

OFFICIAL RULES
"FLASH IMPACT CHALLENGE"
Sponsored by CrowdRise, Inc.

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO APPLY FOR, ENTER OR WIN THE "FLASH IMPACT CHALLENGE" LOCATED ON CROWDRISE.COM. VOID WHERE PROHIBITED.

APPLICATIONS TO JOIN THE CHALLENGE MUST BE SUBMITTED BY JUNE 28, 2016 AT 11:59:59PM EASTERN TIME TO BE CONSIDERED ELIGIBLE AND AT LEAST TEN (10) ELIGIBLE CHARITIES MUST JOIN THE CHALLENGE FOR THE CHALLENGE TO OCCUR. IF TEN (10) ELIGIBLE CHARITIES DO NOT JOIN THE CHALLENGE BY JUNE 28, 2016 AT 11:59:59PM EASTERN TIME, SPONSOR, IN ITS SOLE DISCRETION, MAY CANCEL THE CHALLENGE.

TO BE ELIGIBLE TO WIN THE GRAND PRIZE, WINNER MUST RAISE AT LEAST \$5,000. ADDITIONAL RESTRICTIONS APPLY.

1. **Introduction:** The 2016 "Flash Impact Challenge" (hereinafter, the "Challenge") is a fundraising promotion sponsored by CrowdRise ("Sponsor") for eligible charitable organizations to raise money for their cause and compete to win one (1) Grand Prize, a \$10,000 donation to their charity. CrowdRise, Inc. ("CrowdRise"), located at 130 West 5th Street, Royal Oak, MI 48067, provides the Prizes to the charities, provides the technology platform is the Sponsor of the Challenge (referred to as "Prize Provider," "Sponsor," and "Administrator" throughout and acting in each capacity throughout the Challenge). You hereby acknowledge and agree that CrowdRise – either on its own or in any other capacity/role related to the Challenge - is not providing any fundraising advice or legal advice or any other counseling to any Participants in this Challenge.

The Challenge is open to the following entities approved by Sponsor to participate, and which qualify as i) United States 501(c)(3) tax-exempt public charities, or ii) organizations that have a fiscal sponsorship agreement with another tax exempt organization ("Eligible Charity" or "Charity," and collectively, "Charities"). Additional eligibility restrictions apply, as further described below.

The Challenge starts on July 12, 2016 at 12:00pm ET and ends on July 19, 2016 at 11:59:59am ET (the "Challenge Period"). The Challenge is hosted on the CrowdRise Platform at: <https://www.crowdrise.com/FlashImpactChallenge> (the "Challenge Website" or the "Website"). The Challenge is further governed by the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms ("CrowdRise Terms"). In the event of a conflict between these Official Challenge Rules (the "Challenge Rules") and the CrowdRise Terms, these Challenge Rules govern and control only to the extent of such conflict. Each Charity that participates in the Challenge will have a fundraising page on the Challenge leaderboard ("Challenge Leaderboard"). The Charity that raises the most eligible monetary donations online through their fundraising page ("Fundraising Page") on the Website during the Challenge Period (as specified in these Challenge Rules) is the potential winner of the one (1) Grand Prize Challenge Grant of \$10,000 USD ("Grand Prize" or "Challenge Grant"). All references to dollars in these Challenge Rules are in United States currency. The Challenge Grant is for an Eligible Charity, not donors and other individuals such as fundraisers, team members or applicants.

These Challenge Rules govern the operation of the Challenge and apply to any Participant in the Challenge, including each applicant, Charity, organization, fiscal sponsor, fundraiser, team member, donor, entrant, potential winner, winner of the Challenge, and any other users (entities and individuals) of the CrowdRise platform that are involved in the Challenge in any manner

(each a “Participant” and collectively, “Participants” and/or “you”). All Participants must comply with all facets of the Challenge Rules and the CrowdRise Terms. You hereby unconditionally agree to these Challenge Rules and the CrowdRise Terms, and to abide by any and all decisions by CrowdRise, whose decisions are final and binding in all matters related to this Challenge. All donations made in connection with the Challenge are governed by these Challenge Rules and the CrowdRise Terms. All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.

2. Additional Eligibility Requirements: The representative signing on behalf of the Charity (the “Applicant”) hereby represents and warrants that they are a representative of the Charity; has authority to bind that Charity to the Challenge Rules and the CrowdRise Terms; and hereby agrees to the Challenge Rules and CrowdRise Terms on behalf of their respective Charity. Charities may also be referred to as “Charity teams”, “teams” and “organizations”. 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. All Applicants must be at least age 18 or the age of majority in your jurisdiction, whichever is greater, at the time of entry, and reside in the United States. Applicant may not be an employee of CrowdRise or its respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone 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.

To participate in the Challenge, each Charity must: (a) have a legally registered account on the Website; (b) be able to receive donation(s) via the Website without any customization of the Website or donation process; and (c) be in current and ongoing good standing under all applicable federal, state and local laws, rules and regulations throughout the Challenge Period, including without limitation laws and regulations applicable to Charity’s fundraising activities. A charitable organization that does not meet the above requirements on its own may be eligible to participate if it has a verifiable contractual relationship with a fiscal sponsor.

The following organizations are not permitted to participate in this Challenge: (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 reserves the right, in its sole and absolute discretion, to exclude any Charity, organization, fundraising team, fundraiser or Participant they determine is inappropriate for any reason, with or without cause, at any time. All donations made in connection with the Challenge are governed by these Challenge Rules and CrowdRise Terms.

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

3. How to Apply:

Step One: To be considered for participation in the Challenge, applicant must submit an application to the Flash Impact Challenge by registering a fundraising page in the Challenge here: <https://www.crowdrise.com/fundraise-and-volunteer/signup/create/FlashImpactChallenge/>. You must submit your application by June 28, 2016 at 11:59:59pm ET.

****You must have raised at least ten dollars (\$10) on CrowdRise.com prior to the Challenge start date to participate in this Challenge.**

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

Step Three: If your Charity is approved to participate in the Challenge, the Charity must agree to these Official Rules and the CrowdRise Terms and Conditions and agree that Sponsor may send you information about the Challenge including easy instructions for your Charity to register a new Challenge fundraising page on the Website ("Fundraising Page").

Step Four: There must be at least ten (10) Charities registered for the Challenge on June 28, 2016 at 11:59:59pm ET for the Challenge to commence. If there are less than ten (10) Charities registered, Sponsor, in its sole discretion, may cancel the Challenge.

4. Donation Restrictions: The following restrictions govern the Challenge and charities and all participants agree that any determination by Sponsor as to whether a donation complies with these restrictions and requirements shall be final and binding.

- a. The minimum donation is ten dollars (\$10).
- b. Limit of ten thousand dollars (\$10,000) per donation.
- c. No "Unique Donor's" online donations may account for more than 75% of the total raised by a Charity participating in the Challenge. If a Unique Donor accounts for more than 75% of the total raised, every donation made by that Unique Donor to that Charity's team will not count for determination of the winner of the Grand Prize in the Challenge. A Unique Donor is defined as any donor that has billing information (first name, last name, address) and email address distinct from any other donor who makes a donation to the same Charity.
- d. Donations must be made on the Website (also referred to as "online") to the Challenge via credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and a third party payment processor during the Challenge Period to count toward the Challenge (Grand Prize contest and any other promotions, if any). Donations made outside of the Challenge, outside the Challenge Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to a Charity's non-Challenge website or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card ("offline donations") are not eligible and will not be counted toward the Challenge.
- e. A charity may not donate to itself, either directly or through a proxy. The intention of this rule is to prohibit a charity from taking money from its own account(s) and donating to advance its standing in the Challenge and win a Grand Prize or any other prize(s), therefore getting a return on its investment.

- f. A Charity must receive an online donation(s) from more than fifteen (15) Unique Donors during the Challenge Period to be eligible to win a Grand Prize.
- g. A Charity must raise at least five thousand dollars (\$5,000) online during the Challenge Period to be eligible to win the Grand Prize.

5. Additional Restrictions: Charities and their Applicants agree that they are solely responsible for ensuring that funds raised are used in accordance with the Charity's charitable mission. Two or more Charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Fundraising Page in order to increase their odds in the Challenge without express written permission of Sponsor. Charities have a "Donate" button and "Join the Team" button on their Fundraising Page. The "Donate" button will turn on when the Challenge begins and turn off at the end of the Challenge Period. Donations must appear on your Challenge Fundraising Page to count toward the Challenge. Sponsor cannot transfer donations from another Fundraising Page on the Website to your Challenge Fundraising Page. The "Join the Team" button is active as soon as Charities have a registered page in the Challenge and charities may invite individuals/entities to join their team to fundraise alongside them for their charity. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express written permission of the Sponsor. Charities found in violation of these Challenge Rules are subject to disqualification at the sole discretion of Sponsor.

6. Challenge Period and Donations: The Challenge begins on July 12, 2016 at 12:00pm ET and ends on July 19, 2016 at 11:59:59am ET ("Challenge Period"). Donors may donate to a Charity via the Website at any time during the Challenge Period. CrowdRise's server and computer clock is the official time-keeping device. Donations are counted towards the Challenge after such donation has been successfully processed to completion through CrowdRise and its third party payment processor(s) and verified by Sponsor in its sole discretion (and which has not been subject to subsequent chargeback or dispute). Donations can take time to process. Donations shall only count toward the Challenge if they are successfully processed before the end of the Challenge Period as determined by Sponsor and/or Administrator in their sole respective discretion. The amount of donations listed on the Challenge Leaderboard or on the scrolling list of donations on any particular Charity's Fundraising Page do not constitute the official donation results and are subject to confirmation by Sponsor before such donations are included in the final official Challenge Leaderboard results.

7. Challenge Leaderboard; Donation Scroll Box; Tallies: During the Challenge, CrowdRise will provide a Challenge Leaderboard on the Challenge Website. The Challenge Leaderboard will track the amount of donations made to the Charity teams via the CrowdRise platform. The Challenge Leaderboard is intended to provide Challenge participants with a general idea of how much money they have raised as compared to other Charities during the Challenge Period. CrowdRise will make reasonable efforts to update and maintain the accuracy of the Challenge Leaderboard as a convenience to Challenge participants. Neither CrowdRise nor Sponsor make any representations, warranties or promises of any kind that the Challenge Leaderboard will: (i) be updated on a real-time basis; (ii) always be accurate; (iii) represent the official standings, results or leaders of the Challenge at any time before, during or after the Challenge Period. CrowdRise also provides a donation scroll box on each Charity Fundraising Page that provides the names of donors (if they agree to publicize their name), the amounts donated and total raised. The Challenge Leaderboard, donation scroll lists, total raised and any similar lists tallying donations are unofficial tallies of the amounts of donations and names for purposes of display only and may not accurately reflect the donations or donor's actual names based on a variety of factors. All Challenge participants expressly acknowledge and agree to these limitations; agree that they have no claim whatsoever against the Sponsor or CrowdRise based upon information in either the leaderboard or donation scroll boxes; and that the Challenge Leaderboard, the

donation scroll, or the totals raised represent official results of the Challenge. Challenge participants agree that Sponsor verifies the winners and expressly announces the final results and winners only after verification of the Challenge results at the conclusion of the Challenge.

8. Grand Prize Challenge Grant: One (1) Grand Prize is available to the 1st place winner of the Challenge. The winners are determined based on the amount of money that the Charity raises through the Website during the Challenge Period. Winning a Challenge Grant is dependent upon each Charity's fundraising skills. The Charity team that raises the most amount of money during the Challenge Period wins 1st place in the Challenge and receives a ten thousand (\$10,000) Grand Prize from Prize Provider.

The potential winner will be notified by CrowdRise via email at the email address provided to CrowdRise by the Charity during the Challenge registration process. Email addresses can be updated by notifying CrowdRise at FlashImpact@crowdrise.com. Potential winner is not declared final and shall not receive a donation until expressly verified by Sponsor. Additionally, Sponsor's obligation to provide a Grand Prize is contingent upon all recipients complying with the Challenge Rules and Requirements herein, submitting an affidavit of eligibility and liability release and, where permitted, a publicity release and a Form W9. Additional paperwork, releases, and other information, to the extent allowed by law, may also be required before a Grand Prize can be awarded. Additionally, if Sponsor is unable to contact a potential winner within thirty (30) days of notification to the charity, if potential winner is ineligible or if potential winner declines the Grand Prize from CrowdRise, the Grand Prize may be potentially awarded to the Charity that raised the next highest amount of money during the Challenge period. Charities agree that Sponsor's determinations regarding verification and eligibility shall be final and binding.

9. Determination of Winner: The one (1) Charity that raises the greatest amount of money through the methods described in these Challenge Rules during the Challenge Period and is in compliance with the Challenge Rules, and is verified and declared winner by Sponsor, will receive the Grand Prize described in paragraph 7 and subject to the restrictions in Section 7. This is considered the 1st place winner of the Challenge, based on the total eligible donation amount raised.

In the event of a tie, the 1st place Grand Prize will be equally split among winners; for avoidance of doubt, under no circumstances shall the total amount of awarded Grand Prizes exceed \$10,000. Charities agree that all decisions regarding tiebreakers, including adjustments to the Prize Requirements as needed within Section 7 and decisions not expressly stated herein are within the sole discretion of Sponsor and its decisions shall be final and binding.

The amount raised by a Charity is equal to the gross amount of bona fide donations generated for that Charity team online in connection with the Challenge during the Challenge Period. All amounts and donations are subject to verification by Sponsor, who has absolute and sole discretion to determine whether a donation qualifies under the Challenge Rules.

Those who do not follow all of the restrictions, requirements, provide the required information, or abide by these Official Challenge Rules or other instructions of Sponsor, may be disqualified at Sponsor's sole and absolute discretion. All required information that is late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Challenge Rules may be disqualified from the Challenge at Sponsor's sole and absolute discretion. In the event of a dispute as to the identity of any Charity that submits an application, or if not a valid email or entrant, the Applicant and Charity may be deemed ineligible, in the sole and absolute, final discretion of the Sponsor. The "account holder" is the person assigned an email address or username by Sponsor or CrowdRise.com upon submission of the application to participate in the Challenge or upon registration or application to the Challenge. Winning

Applicants may be required to show proof of being the registered account holder and proof of identity and authority to agree to bind Charity to the Challenge Rules. If a dispute cannot be resolved to the Sponsor's satisfaction, the Applicant and Charity will be deemed ineligible. Sponsor is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid fundraising pages, team pages, donations, refunds or chargebacks on the Challenge page.

10. Pricing: There are no upfront costs to apply for, enter the Challenge and win. It is free to register a fundraising page in the Challenge. CrowdRise will place the 2016 Flash Impact Challenge page on "Tre Pricing" at no cost. Tre Pricing is normally fifty dollars (\$50) per month per charity but charities will receive the Tre Pricing for free through their Challenge fundraiser. Tre Pricing has a per transaction fee of 5.9% + credit card fees of 2.9%+\$0.30 and Donors have the option to cover those fees at checkout. Through this Tre Pricing, CrowdRise guarantees that the effective pricing absorbed by a charity shall be no more than three percent (3%) including credit card fees on donations under one thousand dollars (\$1,000) to a Charity's 2016 Flash Impact Challenge fundraiser on <https://www.crowdrise.com/FlashImpactChallenge> during the Challenge Period ("2016 Flash Impact Challenge Qualifying Donations"). In such an event where not enough donors choose to cover the transaction fees which results in an effective rate to a charity of more than 3% on 2016 Flash Impact Challenge Qualifying Donations, CrowdRise will issue a check to the charity for the difference of their actual effective rate 2016 Flash Impact Challenge Qualifying Donations and 3% of 2016 Flash Impact Challenge Qualifying Donations ("Guarantee Payment"). Charities will receive a communication from CrowdRise of their effective rate and their Guarantee Payment, if applicable, at the end of the Challenge. If a Guarantee Payment is owed, Charities must, within twenty (20) days of receipt, provide a current mailing address. CrowdRise will issue Guarantee Payments after the close of the then-current calendar quarter.

In order for a Charity to be eligible to receive the Guarantee Payment: (i) the Charity's donors must be presented the option to cover the transaction fee; and (ii) charities must not instruct their donors to opt out of covering the transaction fee. CrowdRise in its sole discretion will determine eligibility for the Guarantee Payment. The Guarantee expires after the Challenge Period. Email Us at FlashImpact@crowdrise.com for questions. You may be contacted with available options to continue your Guaranteed Pricing. For general information about Fees on CrowdRise.com, see the Terms and Conditions here: <https://www.crowdrise.com/about/terms>.

11. Intellectual Property Rights: Each Charity and the Charity being awarded a Grand Prize or any other prize irrevocably grant Sponsor and its parents, subsidiaries, partners and agents a worldwide, royalty-free and fully-paid, irrevocable, non-exclusive, perpetual right and license throughout the world, right to use, reuse, post online, copy, publish, republish, broadcast or re-broadcast, publicly display, in whole or in part, edit, modify, rearrange, or otherwise exploit any i) materials and information based on winning and non-winning Charity's participation in the Challenge, and ii) Charity's names, logos, trademarks, service marks, and trade names - including for any lawful purpose whatsoever in any medium (whether now or hereafter known) without further permission, consideration, or payment of any kind.

12. Privacy and Publicity: By entering the Challenge and by agreeing to these Challenge Rules, you (and each Charity) hereby consent to the collection, use and disclosure of your personal information – including any information regarding your Charity - by Sponsor and its authorized agents for the purpose of administering the Challenge, and for any other general purposes related to the Challenge, as determined by Sponsor in its sole discretion. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Challenge; please be aware that we have no affiliation with these other parties, and cannot control and are not responsible for the information collection, use, and disclosure practices of such parties - we encourage you to review and understand their privacy practices and policies, if

any, before providing any personally identifying information to them. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning a Grand Prize or any other prize.

To the full extent permitted by law, the name, address (city and state), image and biographical information of winners may be used by Sponsor in a published winners list and for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission. You may be required to sign an additional document to this effect. Please note that all information collected from Entrants is subject to these Official Rules as well as Sponsor's Privacy Policy located at <https://www.crowdrise.com/about/privacy>. If any conflict arises between these Challenge Rules and CrowdRise's privacy policies, these Challenge Rules shall take precedent.

The winning Charity also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Challenge as Sponsor and its agents shall reasonably request from time to time.

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

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

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

The Challenge Parties reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Challenge should any virus, bug, technical failures, unauthorized human intervention, force majeure, or other causes beyond the Challenge Parties' control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. If the Challenge is terminated before the designated end date, the Challenge Parties will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination.

CAUTION. ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE THE PLATFORM OR ANY WEBSITE RELATED TO THE CHALLENGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CHALLENGE PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply and are their sole responsibility.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of such provision. The invalidity or unenforceability of any provision of these Challenge Rules shall not affect the validity or enforceability of any other provision. If any provision of the Challenge Rules is determined to be invalid or otherwise unenforceable, then the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. General Release and Limitation of Liability. All Applicants and Charities expressly agree to release and hold harmless the Challenge Parties and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees, members, shareholders and agents (collectively, the "Released Parties") from any and all liability for any claim, cause of action, loss, harm, damages, costs or expenses, including without limitation property damages, personal injury or death arising out of participation in the application process, the Challenge or (if applicable) receipt, acceptance, possession, use or misuse of any prize awarded as part of this Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. All Applicants and Charities acknowledge and agree that the Released Parties are not responsible or liable in any way for: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable applications, entries, donations or other communications; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation any damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the application or the Challenge; (iii) any condition caused by events beyond the control of the Challenge Parties that may cause the application process or the Challenge or any results in the Challenge to be changed, disrupted or corrupted; (iv) any printing, processing, payment, banking, credit card, computer, human, typographical or other errors or ambiguities in (or involving) any materials, assessments, or otherwise associated with the application processor the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the application process or the Challenge; (vi) acceptance, possession, or use of the Grand Prize or any other prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the application process or the Challenge; (viii) for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any party's email account to receive email messages or insufficient space on any party's computer, and (iv) any alleged violation by the applicant, charity or Participant of any law, regulation, or right held by a third party. Released Parties reserve the right to correct clerical or typographical errors in promotional materials.

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

POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

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

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 OR CROWDRISE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

16. Winners List: To obtain list of winners, send an email to FlashImpact@crowdrise.com with the following subject line: "Please send the winners list for the Flash Impact Challenge." Requests must be submitted after the Challenge has ended. A request for the winners list must be received by August 19, 2016. The list will be sent to requesting parties after selection and verification of winners. 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.

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

18. QUESTIONS REGARDING THE CHALLENGE? Email: FlashImpact@crowdrise.com.