8. ENTRANT’S PERSONAL INFORMATION: By entering the Challenge, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Challenge and grant fulfillment. You may also have the opportunity to sign up to receive promotional emails from Sponsor, CrowdRise and other 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. By entering, you agree to share all entry information with Sponsor and Grant Provider, including but not limited to name, city, state, project description, videos, and images 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 (unless prohibited by law), and by participating in the Challenge, you further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use. To the full extent permitted by law, the name, address (city

and state), image and biographical information of entrant and winning entities may be used by Sponsor, CrowdRise and Grant Provider for promotional purposes and a published winner's list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise's Privacy Policy: <https://www.crowdrise.com/about/privacy>.

9. WINNERS LIST: To obtain a list of the winning entities, send an email to act@usatodaynetwork.com with the following subject line: "Please send the winners list for the A Community Thrives Challenge". Requests must be submitted within ninety (90) days after the end of the Challenge Period. The list will be sent to requesting parties after selection and verification of winner(s).

10. SPONSOR:

Gannett Co., Inc.,
7950 Jones Branch Drive
McLean, VA 22107

with a copy to **CROWDRISE:**

855 Jefferson Ave
PO Box 1329
Redwood City, CA 94063

11. NOTICE: Sponsor and/or CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Challenge in violation of these Official Rules and/or criminal and/or civil law.

12. COPYRIGHT: © 2019 GoFundMe, Inc. All rights reserved. GoFundMe, CrowdRise and any associated logos are trademarks of GoFundMe, Inc. Gannett Co, Inc. and A Community Thrives and any associated logos are trademarks of Gannett Co., Inc. Any other trademarks in these Official Rules are used for grant identification purposes ONLY and are the properties of their respective owners.

13. QUESTIONS REGARDING THE CHALLENGE? For questions or issues with the CrowdRise platform, please contact Felix@CrowdRise.com. For questions related to the A Community Thrives program structure and grant giving, please contact act@usatodaynetwork.com.