

MOOSEJAW X PATAGONIA GIFT CARDS SWEEPSTAKES
OFFICIAL RULES
Sponsored by CrowdRise

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

*** The mission of the fundraising campaign and promotion is here:**
<https://www.crowdrise.com/ChallengeThing>.

Your participation in the Sweepstakes means that you have read and unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to these Sweepstakes. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor.

- 1. ELIGIBILITY:** The Sweepstakes is open only to individual legal residents of the 50 United States or the District of Columbia, age 18 or older at the time of entry that agree to these Official Rules. An Entrant includes anyone who participates in the Sweepstakes, including donors, charities, charity teams, fundraisers, fundraising teams, team members or any other users of the CrowdRise platform that are involved in the Sweepstakes in any manner. Donations made in connection with the Sweepstakes are governed by these Rules. Employees of Sponsor, Prize Provider and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, 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 laws, rules and regulations apply. Void where prohibited by law. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.
- 2. PROMOTION PERIOD:** The Sweepstakes begins on March 24, 2016 at 12:00:00pm Eastern Time (ET) and ends April 7, 2016 at 1:59:59pm ET ("Promotion Period"). Sponsor's server and computer clock is the official time-keeping device and its decisions are final and binding. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on CrowdRise.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official standings, results or leaders of the Sweepstakes at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.
- 3. HOW TO ENTER:** During the Promotion Period, you may enter by either of the following methods (a) donate online and/or (b) free email entry, per instructions detailed below:
 - (a) Go to CrowdRise.com (the "Website") here: <https://www.crowdrise.com/ChallengeThing> and follow the on-screen instructions to donate at least twenty-five dollars (\$25) online to get one entry into the drawing for a chance to win the prize. To determine the number of entries, donor's donation is broken down into increments and donor receives the maximum number of entries: Every twenty-five dollars (\$25) is one (1) entry.

Donor's donation does not need to be exactly twenty-five dollars (\$25). In other words, \$25 and \$26 donations get one entry. \$50 and \$51 get two entries. You may donate more than one time. Your donations are separate for purposes of counting entries. So, if you donate \$40 once and \$40 again, two entries, not three. Donations must be made online on the Website via credit card and be fully processed through CrowdRise and a third party payment processor during the Promotion Period. Donations recorded on the Website, including, but not limited to, donations by cash, checks and/or money orders, but not processed online via credit card ("offline donations") are not eligible and will not be counted for the Sweepstakes. Assurance of delivery of donations by Sponsor is the sole responsibility of the entrant. If a participant asks for and receives a chargeback or refund of its donation, you agree that your entry is void, you may not win or may no longer be the winner and be required to return a prize if the prize has already been awarded to you.

Please note that although you may receive an entry for the full amount listed above, the ultimate recipient of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.

- (b) Send an email to Lucy at Moosejaw@CrowdRise.com with the following information, which must be exact, complete and received during the Promotion Period: (1) Use this subject line: "Please enter me in the Moosejaw x Patagonia Gift Cards Sweepstakes"; (2) Email your full name, date of birth, residential address, email address. You must have read and agree to these Official Rules. One (1) entry per email.

All entrants and donations subject to verification of eligibility and before a prize can be awarded. For example, if your birthdate or address entered on the Website or provided in your email does not meet eligibility requirements, your entry is automatically void and your donation(s) will not be returned. Your receipt and any confirmation email you receive are not confirmation of entry. Donations made in this Sweepstakes may not be tax-deductible. It is the individual donor's sole responsibility to determine the tax-consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice. **There is a limit of sixty (60) entries per person during the Promotion Period.**

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or Prize Provider may be disqualified at either of Sponsor's or Prize Provider's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at either of Sponsor's or Prize Provider'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). Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's and Prize Provider's satisfaction, the entry will be deemed ineligible. Sponsor and Prize Provider's and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

- 4. **PRIZE:** There is one (1) Potential Winner. The prize is a two hundred and fifty dollar gift card from Moosejaw, and a two hundred and fifty dollar gift card from Patagonia. Winner agree that these aforementioned items are subject to change at the discretion of the Prize Provider. Approximate Retail Value Is: Five hundred dollars (\$500). By entering, all participants agree to the terms & conditions and Privacy Policy of the Moosejaw gift card and the Patagonia gift

card. The Moosejaw gift card may only be used for purchases of eligible goods at a Moosejaw Store or at <https://www.moosejaw.com>. The Patagonia gift card may only be used for purchases of eligible Patagonia goods at a Moosejaw Store or at <https://www.moosejaw.com>. The Gift Cards cannot be sold, exchanged, transferred, returned, refunded, reloaded, redeemed for cash or for the purchase of gift cards or applied to any other account, except as required by law. Prize Provider is not responsible and will not replace a Gift Card if any Gift Card is lost, stolen, damaged, destroyed or used without permission. Prize cannot be refunded, exchanged or transferred. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner. Winner is required to provide Sponsor and Prize Provider with his/her name, residential addresses, telephone number, email address and each must present valid government-issued photo ID (such as license or passport) upon request. In the event the winner engages in behavior at any time that Prize Provider or its representative determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Prize provider reserves the right to terminate the prize, in whole or part, and there will not be any substitution. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Sponsor reserves right to substitute prizes of equal or greater value or different value. Neither Prize Provider nor Sponsor responsible for prize utility, quality or otherwise. Winner (and guest, if applicable) may be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of each winner. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. All prize details not specified in these Official Rules will be determined in each of Sponsor's and Prize Provider's respective sole and absolute discretion.

- 5. SELECTION WINNERS AND ODDS OF WINNING:** The Sweepstakes will end on April 7, 2016 at 1:59:59pm ET and at or around that time, Sponsor or its representative will conduct a random drawing (the "Drawing") from all eligible entries to determine the Potential Winner. Entries are subject to verification by Sponsor and potential Winners are not declared final and shall not receive a prize until verified by Sponsor. Sponsor's decisions are final and binding on all matters relating to this Sweepstakes. Odds of winning depend upon the total number of eligible entries received. Any attempts to exceed the limit of number of entries into the Sweepstakes 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 not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter this Sweepstakes.
- 6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential winner(s) will be notified by email within three (3) business days after verification by Sponsor or its representative. Potential winner(s) are required to provide Sponsor and Prize Provider his/her name, residential address, telephone number, email address and valid photo ID driver's license, passport, military ID or similar proof of identity that is acceptable to Sponsor in its sole discretion). All potential winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize unless and until the entrant's eligibility has been verified and the entrant has received notice from Sponsor that he/she has won the prize, even if any information on Sponsor's website indicates that an entrant has won. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Sweepstakes that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be honored. Potential winner(s) are required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release and a Form W9 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. If Potential winner cannot be contacted within twenty-four (24) hours, fails to return any and all requested documentation within forty-eight (48) hours, or is declared ineligible by Sponsor, in its sole discretion, he/she forfeits the prize in its entirety. Potential winners agree that Sponsor or Prize Provider may shorten these timelines for any reason. If potential winner forfeits a prize, Sponsor may, but is not required to, select one new potential winner. Except where prohibited, participation in the Sweepstakes constitutes each winner's (and their guest(s), if applicable, consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission.

- 7. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** This Sweepstakes is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor and Prize Provider ("Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, 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. 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 Sweepstakes is prohibited and any individual 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, this Sweepstakes and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and, if in Sponsor's sole discretion, a winner can be selected among all eligible, non-suspect entries received prior to such time, such winner will be selected. Furthermore, if for any reason, the Promotion is not capable of running as planned, Sponsor and/or Prize Provider may, in its sole discretion, charge these Official Rules or cancel, terminate, modify, or suspend the Sweepstakes. Sponsor and/or Prize Provider may cancel the promotion or any Sweepstakes if there are not a sufficient (fifty) number of qualified entries from separate eligible entrants. Released Parties reserve the right, in their sole respective discretion, to disqualify any entrant (and his/her Sweepstakes entry) from this Sweepstakes or any other promotion conducted now or in the future by Released Parties or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Sweepstakes or if he/she engages in any inappropriate or unacceptable behavior in connection with the Sweepstakes. Released Parties reserve the right to correct clerical or typographical errors in promotional materials. By participating in this Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor, warrants that he/she is eligible to participate in this Sweepstakes and release and hold 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, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. By accepting the prize, winner 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 Sweepstakes 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 Sweepstakes and accept the prize. Sponsor may, in its sole discretion, change these official rules or cancel, terminate, modify or suspend the promotion.

- 8. DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any 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 Sweepstakes, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 Promotion, 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.
- 9. CAUTION.** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to these Official Rules as well as Sponsor's Privacy Policy:
<https://www.crowdrise.com/about/privacy>.
- 11. WINNERS LIST:** For a winners list, email Moosejaw@CrowdRise.com and include the title of the Sweepstakes in your request. Requests must be submitted after the Sweepstakes has ended. The list will be sent to requesting parties after selection and verification of winners.
- 12. SPONSOR AND PRIZE PROVIDER:** The Sponsor is CrowdRise, 130 West 5th Street, Royal Oak, MI 48067. Prize Provider is Moosejaw and Patagonia.
- 13. QUESTIONS REGARDING THESE SWEEPSTAKES?** Send an email to Moosejaw@CrowdRise.com.

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