

**NEWMAN'S OWN FOUNDATION \$500,000 HOLIDAY CHALLENGE 2017
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

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

1. INTRODUCTION: The Newman's Own Foundation \$500,000 Holiday Challenge (hereinafter, the "Challenge") begins on November 21, 2017 at 12:00pm ET (noon, not midnight) (the "Challenge Start Date") and ends on January 3, 2018 at 1:59:59pm ET (the "Challenge End Date"), such period referred to herein as the "Challenge Period". The Challenge is sponsored by Newman's Own Foundation ("Sponsor") and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise ("CrowdRise"). By participating in the Challenge, each Entrant (defined in Section 2) accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and CrowdRise and warrants that such entrant is eligible to participate in the Challenge. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and CrowdRise. CrowdRise's computer is the official clock for the Challenge.

2. HOW TO ENTER AND WIN:

- (a) Eligible not-for-profit organizations per Rule 3 below ("Entrants") may sign up to participate in the Challenge between September 1, 2017 at 12:00pm ET and December 5, 2017 at 5:00pm ET.
- (b) Go here: <http://fundraising.crowdrise.com/newmansownholidaychallengeapplication> (the "Application") to sign up to participate in the Challenge.
- (c) Only Entrants that are approved by Sponsor will be able to enter the Challenge and move on to the fundraising phase of the Challenge on the Website here: <https://www.crowdrise.com/NewmansOwnHolidayChallenge> (the "Website") by creating (or having created for them) a fundraising campaign (a "Campaign") on the Site to raise eligible donations (per Rule 3 below) for its charitable purpose (the "Purpose"). See additional details in Rule 3 on which types of Entrants are eligible and Sponsor's approval criteria for participating organizations.
- (d) The top ten Entrants to raise the most eligible monetary donations during the Challenge Period win.

Limit one (1) entry per Entrant. Participation in the Challenge is voluntary and does not require Entrants to purchase anything from the Sponsor or CrowdRise. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) and Privacy Policy (www.crowdrise.com/about/privacy) apply. In the event of a conflict between these Official Rules and either the CrowdRise Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

3. ELIGIBILITY:

Entrant Eligibility

The Challenge is open to legal entities that are charitable organizations incorporated or organized within the 50 United States or the District of Columbia that meet the following requirements: (i) be classified as exempt

under Section 501(c)(3) and publicly supported under Section 509(a)(1) or (2); (ii) operate on a nondiscriminatory basis with respect to religion, gender, race, ethnicity, political beliefs, or disabilities; (iii) not support or carry out commercial, lobbying or political activities; (iv) not use litigation as a significant tool to accomplish its mission; (v) not support specific religious activities or beliefs; and (vi) not support terrorist organizations or be on anti-terrorist watch lists. All decisions regarding eligibility to receive a grant are subject to the sole and exclusive determination of the Sponsor and Rockefeller Philanthropy Advisors. Two (2) or more charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Campaign page in order to increase their odds in the Challenge. If you are an individual agreeing to these Official Rules on behalf of a legal entity (“Representative”), you represent and warrant that (i) you are an authorized representative of such entity able to legally bind such entity and (ii) have read, and hereby agree to, these Official Rules on behalf of such entity. All entries made in connection with the Challenge are governed by these Official Rules and are subject to verification of eligibility before a prize is awarded. Sponsor and CrowdRise and their respective parents, affiliate companies, subsidiaries, agents, employees, independent contractors, officers, directors, 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, are not eligible. All federal, state and local rules and regulations apply. VOID WHERE PROHIBITED BY LAW. Entries that are submitted in connection with the Challenge will only be eligible if (i) the entrant’s Campaign, and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor’s and/or CrowdRise’s discretion, and (ii) the funds from the Campaign are being used, and will continue to be used, solely for the Purpose. The entrant is solely responsible for ensuring that donations raised are used in accordance with the charity’s charitable mission.

Donation Eligibility

The minimum donation is \$10 and the maximum donation is \$10,000 per transaction. Donations must be made on the Website via the Campaign page using a credit card through CrowdRise and its third party payment processor during the Challenge Period to count toward the Challenge. Donations made outside of the Challenge, outside the Challenge Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to a Charity’s non-Challenge website or an ineligible fundraising page on CrowdRise.com, or any other donations not successfully processed online via credit card (“offline donations”) are not eligible and will not be counted toward the Challenge.

Donations can take time to process. All donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Challenge Period in order to count toward the total amounts raised for the applicable Campaign. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute may not count toward the total amount raised. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular Campaign 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 the Challenge are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winner(s).

An entrant or its proxy may not donate any money to its own Campaign page that would be counted towards its donations for the Challenge, whether by taking money from its own account(s) to donate to itself or otherwise, no matter the intent. This includes, without limitation, receiving cash or check donations or having an employee, board member, or other individual act as a proxy for the entrant. Donations may not be transferred from another fundraising page on the Website to your Campaign page.

A charity must receive online donations from at least twenty-five (25) “unique donors” during the Challenge Period to be eligible to win a grand prize (see Rule 4 below). 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. No unique donor’s donation may account for more than 75% of the total raised by any entrant participating in the Challenge for purposes of determining eligibility for any prize. If an unique donor accounts for more than 75% of the total raised, every donation made by that unique donor to the

Campaign will not count for determination of the winners of the Challenge. A proxy's donation, whether an entrant or an individual, will not be counted toward the unique donor requirement.

4. GRAND PRIZES: There will be ten (10) winners, that will receive a grant in the following amount toward the winners' Campaigns:

- 1st Place - \$150,000
- 2nd Place - \$50,000
- 3rd Place - \$30,000
- 4th Place - \$25,000
- 5th Place - \$15,000
- 6th Place - \$10,000
- 7th Place - \$7,500
- 8th Place - \$5,500
- 9th Place - \$4,500
- 10th Place - \$2,500

The total approximate retail value ("ARV") of the grand prizes is \$300,000. There is additional \$200,000 in prize money to be won in weekly "Bonus Challenges" (see Rule 6). Odds of winning are affected by the number of eligible entries received by the Challenge End Date, and the amount and timing of donations each participating organization generates for itself from the public via the Challenge. The prize will be sent by check and will only be to the verified winner's physical mailing address (no P.O. Boxes) in the 50 United States or the District of Columbia. Neither Sponsor nor CrowdRise are responsible for lost or stolen checks during shipping or anytime thereafter. Shipping date within seventy-five (75) days after the Challenge has ended and the exact date is to be determined by Sponsor. The prize is non-transferable by the winner(s), and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor and/or CrowdRise. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. In order to receive a prize, winner(s) may be required to provide proof of identification or eligibility. Winner(s) 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.

5. SELECTION AND NOTIFICATION OF WINNER(S): Within five (5) days after the Challenge End Date, the ten (10) entrant(s) with the Campaign(s) that generate the most eligible donations for the Purpose during the Challenge Period will be deemed the potential winner(s) and will be notified by CrowdRise via e-mail. In the event of a tie, the entrants will split the applicable prizes (e.g., if there is a tie for first and second place, the entrants will split the sum total of the first and second place prizes). In the event any potential winner does not accept the prize within two (2) business days of notification, any winner is ineligible, or the prize or prize notification is not deliverable, the entrant with the Campaign that generates the next most eligible donations for the Purpose during the Challenge Period may be contacted as an alternate winner. Neither Sponsor nor CrowdRise is responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s). Each potential winner and its Representative agrees to the use of his/her/its name, address (by reference only to the state, county or region), likeness, and/or prize information by Sponsor and/or CrowdRise for advertising, promotional and other purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the potential winner(s) and associated Representative(s) may be required to sign and return a Publicity Consent and Liability Release and/or Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

6. WEEKLY BONUS PRIZE OPPORTUNITIES: In addition to the grand prizes, there will be a series of weekly bonus prize opportunities as part of the Challenge (each a "Bonus Challenge"). The weekly bonus prize opportunities are listed here: <http://newmansownholidaychallenge.crowdrisetoolkit.com/> and will have separate Rules posted on the Website. Each potential winner of any weekly Bonus Challenge will be contacted within approximately one week after the close of the applicable weekly Bonus Challenge period in the manner described above for final-round winners and may be required to provide the same information and

documentation as a grand prize winner per Rule 5 above. All terms, conditions and restrictions applicable to grand prizes per Rule 4 also apply to weekly Bonus Challenge prizes.

7. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: Sponsor and CrowdRise, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant's computer. The use of automated software or computer programs to register or to enter the Challenge is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Challenge, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Challenge or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's or CrowdRise's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. In the event of any such cancellation, termination or suspension, a notice will be posted and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor and CrowdRise reserve the right to disqualify any entrant (and his/her Challenge entry) from the Challenge, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she/it (or its Representative or anyone else acting on behalf of or in concert with the entrant) tampers with the entry process or if his/her/its fraud or misconduct affects the integrity of the Challenge or if he/she/it engages in any inappropriate or unacceptable behavior in connection with the Challenge. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Challenge, each entrant and Representative warrants that he/she/it is eligible to participate in the Challenge and releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Challenge or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Challenge Period). By accepting the prize, winner(s) agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Challenge participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Challenge and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Challenge and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that

you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Challenge. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

8. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

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

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

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing CrowdRise’s support team at Felix@CrowdRise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice should be sent to CrowdRise, Inc., Attn: Robin Wolfe, 4650 Overland Avenue, San Diego, California 92123 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration

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

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

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

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

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

(h) **Conflict:** In the event of any conflict between any term or condition in this Section 8 and any term or condition in the CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>), then the applicable term or condition in this Section 8 shall apply.

9. ENTRANT’S/REPRESENTATIVE’S PERSONAL INFORMATION: By entering the Challenge, Entrants/Representatives consent to the collection, use and disclosure of its/their personal information for the purpose of administering the Challenge and prize fulfillment. Entrants/Representatives may also have the opportunity to sign up to receive promotional emails from parties associated with the Challenge; the choice to consent to such emails or to opt out of such emails in future does Entrants’ chances of winning. To the full extent permitted by law, the name, address (city and state), image, trademarks, and biographical information of winner(s)/representative(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. The Representative of each organization may be required to sign a document to this effect.

10. WINNERS LIST: To obtain the name, city and state of the winners, send an email to Felix@CrowdRise.com with the following subject line: “Please send the winners list for the Newman’s Own Foundation \$500,000 Holiday Challenge”. Requests must be submitted within ninety (90) days after the end of the Challenge Period. The list will be sent to requesting parties after selection and verification of winner(s).

11. SPONSOR:

Newman's Own Foundation
1 Morningside Dr. N.
Westport, CT 06880

With a copy to CrowdRise:
855 Jefferson Ave.
PO Box 1329
Redwood City, CA 94062

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

Copyright © 2017 CrowdRise, Inc. All rights reserved. CrowdRise and any associated logos are trademarks of the Sponsor. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

QUESTIONS REGARDING THE CHALLENGE? Send an email to Felix@CrowdRise.com.