

OFFICIAL RULES  
“GIVE TWIN CITIES CHALLENGE”  
Sponsored by Minnesota Monthly (“Sponsor”)

**NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS REQUIRED TO APPLY FOR, ENTER OR WIN THE MINNESOTA MONTHLY “GIVE TWIN CITIES CHALLENGE” LOCATED ON CROWDRISE.COM. VOID WHERE PROHIBITED.**

1. **Introduction:** The 2016 “Give Twin Cities Challenge” (hereinafter, the “Challenge”) is a fundraising promotion sponsored by Minnesota Monthly (“Sponsor”) for eligible Minnesota-based charitable organizations that benefit Minnesota and its community to raise money for their cause and compete to win three (3) Grand Prize donations totaling \$50,000 and another \$5,000 total in weekly “Bonus Challenges” (hereinafter “Grand Prizes” and “Bonus Challenge Prizes”). Minnesota Monthly, located at 706 Second Avenue South, Suite 1000, Minneapolis, MN 55402, provides the Grand Prizes and Bonus Challenge Prizes to the charities and is the Sponsor of the Challenge (“Prize Provider” and “Sponsor” and referred to as both throughout and acting in both capacities throughout the Challenge). CrowdRise, Inc. (“CrowdRise”), located at 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067, provides the technology platform and is the Administrator (the Administrator”) of the Challenge. You hereby acknowledge and agree that neither CrowdRise nor Minnesota Monthly – either on their own or in any of their other capacities/roles related to the Challenge - are providing any fundraising advice or counsel to any Participants in this Challenge.

The Challenge is open to charitable organizations 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 May 17, 2016 at 12:00pm ET and ends on June 30, 2016 at 1:59:59pm ET (the “Challenge Period”). The Challenge is on CrowdRise Platform (the “Platform”), located here: <https://www.crowdrise.com/GiveTwinCitiesChallenge>. Each Charity that participates in the Challenge will have a fundraising page on the Challenge leaderboard (“Challenge Leaderboard”) and the top three (3) eligible Charities that raise the most online to their fundraising page during the Challenge Period are the potential winners of the three (3) Grand Prizes totaling \$50,000; The Three (3) Grand Prizes are \$25,000, \$15,000 and \$10,000 respectively. Charities may win additional prizes throughout the Challenge during promotions called “Bonus Challenges”, which are posted on here: <https://www.crowdrise.com/GiveTwinCitiesChallenge>.

These Official Challenge Rules (the “Challenge Rules”) govern the operation of the Challenge and 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 promotion(s) and any other user (entities and individuals) of the CrowdRise platform that are involved in the Challenge in any manner (collectively, “Participants” and “you”). All Participants must comply with all of the Challenge Rules, and you hereby unconditionally agree to these Challenge Rules, and to abide by all decisions by Minnesota Monthly and CrowdRise, each of which 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. Donors and other individuals such as fundraisers or team members do not receive prizes in these promotions. The Challenge is further governed by the CrowdRise Terms and Conditions located at [www.crowdrise.com/about/terms](http://www.crowdrise.com/about/terms). In the event of a conflict between these Challenge Rules and the CrowdRise Terms and Conditions, the Challenge Rules govern and control only to the extent of such conflict. All applicable Federal, state and local laws, rules and regulations apply. Void where prohibited by law.

2. **Additional Eligibility Requirements:** In order to take part in the Challenge and to be eligible to receive a Challenge Prize, 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 Minnesota Monthly or CrowdRise are final and binding in all matters related to this Challenge. The Applicant signing on behalf of the Charity hereby represents and warrants that they are a representative of the Charity and has authority to bind that Charity and agree to the Challenge Rules (hereinafter, person signing on behalf of Charity referred to as “Entrant” or “Applicant”). Charities may also be referred to as “Charity teams”, “teams” and “organizations”. If Applicant does not agree and does not have the authority to agree to them on behalf of his/her Charity, neither he/she nor the Charity may register or participate. All Applicants must be age 18 or the age of majority in your jurisdiction, whichever is greater, at the time of entry, and residing in the United States. Applicant may not be an employee of CrowdRise, Sponsor, Prize Provider or their 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 a charity must: (a) have a legally registered account on CrowdRise; (b) be able to receive donation(s) via the CrowdRise website without any customization of the CrowdRise platform 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 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 if it has a verifiable contractual relationship with a fiscal sponsor (or, if acceptable to Sponsor, an agent) that meets requirements (a) – (c). 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, lobbyist activities, political. CrowdRise and Sponsor reserve the right, in each of their respective and absolute discretion, to exclude any organization, fundraising team, fundraiser or participant they determine is inappropriate for any reason, or with or without cause, at any time. All donations made in connection with the Challenge are governed by these Challenge Rules. All Charities must raise funds to their fundraising page that displays on the Challenge Leaderboard.

To participate in the Challenge and be eligible to win Grand Prizes and Bonus Challenge Prizes, a Charity must have a registered fundraising page in the Challenge by April 18, 2016 at 4:59:59pm ET on the Platform, located here: <https://www.crowdrise.com/GiveTwinCitiesChallenge>, to which donations can be made. The Charities’ fundraising pages must display Minnesota Monthly “Twin Cities Challenge” branding as provided by Sponsor. A Charity team may only brand their Charity team fundraising page differently if granted express, written permission by Sponsor. All donations made in connection with the Challenge are governed by these Challenge Rules. Any provisional winners will only be considered “potential winners” and are subject to verification before any winner is verified and a prize is awarded from Minnesota Monthly.

How to Apply:

**Step One:** To be considered for participation in the Challenge, you must submit your Application to Minnesota Monthly. The Application period opens on March 1, 2016 at 12:00pm ET and

closed on April 18, 2016 at 4:59:59pm ET.

**Step Two:** Minnesota Monthly shall review each application and, in its sole discretion, deem whether the charitable organization is approved to participate in the Challenge. Charities will be notified of Sponsor's acceptance (or denial) in writing (email shall suffice) by CrowdRise within 10 business days. Any failure to receive written acceptance shall be considered a denial to participate in the Challenge. Acceptance into the Challenge does not constitute or imply Sponsor's endorsement, recommendation or favoring of any charitable organization that is participating in this Challenge. Denial does not constitute disfavor upon your organization and due to time constraints, and for no other reason, organizations will not receive a substantive reason alongside Sponsor's denial or acceptance letter. No exceptions.

**Step Three:** If your Charity is accepted to participate in the Challenge, your Charity must agree that Sponsor and Administrator may i) register a new 2016 Twin Cities Challenge fundraising page for your Charity on the Platform ("fundraising page"), ii) use the information provided by you in your application, and iii) use the Charity's logo, and iv) include your Charity in any public relations or promotional announcements, if any. Neither Sponsor nor Administrator has any obligation to promote your Charity, but may do so. Marketing materials will be sent to your Charity by Sponsor or Administrator prior to the start of the Challenge.

3. **Restrictions:** The following restrictions govern the Challenge and charities and all participants agree that any determination by Administrator and Sponsors 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. The maximum amount is ten thousand dollars (\$10,000) per transaction.
  - 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 winners of the Grand Prizes 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 Platform (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). Donations must also appear on the Challenge leaderboard and be verified by Sponsor. Donations made outside of the Challenge, outside the Challenge Period and/or offline, even if recorded on the Platform, including, but not limited to, donations by cash, credit card, money order, donations made to any Charity's non-Challenge or other 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 to win a Grand Prize or any other promotion.
  - e. A Charity must receive an online donation(s) from more than one (1) Unique Donor during the Challenge Period to be eligible to win a Grand Prize.
  - f. 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.

4. **Additional Restrictions:** Charities agree that any determination by Sponsor as to whether a Charity or donation complies with these restrictions and requirements shall be final and binding. Applicants agree that they are solely responsible for choosing their “benefiting Charity”, the US-based 501(c)3 organization with a Tax ID (EIN) to which the funds raised during the Challenge will be allocated, and thereby ensuring that the funds they raise benefits their Charity. Charities may not change their “benefiting Charity” after the Challenge has started. No two teams’ totals raised during the Challenge will be added together to increase their standing in the Challenge, even if the teams are benefiting the same Charity. Two or more charities that are distinct and have unique EINs may not team up on one fundraising page in order to increase their odds in the Challenge without express written permission of Sponsor. Charities may not invite nonprofits or charitable organizations not accepted into the Challenge to join their team without express written permission of Sponsor. Charities found in violation of these Challenge Rules are subject to disqualification at the sole discretion of Sponsor; all decisions of Sponsor are final and binding. There will be no transfers of donations.

5. **Challenge Period and Donations:** The Challenge begins on May 17, 2016 at 12:00pm ET and ends on June 30, 2016 at 1:59:59pm ET (“Challenge Period”). Donors may donate to a Charity at any time during the Challenge Period. CrowdRise’s server and computer clock is the official time-keeping device and Sponsor’s decisions are final and binding in all respects. Donations are counted towards the Challenge after such donation has been successfully processed to completion through CrowdRise and a third party payment processor and verified by Sponsor in its sole discretion (and which has not been subject to subsequent chargeback or dispute). Please note, donations can take time to process, and will only count toward the Challenge if they are successfully processed before the end of the Challenge Period, as determined by Sponsor in its sole discretion. The amount of donations listed on the Challenge page, charity totals, or on the scrolling list of donations on any particular Charity team’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.

6. **Leaderboard; Donation Scroll Box; Tallies:** During the Challenge, Administrator will provide a Challenge leaderboard on its Platform’s Challenge page here: <https://www.crowdrise.com/GiveTwinCitiesChallenge>. The leaderboard will track the amount of donations made to Charity teams through online donations via the CrowdRise platform. The leaderboard is intended to provide Challenge Participants with a general idea of how much money they have raised compared to other Charities during the Challenge Period. CrowdRise will make reasonable efforts to update and maintain the accuracy of the leaderboard as a convenience to Challenge Participants. Neither CrowdRise nor Sponsor make any representations, warranties or promises of any kind that the leaderboard on CrowdRise.com or elsewhere will be updated on a real-time basis; will always be accurate; or 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 team’s fundraising page that provides the names of donors (donor may choose his/her name on this display or use an anonymous notation), the amounts donated and total raised. The leaderboard, donation scroll lists, total raised 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. 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 neither the leaderboard, the donation scroll or tallies represent official results of the Challenge. Challenge Participants agree that Sponsor verifies the winners and expressly announces the final results and winners.

7. **Grand Prizes:** Three (3) Grand Prizes are available to the 1<sup>st</sup> – 3<sup>rd</sup> place winners of the Challenge. The winners are determined based on the amount of money that a Charity team raises online during the Challenge Period. The Charity team that raises the most amount of money during the Challenge Period wins 1<sup>st</sup> place in the Challenge ; the second most amount of money wins 2<sup>nd</sup> place. The third most amount of money online wins 3<sup>rd</sup> place. The first place winner receives a twenty five thousand (\$25,000) Grand Prize from Prize Provider. The second place winner receives a fifteen thousand (\$15,000) Grand Prize from Prize Provider. The third place winner receives a ten thousand (\$10,000) Grand Prize from Prize Provider.

The potential winners 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 [GiveTwinCities@CrowdRise.com](mailto:GiveTwinCities@CrowdRise.com). Potential winners are not declared final and shall not receive a donation until expressly verified by Sponsor. Additionally, Sponsor's obligation to provide a Grand Prize(s) 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, if potential winner is ineligible or if potential winner declines the Grand Prize from Minnesota Monthly, the Grand Prizemay 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.

8. **Determination of Winners:** The three (3) Charities that raise the greatest amounts of money through the methods described in these Challenge Rules during the Challenge Period and are in compliance with the Challenge Rules, and are verified and declared winners by Sponsor, will receive the Grand Prizes described in paragraph 7 and subject to the restrictions in Section 7. These are considered the 1<sup>st</sup>- 3<sup>rd</sup> place winners of the Challenge, based on the total eligible donation amounts raised, respectively.

In the event of a tie, the winners will be determined as follows: If two or more Charities that raise the top three greatest amounts of money raise the identical amount of money during the Challenge Period, the Charities will equally split the sum of the Grand Prize they would each win had they ranked in succession. So, for example, if Charities A and B tie for 1<sup>st</sup> place, they will split the sum of the 1<sup>st</sup> and 2<sup>nd</sup> place Grand Prizes. And, for example, if Charities D, E, F, G and H tie for 2<sup>nd</sup> place, they will split the sum of the 2<sup>nd</sup> and 3<sup>rd</sup> place Grand Prizes. And for example, if Charities I and J tie for 3<sup>rd</sup> place, they will split the 3<sup>rd</sup> place Grand Prize; for avoidance of doubt, under no circumstances shall the total amount of awarded Grand Prizes exceed \$50,000. 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 and/or or the applicable, if any, Bonus Challenge Rules. The decisions of Sponsor are final and binding. The actual Bonus Challenges are to be determined. The actual Bonus Challenge Prizes are distributed at the end of the Challenge per Bonus 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 Give Twin Cities 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 Give Twin Cities Challenge fundraiser on <https://www.crowdrise.com/GiveTwinCitiesChallenge> during the Challenge Period ("2016 Give Twin Cities 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 Give Twin Cities Qualifying Donations, CrowdRise will issue a check to the charity for the difference of their actual effective rate 2016 Give Twin Cities Challenge Qualifying Donations and 3% of 2016 Give Twin Cities 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 the Charity: (i) must use WePay, a PCI Level 1 Compliant payment processor; (ii) the Charity's donors must be presented the option to cover the transaction fee; and (iii) 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 [GiveTwinCities@CrowdRise.com](mailto:GiveTwinCities@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 Charities being awarded a Grand Prize or Bonus Challenge Prize or any other prize irrevocably grant CrowdRise and Sponsor and their respective 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, Administrator, and their authorized agents for the purpose of administering the Challenge, and for any other general purposes related to the Challenge, as determined by either Sponsor or Administrator, in their 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 Bonus Challenge 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 <http://www.minnesotamonthly.com/Privacy-Policy/>, and CrowdRise's Privacy Policy, located at <https://www.crowdrise.com/about/privacy>. If any conflict arises between these Challenge Rules and either Sponsor's or CrowdRise's privacy policies, these Challenge Rules shall take precedent.

Each 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.

Minnesota Monthly, 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, has acted fraudulently in any way, prior, during or after the Application Period or Challenge Period, or if accepting of a Charity into the Challenge or the Charity's participation in the Challenge could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on the Challenge Parties. The Challenge Parties will not accept into the Challenge (or, if accepted, will not recognize) any Charity that has engaged in any abusive behavior or disparages or defames Minnesota Monthly, or CrowdRise in any manner. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by the Challenge Parties and is not up to interpretation by any other party. If a Charity's mission, purpose or intended use of funds raised or won are not legal at the State and Federal levels, the Charity will 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 (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 or to enter will be disqualified.

The Both Sponsor and Administrator reserve the right, at their sole discretion, to modify, cancel, terminate or suspend the Challenge should any virus, bug, technical failures, unauthorized human intervention 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 Sponsor will (if reasonably advisable) select the winner based on eligible 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.

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that 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 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.**

- a. All applicants, Charities and Participants 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 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 or any other prize awarded as part of this Challenge, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. All applicants, Charities and Participants 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.

- b. Applicants, Charities, and Participants acknowledge that Challenge Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any entry in Challenge or prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose.
- c. By accepting the prize in the Challenge, 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.
- d. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL MINNESOTA MONTHLY OR ADMINISTRATOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, EVEN IF THE EITHER MINNESOTA MONTHLY OR THE ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

**15. Governing Law and Disputes; No Class Action:** 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, Bonus Challenge 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 MINNESOTA MONTHLY 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 MINNESOTA MONTHLY 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 MINNESOTA MONTHLY OR CROWDRISE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND MINNESOTA MONTHLY OR CROWDRISE FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, MINNESOTA MONTHLY AND CROWDRISE, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

**16. Winners List:** To obtain list of winners, send an email to [GiveTwinCities@CrowdRise.com](mailto:GiveTwinCities@CrowdRise.com) with the following subject line: "Please send the winners list for the Give Twin Cities Challenge." Requests must be submitted after the Challenge has ended. A request for the winners list must be received by June 30, 2017. 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 Platform after selection and verification of winners.

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

**18. QUESTIONS REGARDING THE CHALLENGE?** Email: [GiveTwinCities@CrowdRise.com](mailto:GiveTwinCities@CrowdRise.com).