

**BONUS CHALLENGE RULES**  
**AMERICAN HEROES CHARITY CHALLENGE**  
Sponsored by the Craig Newmark Philanthropic Fund

**NO PURCHASE IS REQUIRED TO ENTER OR WIN THE 2017 “AMERICAN HEROES CHARITY CHALLENGE” ON CROWDRISE.COM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. NOT OPEN TO THE GENERAL PUBLIC.**

**1. INTRODUCTION:** The “American Heroes Charity Challenge” (hereinafter, the “American Heroes Charity Challenge” or “Challenge”) is a fundraising promotion sponsored by the Craig Newmark Philanthropic Fund for eligible organizations benefitting America’s heroes such as veterans, military families police and firefighters that are approved by the Craig Newmark Philanthropic Fund by May 30, 2017 to fundraise money for their organization and compete to win prizes from the Craig Newmark Philanthropic Fund including cash prizes (“Challenge Grants”). The Challenge is only open to eligible charities selected by the Craig Newmark Philanthropic Fund in its sole discretion and subject to change by the Craig Newmark Philanthropic Fund 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. The Challenge and Challenge Grants are for charities and not available to individuals such as donors, fundraisers, team members or applicants registering for the Challenge on behalf of charities.

During the course of the Challenge, there will be weekly promotions called “Bonus Challenges,” each with its own start date, end date, method of entry, odds, winners, and prizes as outlined in Section 4 below. The Bonus Challenges are hosted on the CrowdRise platform, at:  
<http://americanheroescharitychallenge.crowdrisetoolkit.com/bonus-challenges.html> (the “Website”).

These Bonus Challenge Rules govern the operation of the Bonus Challenges and apply to anyone who participates in the Challenge (“Participant”), including each Applicant (as defined below), Eligible Charity, organization, fiscal sponsor, fundraiser, team member, donor, entrant, potential winner, winner of a Bonus Challenge, and any other users (entities and individuals) of the CrowdRise platform that are involved in the Bonus Challenges in any manner (each a “Participant” and collectively, “Participants” and/or “you”). All Participants must comply with all facets of these Rules, the Challenge Rules (available at <https://cdncustom.crowdrise.com/promo/AmericanHeroesCharityChallenge2017-OfficialChallengeRules.pdf>) and the CrowdRise Terms. You hereby unconditionally agree to these Rules, the Challenge Rules, and the CrowdRise Terms, and to abide by any and all decisions by Sponsor and CrowdRise, which are final and binding in all matters related to these Bonus Challenges. All donations made in connection with these Bonus Challenges are governed by these Rules, the Challenge Rules, and the CrowdRise Terms. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.

**2. SPONSOR, PRIZE PROVIDER, AND ADMINISTRATOR:** The Craig Newmark Philanthropic Fund, located at 121 Steuart Street, San Francisco, CA 94105, is the Sponsor (“Sponsor”) and Prize Provider (“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 the Craig Newmark Philanthropic Fund – either on their own or in any of their other capacities/roles related to the 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 Bonus Challenges by an Applicant and the charity’s and Applicant’s required eligibility are as follows:

*Eligible Charities:*

This Challenge is only open to the entities approved by the Craig Newmark Philanthropic Fund to participate based on the following eligibility qualifications: (i) be an organization benefitting America’s heroes such as veterans, military families, police and firefighters); (ii) be a (a) United States 501(c)(3) tax-exempt public charity *or* (b) United States charity organization that has a fiscal sponsorship

agreement with another tax exempt charity; (iii) have a legally registered account on CrowdRise.com the “Website”); (iv) be able to receive donation(s) via the Website without any customization of the Website or donation process; and (v) 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 respective 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 the Craig Newmark Philanthropic Fund’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 the organization. CrowdRise does not participate in the selection process. If your Charity is selected to participate in the Challenge, the Charity will: (a) register a new Challenge fundraising page for your Charity on the Website (the “Fundraising Page”) on the Challenge 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 that appears on the Challenge Website, 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) authorized to bind that Charity to the Challenge Rules and the CrowdRise Terms; (iii) in agreement with 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) a resident 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, Sponsor or their respective parents, affiliate companies, subsidiaries, agents, judges, advertising or promotion agencies or 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 Bonus Challenges and to be eligible to win and receive a Bonus Challenge Grant, each Eligible Charity and Applicant hereby agrees that they have read, agreed to, and will comply with the CrowdRise Terms and Conditions, these Rules, the Challenge Rules, and further agrees that all decisions by Sponsor and CrowdRise are final and binding in all matters related to the Bonus Challenges.

**4. PROMOTION PERIOD AND DONATIONS:** The Entry Period for each Bonus Challenge is specified in the schedule below. CrowdRise’s server and computer clock is the official time-keeping device. If an Eligible Charity enters the Bonus Challenge via the free method described in the in Section 5, such entries must be received by CrowdRise before the end of the Entry Period. If an Eligible Charity enters by

fundraising as described in Section 5 below, donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Entry Period in order to count for the Bonus Challenge. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute is not eligible. **Donations can take time to process.** Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular fundraising page, if any is displaying or any similar tally of donation(s), are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of each Bonus Challenge are not official until CrowdRise or a duly authorized representative expressly announces the final results and verifies the winner(s).

**Bonus Challenge Schedule**

<b>BONUS CHALLENGE NUMBER</b>	<b>ENTRY PERIOD: STARTS</b>	<b>ENTRY PERIOD: ENDS</b>	<b>HOW TO ENTER</b>	<b>BONUS CHALLENGE GRANT</b>	<b>NUMBER OF WINNERS</b>
Bonus Challenge One	May 23, 2017 12:00:00pm ET	May 30, 2017 1:59:59pm ET	The three (3) Eligible Charities to fundraise the most money in Eligible Donations during the Bonus Challenge Entry Period will each win \$1,000. The winners are determined based on each Eligible Charity's fundraising skills.  Three charities will win.	\$1,000 each	Three (3) winners
Bonus Challenge Two	May 30, 2017 2:00:00pm ET	June 6, 2017 1:59:59pm ET	Every eligible charity that has five active fundraisers online will be entered into a random drawing for a chance to win \$2,000. You may also enter for free. Limit: one (1) entry per charity. There will be one winner.  And the one (1) eligible charity that has the greatest number of active fundraisers will win \$1,000. Limit: one (1) entry per charity. There will be one winner.	\$2,000 \$1,000	Two (2) winners

Bonus Challenge Three	June 6, 2017 2:00:00pm ET	June 13, 2017 1:59:59pm ET	The two Eligible Charities that raise the most money in Eligible Donations during the Bonus Challenge Entry Period will play Rock Paper Scissors (explained below). The charity that wins Rock Paper Scissors wins \$2,000 and the charity that loses Rock Paper Scissors wins \$1,000.	\$2,000 \$1,000	Two (2) winners
Bonus Challenge Four	June 13, 2017 2:00:00pm ET	June 20, 2017 1:59:59pm ET	Every Eligible Charity to fundraise at least \$500 in Eligible Donations during the Bonus Challenge Entry Period will be entered into a random drawing to win \$1,500. No purchase necessary (see Section 5 for free entry details).  Two charities will win.	\$1,500 each	Two (2) winners
Bonus Challenge Five	June 20, 2017 2:00:00pm ET	June 27, 2017 1:59:59pm ET	The four (4) Eligible Charities to fundraise the most money in Eligible Donations during the Bonus Challenge Entry Period will each win \$1,000. The winners are determined based on each Eligible Charity's fundraising skills.  Four charities will win.	\$1,000 each	Four (4) winners

Bonus Challenge Six	June 27, 2017 2:00:00pm ET	July 6, 2017 1:59:59pm ET	Every Eligible Charity to fundraise at least \$1,000 in Eligible Donations during the Bonus Challenge Entry Period will be entered into a random drawing to win \$1,000. No purchase necessary (see Section 5 for free entry details).  Four charities will win.	\$1,000 each	Four (4) winners
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**5. HOW TO ENTER AND WIN BONUS CHALLENGES:**

**BONUS CHALLENGE ONE:**

The three (3) Eligible Charities that fundraise the most dollars in Eligible Donations to their charity’s fundraising pages during the Bonus Challenge Entry Period, May 23, 2017 at 12:00pm ET to May 30, 2017 at 1:59:59pm ET, will each win a Bonus Challenge Grant of one thousand dollars (\$1,000). Each Eligible Charity shall keep the donations it raises, whether or not it wins a Bonus Challenge Grant. At the end of the Bonus Challenge Entry Period, Sponsor will determine the winners. Winners are not declared final and shall not receive a Bonus Challenge Grant until verified by Sponsor at the end of the Bonus Challenge. Winning a Bonus Challenge Grant is dependent upon each Eligible Charity’s fundraising skills.

Tie Breaker: In the event of a tie in the amounts raised by two or more Eligible Charities, the charity with the most number of donations will win. In the event of a tie as to the amount raised and the number of donations, the charities will split the Bonus Challenge Grant with each tied charity receiving half of the Bonus Challenge Grant.

Restrictions apply, see sections 6 and 7 below.

**BONUS CHALLENGE TWO:**

During the Entry Period, May 30, 2017 at 2:00pm ET to June 6, 2017 at 1:59:59pm ET, each Eligible Charity can enter one (1) time by either of the following methods to be entered into a random drawing for a chance to win two thousand dollars (\$2,000). There will be one (1) winner.

**Method One: get at least five team members to join your team and fundraise at least \$10 each (i.e. an “Active Fundraiser”)**

Get at least five (5) team members to join your charity’s team page and each must fundraiser at least ten dollars (\$10) in eligible monetary donations on the Website to their individual fundraising page that is connected to your charity’s Fundraising Page. Each donation must meet all listed restrictions below in Section 5 to be eligible.

**OR**

**Method Two: Enter for free**

Go to: <https://www.crowdrise.com/Challenge-FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. The name of the Promotion is “American Heroes Charity Challenge– Bonus Challenge Two”. Your form must be submitted and received during the Entry Period and must be complete and accurate, or your entry is automatically

void.

Restrictions Apply (in Section 5 below).

**AND**

During the Entry Period, May 30, 2017 at 2:00pm ET to June 6, 2017 at 1:59:59pm ET, each Eligible Charity should work to solicit as many Active Fundraisers as possible on the Website to its Fundraising Page and the one (1) charities to have the most Active Fundraisers on its charity's fundraising page throughout the Entry Period will win a Challenge Grant of one thousand dollars (\$1,000). Each Eligible Charity shall keep the donations it raises, whether or not it wins a Challenge Grant. Potential Winners are not declared final and shall not receive a Prize until verified by Sponsors. Winning a Challenge Grant is dependent upon each Charity's fundraising skills.

**BONUS CHALLENGE THREE:**

The two (2) Eligible Charities that fundraise the most dollars in Eligible Donations to their charity's fundraising pages during the Bonus Challenge Entry Period, June 6, 2017 at 2:00pm ET to June 13, 2017 at 1:59:59pm ET, will each win a Bonus Challenge Grant. The Bonus Challenge Grants are in the amounts of two thousand dollars (\$2,000) and one thousand dollars (\$1,000). The two winning charities will play a Rock, Paper, Scissors Match over email, hosted by CrowdRise, and the winner of the Rock, Paper, Scissors Match will be awarded the larger Bonus Challenge Grant (\$2,000) and the loser will be awarded the smaller Bonus Challenge Grant (\$1,000). Charities will receive instructions to play the Match within one (1) day after the winners have been determined. The instructions with a request for a throw (Rock, Paper, or Scissors) will be sent to each Eligible Charity's Applicant only at the email address used to register for the Challenge on CrowdRise.com and each Applicant response must be received by Administrator within two (2) business days or the charity will lose the Match automatically, receiving the smaller of the two Bonus Challenge Grants. Each Eligible Charity shall keep the donations it raises, whether or not it wins a Bonus Challenge Grant.

Winners are not declared final and shall not receive a Bonus Challenge Grant until verified by Sponsor at the end of the Bonus Challenge. Winning a Bonus Challenge Grant is dependent upon each Eligible Charity's fundraising skills.

Tie Breaker: In the event of a tie in the amounts raised by two or more Eligible Charities, the charity with the most number of donations will win. In the event each have the same number of donations, the charity with the greatest number of Unique Donors will win. 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. If a tie still exists, there will be no Rock, Paper, Scissors Match and instead, the charities that tied will split the Bonus Challenge Grant(s) equally. For example, if two charities are tied for first place based on the number of donations and number of Unique Donors, they will split the sum of the two Bonus Challenge Grants equally. And, for example, if two charities tie for second place, the first place winner will receive the larger Bonus Challenge Grant and the two charities that tie for second place will split the second place Bonus Challenge Grant equally.

Restrictions apply, see Sections 6 and 7 below.

**BONUS CHALLENGE FOUR:**

During the Bonus Challenge Entry Period, June 13, 2017 at 2:00pm ET to June 20, 2017 at 1:59:59pm ET each Eligible Charity can enter one (1) time by either of the following methods to be entered into a random drawing for a chance to win one thousand five hundred dollars (\$1,500). There will be two (2) winners.

**Method One: Fundraise at least \$500**

Fundraise at least five hundred dollars (\$500) in Eligible Donations on the Website to the Eligible Charity's Fundraising Page.

**OR**

**Method Two: Enter for free**

Go to: <https://www.crowdrise.com/Challenge-FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. The form must be submitted and received during the Bonus Challenge Entry Period and must be complete and accurate, including the name of the Challenge and Bonus Challenge (“*American Heroes Charity Challenge, Bonus Challenge Four*”) or the entry is automatically void.

Each Eligible Charity shall keep the donations it raises, whether or not it wins a Bonus Challenge Grant. At the end of the Bonus Challenge Entry Period, Sponsor will determine the winner by selecting the winner from all eligible entries in a random drawing. The winner is not declared final and shall not receive a Bonus Challenge Grant until verified by Sponsor at the end of the Bonus Challenge.

Restrictions apply, see Sections 6 and 7 below.

**BONUS CHALLENGE FIVE:**

The four (4) Eligible Charities that fundraise the most dollars in Eligible Donations to their charity’s fundraising pages during the Bonus Challenge Entry Period, June 20, 2017 at 2:00pm ET to June 27, 2017 at 1:59:59pm ET, will each win a Bonus Challenge Grant of one thousand dollars (\$1,000). Each Eligible Charity shall keep the donations it raises, whether or not it wins a Bonus Challenge Grant. At the end of the Bonus Challenge Entry Period, Sponsor will determine the winners. Winners are not declared final and shall not receive a Bonus Challenge Grant until verified by Sponsor at the end of the Bonus Challenge. Winning a Bonus Challenge Grant is dependent upon each Eligible Charity’s fundraising skills.

Tie Breaker: In the event of a tie in the amounts raised by two or more Eligible Charities, the charity with the most number of donations will win. In the event of a tie as to the amount raised and the number of donations, the charities will split the Bonus Challenge Grant with each tied charity receiving half of the Bonus Challenge Grant.

Restrictions apply, see sections 6 and 7 below.

**BONUS CHALLENGE SIX:**

During the Bonus Challenge Entry Period, June 27, 2017 at 2:00pm ET to July 6, 2017 at 1:59:59pm ET each Eligible Charity can enter one (1) time by either of the following methods to be entered into a random drawing for a chance to win one thousand dollars (\$1,000). There will be four (4) winners.

**Method One: Fundraise at least \$1,000**

Fundraise at least five hundred dollars (\$1,000) in Eligible Donations on the Website to the Eligible Charity’s Fundraising Page.

**OR**

**Method Two: Enter for free**

Go to: <https://www.crowdrise.com/Challenge-FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form. The form must be submitted and received during the Bonus Challenge Entry Period and must be complete and accurate, including the name of the Challenge and Bonus Challenge (“*American Heroes Charity Challenge, Bonus Challenge Six*”) or the entry is automatically void.

Each Eligible Charity shall keep the donations it raises, whether or not it wins a Bonus Challenge Grant. At the end of the Bonus Challenge Entry Period, Sponsor will determine the winner by selecting the winner from all eligible entries in a random drawing. The winner is not declared final and shall not receive a Bonus Challenge Grant until verified by Sponsor at the end of the Bonus Challenge.

Restrictions apply, see Sections 6 and 7 below.

**Should there be no winner of a Bonus Challenge, the applicable Bonus Challenge Grant shall not be awarded.**

**6. ELIGIBLE DONATIONS:** Only donations meeting the following restrictions will be considered “Eligible Donations”:

- a. The donation is at least ten dollars (\$10).
- b. The donation is not more than ten thousand dollars (\$10,000).
- 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 Bonus Challenge Period and verified by Sponsor to count toward the Bonus Challenges. Donations made outside of the Bonus Challenges, outside the Bonus 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 are not eligible and will not be counted toward the Bonus Challenges.
- d. A Charity or its proxy may not donate any money to its own Fundraising Page that would be counted towards its donations for the Bonus Challenges, 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. Donations shall only count as Eligible Donations if they are successfully processed before the end of the Bonus Challenge Period as determined by Sponsor and/or Administrator in their sole respective discretion. Please note that donations can take time to process.

The amount of an Eligible Donation is calculated for the purposes of subsections 7(a) and 7(b) above before the deduction of any applicable administrative and processing fees in accordance Section 12 of the Challenge Rules. All donations made in connection with the Bonus Challenges are governed by these Bonus Challenge Rules, the Challenge Rules, and CrowdRise Terms. All Applicants, Eligible Charities, winners, and any Participant in the Bonus 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 an Eligible Charity to the Bonus Challenge Rules, the Challenge Rules, and CrowdRise Terms. If a dispute cannot be resolved to the Sponsor’s and Administrator’s satisfaction, the entry will be deemed ineligible. Sponsor and Administrator are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid fundraising pages, team pages, donations, refunds or chargebacks.

**7. GENERAL RESTRICTIONS:**

**There is a limit of one (1) entry and one (1) Bonus Challenge Grant permitted per Eligible Charity in each Bonus Challenge, regardless of method of entry, during each Bonus Challenge Entry Period.**

Eligible Charities and entries are subject to verification of eligibility before a prize can be awarded. Receipt and any confirmation email you receive are not confirmation of entry.

Charitable tax receipts will not be issued to donors/entrants. Donations made by Participants may not be tax-deductible and the Bonus Challenge Grants may be taxable. It is the individual Participant’s sole responsibility to determine the tax-consequences of their donations. Every Participant agrees that information



provided by Sponsor 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.

Those who do not provide the required information in their donation or entry form, or abide by these Bonus Challenge Rules or other instructions of Sponsor or CrowdRise may be disqualified at Sponsor's or CrowdRise's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Bonus Challenge Rules may be disqualified from the Bonus Challenges at Sponsor's or CrowdRise's sole and absolute discretion.

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 person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's and CrowdRise's satisfaction, the entry will be deemed ineligible.

Your participation in the Bonus Challenges is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise.

Any Charity or Applicant who does not follow all of the restrictions, requirements, provide the required information, or abide by these Bonus Challenge Rules and the Challenge Rules or other instructions of Sponsor's, 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 these Bonus Challenge Rules and the Challenge Rules may result in a Charity being disqualified from the Bonus Challenges at Sponsor's sole and absolute discretion.

All Applicants, Charities, winners and any Participant in the Bonus Challenges 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 these Rules, the Challenge Rules, and CrowdRise Terms. If a dispute cannot be resolved to the Sponsor's and Administrator's satisfaction, the entry will be deemed ineligible. Sponsor and Administrator are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid fundraising pages, team pages, donations, refunds or chargebacks on the Fundraising Pages.

## **8. BONUS CHALLENGE GRANTS (PRIZES):**

**Bonus Challenge One:** As set forth above, the Craig Newmark Philanthropic Fund will award Bonus Challenge Grants to the top three (3) Eligible Charities that raise the most money in Eligible Donations during the Bonus Challenge Entry Period. The Bonus Challenge Grants are each one thousand dollars (\$1,000) made payable by check. Total Approximate Retail Value ("ARV"): \$3,000 for the Bonus Challenge Grants.

**Bonus Challenge Two:** As set forth above, the Craig Newmark Philanthropic Fund will offer Challenge Grants to two (2) Eligible Charities. The Challenge Grants are two thousand dollars (\$2,000) and one thousand dollars (\$1,000) made payable by check. Total Approximate Retail Value ("ARV"): \$3,000 for the cash Challenge Grants.

**Bonus Challenge Three:** As set forth above, the Craig Newmark Philanthropic Fund will award two Bonus Challenge Grants to the top two (2) Eligible Charities that raise the most money in Eligible Donations during the Bonus Challenge Entry Period. The Challenge Grants are two thousand dollars (\$2,000) and one thousand dollars (\$1,000) made payable by check. Total Approximate Retail Value ("ARV"): \$3,000 for the cash Challenge Grants.

**Bonus Challenge Four:** As set forth above, the Craig Newmark Philanthropic Fund will award a Bonus Challenge Grant to two (2) Eligible Charities that are selected in a random drawing amongst all Eligible Charities to have raised at least five hundred dollars (\$500) in Eligible Donations or submitted a free entry form during the Bonus Challenge Entry Period. The Bonus Challenge Grant is one thousand five hundred

dollars (\$1,500) made payable by check. Total Approximate Retail Value (“ARV”): \$3,000 for the Bonus Challenge Grant.

**Bonus Challenge Five:** As set forth above, the Craig Newmark Philanthropic Fund will award Bonus Challenge Grants to the top four (4) Eligible Charities that raise the most money in Eligible Donations during the Bonus Challenge Entry Period. The Bonus Challenge Grants are each one thousand dollars (\$1,000) made payable by check. Total Approximate Retail Value (“ARV”): \$4,000 for the Bonus Challenge Grants.

**Bonus Challenge Six:** As set forth above, the Craig Newmark Philanthropic Fund will award a Bonus Challenge Grant to four (4) Eligible Charities that are selected in a random drawing amongst all Eligible Charities to have raised at least one thousand dollars (\$1,000) in Eligible Donations or submitted a free entry form during the Bonus Challenge Entry Period. The Bonus Challenge Grants are each one thousand dollars (\$1,000) made payable by check. Total Approximate Retail Value (“ARV”): \$4,000 for the Bonus Challenge Grant.

The Approximate Retail Value (“ARV”) of all Bonus Challenge Grants: twenty thousand dollars (\$20,000). Bonus Challenge Grants are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Prize Provider. If a Bonus Challenge Grant, or any portion thereof, cannot be awarded for any reason, Prize Provider reserves the right to substitute the Bonus Challenge Grant with another prize of equal or greater value. Bonus Challenge 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.

**9. SELECTION OF WINNERS AND ODDS OF WINNING:** For Bonus Challenge One, Bonus Challenge Two Part Two, Bonus Challenge Three and Bonus Challenge Five, the winners are determined based on the amount of money that the Eligible Charity raises in Eligible Donations during the Bonus Challenge Entry Period or their active fundraisers. Winning a Bonus Challenge Grant is dependent upon each Eligible Charity’s fundraising skills. For Bonus Challenge Four, Bonus Challenge Two Part One, and Bonus Challenge Six, the winners will be selected in a random drawing from among all eligible entries received by CrowdRise. Each winner is a potential winner until verified as eligible to participate and win at the end of the Bonus Challenge by the Administrator and Sponsor per these Rules and the Challenge Rules. The winner determinations will take place on the last day of the Bonus Challenge.

Any attempts to exceed the limit of number of entries into the Bonus Challenges by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may be required to show proof of his/her authority to enter on behalf of the charity.

Odds of winning depend upon the total number of eligible entries submitted and the total number of eligible entries overall that are received for the Promotion. The total number of possible entrants are displayed on the Website. On the Website, there is also a tab labeled “Bonus Challenges & Prizes” and within that tab, there is a “Bonus Challenge Leaderboard” that displays odds on a daily basis. The Bonus Challenge Leaderboard is intended to provide Bonus Challenge Participants with a general idea of the odds on a daily (not real-time) basis during each Bonus Challenge Entry Period. CrowdRise will make reasonable efforts to update and maintain the accuracy each day as a convenience to Bonus Challenge Participants. Neither Administrator nor Sponsor make any representations, warranties or promises of any kind that the Bonus 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 Bonus Challenge at any time before, during or after the Bonus Challenge Period. CrowdRise will also post a list of winners in this Tab. The winners listed here are the potential winners and must be verified by Administrator and Sponsor at the end of the Bonus Challenge as eligible to participate and win, in compliance with these Rules and the Challenge Rules and must complete required paperwork (see Section 10) before they are declared “Official Winners.” Therefore, the information listed in the Bonus Challenge & Prizes Tab on the Website does not constitute the official donation results and all winner information is subject to confirmation by Sponsor and/or Administrator before Bonus Challenge Grants are awarded to the winners.

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 Bonus Challenge Leaderboard, donation scroll lists, total raised and any similar lists or tallies of donations such as receipts or reports 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 Bonus 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 Bonus Challenge Challenge Leaderboard, the Challenge Leaderboard, the donation scroll, or totals raised represent official results of the Bonus Challenges. Bonus Challenge participants agree that Sponsor verifies the winners and expressly announces the final results and winners only after verification of the Bonus Challenge results at the conclusion of the Bonus Challenge.

**10. VERIFICATION OF WINNERS AND DELIVERY OF BONUS CHALLENGE GRANTS:** Each Eligible Charity qualifying for a Bonus Challenge Grant will be notified by email and/or telephone within seven (7) business days after verification by Administrator (or Sponsor, or either of their representatives). Such Eligible Charity will be notified only at the email address/telephone number used to enter the Bonus Challenge. The Eligible Charity'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 its opportunity to win the Bonus Challenge Grant and one new winner may be selected, time-permitting. Administrator or its representative will make two (2) attempts to contact the Eligible Charities qualifying for Bonus Challenge Grants. If an Eligible Charity qualifying for a Bonus Challenge Grant (i) cannot be contacted after two (2) attempts, (ii) fails to return requested documentation within forty-eight (48) hours from notification (whether or not the Eligible Charity actually receives that notification), (iii) is declared ineligible by Sponsor, or (iv) refuses the Bonus Challenge Grant, then the Eligible Charity forfeits the Bonus Challenge Grant in its entirety. If an Eligible Charity forfeits a Bonus Challenge Grant, Sponsor may, but is not required to, select one new Bonus Challenge winner. The obligation to provide each Bonus Challenge Grant is contingent upon the respective Eligible Charities submitting an Affidavit 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). Administrator and 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 Administrator's computer or other systems have failed will be deemed defective and will not be honored. Each Bonus Challenge winner shall be required to provide Administrator and Sponsor with the Challenge Winner's name, address, 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 Bonus Challenge winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Bonus Challenges. An entrant is not a winner of any Bonus 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 in writing that the charity has been declared a "Bonus Challenge Winner" that has won a Bonus Challenge Grant, even if any information on Sponsor's or Administrator's website indicates that a charity has won. Charities agree that Sponsor's determinations regarding verification and eligibility shall be final and binding. The Bonus Challenge Grants and any other prizes will be delivered to the winners within seventy-five (75) days after the receipt of forms. Taxes and fees, if any, are the sole responsibility of winner.

**11. INTELLECTUAL PROPERTY, PUBLICITY AND PRIVACY:** Each Bonus Challenge winner 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 likeness, image, biological information, photographs, voices, opinions and/or hometowns, address, and states/cities for advertising, promotional, and other purposes in any manner related to or in connection with the Challenge, 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 for a Bonus Challenge winner may be required to sign a document to this effect. Each Bonus Challenge winner and its authorized representatives irrevocably grant Administrator 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 Bonus Challenge winner also agrees to participate in and cooperate with any promotional

activity and/or publicity relating to the Challenge as Sponsor and Administrator 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 Bonus Challenge, Applicant consents to the collection, use and disclosure of Applicant's personal information by Sponsor and Administrator for the purpose of administering the Bonus Challenges. Applicant may also have the opportunity to sign up to receive promotional emails from parties associated with the Bonus Challenges; Applicant's choice to consent to such emails or to opt out of such emails in future does not impact the Applicant's Eligible Charity's chances of winning and is not required for entry. Information collected from charities and Applicants is subject to the onus Challenge Rules as well as Administrator's Privacy Policy, located at <https://www.crowdrise.com/about/privacy>.

**12. GENERAL CONDITIONS.** The Bonus Challenges (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. Sponsor, CrowdRise and their advertising and promotion agencies, and their respective agents, and any other person or entity responsible for the Bonus Challenges (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 Bonus Challenge Entry Periods is not in alignment with the Challenge Parties' values; such Participant has acted fraudulently in any way, prior, during or after the Bonus Challenge Entry Period; or if a charity's participation in the Bonus Challenges 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 the Challenge Parties in any manner will not be accepted into the Bonus Challenges, or if accepted, may be disqualified. The Challenge Parties shall have absolute discretion to determine if behavior is fraudulent or abusive. If any charity's 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 Bonus Challenges, the Challenge Parties reserve the right to disqualify the charity from participation in the Bonus Challenges. The Challenge Parties reserve the right, in their sole discretion, to prohibit any person or charity from participating in the Bonus Challenges for any reason, including without limitation: (i) any attempt by any such party to undermine the legitimate operation of the Bonus Challenges by cheating, hacking, deception, or any other unfair practices; (ii) acting in violation of these 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 Bonus Challenges will be disqualified. The Challenge Parties reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Bonus Challenges 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 Bonus Challenge. If the Bonus Challenge is terminated before the designated end date, the Challenge Parties will (if possible) select the Bonus Challenge winners 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 and/or Administrator'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 Rules shall not affect the validity or enforceability of any other provision. If any provision of the Bonus 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.** These Bonus Challenges are open only to Eligible Charities in the United States and void where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. 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 Bonus Challenges or (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of the Bonus Challenges 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 Bonus Challenges; (iii) any condition caused by events beyond the control of the Challenge Parties that may cause the application process or the Bonus Challenges or any results in the Bonus Challenges 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 Bonus Challenges; (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 Bonus Challenges; (vi) acceptance, possession, or use of the Bonus Challenge Grant or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the application process or the Bonus Challenges; (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:** Except where prohibited, Participants agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Bonus Challenges or any Bonus Challenge Grant or other prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate United States District Court for the California or the appropriate California State Court located in San Mateo County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Bonus Challenges, 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 Rules, or the rights and obligations of the entrant and Challenge Parties, in connection with the Bonus Challenges, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

TO THE FULL EXTENT PERMITTED BY LAW, YOU AND THE SPONSOR AND YOU 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 THE SPONSOR, CROWDRISE OR GOFUNDME 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 THE SPONSOR,

CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND THE SPONSOR OR CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, THE SPONSOR, CROWDRISE AND GOFUNDME, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

**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 Sponsor and Administrator related to the Contest. 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. These Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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.

**15. PARTICIPANT’S PERSONAL INFORMATION:** By entering the Bonus Challenges, each Participant consents to the collection, use and disclosure of the Participant’s personal information for the purpose of administering the Bonus Challenges and prize fulfillment. Participant may also have the opportunity to sign up to receive promotional emails from parties associated with the Bonus Challenges; Participant’s choice to consent to such emails or to opt out of such emails in future does not impact Participant’s chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winners may be used by Sponsor and Administrator for promotional purposes and in connection with publishing a list of Bonus Challenge Winners. You may be required to sign a document to this effect. By entering the Bonus Challenges, Participants are subject to these Rules, the Challenge Rules, the CrowdRise Terms as well as CrowdRise’s Privacy Policy: <https://www.crowdrise.com/about/privacy>.

**16. BONUS CHALLENGE WINNERS LIST:** To obtain list of the Bonus Challenge Winners, send an email to [AmericanHeroes@CrowdRise.com](mailto:AmericanHeroes@CrowdRise.com) with the following subject line: “Please send the Bonus Challenge Winners list for the American Heroes Charity Challenge.” A request for the winners list must be received by October 6, 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 Sponsor’s trademarks shall remain with the Sponsor at all times and no Participant shall have any right to use the Sponsor’s trademarks or any other trademark or trade name of Sponsor by virtue of its participation in the Bonus Challenges or for any other reason.

**17. QUESTIONS REGARDING THE BONUS CHALLENGES?** All inquiries regarding the Bonus Challenges should be directed to CrowdRise, and not to the Craig Newmark Philanthropic Fund. Email [AmericanHeroes@CrowdRise.com](mailto:AmericanHeroes@CrowdRise.com).

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