

**VIP guests at the iHeartRadio Jingle Ball Tour  
OFFICIAL RULES**

**NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.**

‘VIP guests at the iHeartRadio Jingle Ball Tour’ (hereinafter, the “Promotion”) is a sweepstakes sponsored by (RED), a division of the ONE Campaign (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). The Sponsor is responsible for providing the prize for the Promotion. Donations made in the Promotion (as defined below) go to The U.S. Fund for the Global Fund to Fight AIDS, Tuberculosis, and Malaria, EIN 27-5273239, a nonprofit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the Promotion is here: [<https://www.crowdrise.com/m/red/jingleball>] (the “Campaign”). Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise, which are final and binding in all matters related to the Promotion. THE PROMOTION IS VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED BELOW), WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE PROVINCIAL, TERRITORIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS APPLY.

**THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE 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.**

The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) and Privacy Policy ([www.crowdrise.com/about/privacy](http://www.crowdrise.com/about/privacy)) apply to the Promotion and all entries and donations received in connection therewith. 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.

**1. ELIGIBILITY:**

**Entrant Eligibility:** The Promotion is open to individuals who agree to these Official Rules who are legal residents of the 50 United States or the District of Columbia and Puerto Rico. To enter, you must also be at least age 18 or the age of majority in your jurisdiction, whichever is greater. Do not enter the Promotion if your country of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees of Sponsor, RED, and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Promotion, as well as the immediate family members (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 to participate. All federal, state, provincial, municipal, territorial and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. All donations made in connection with the Promotion are governed by the Promotion Rules. 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.

By entering, each entrant understands and agrees that, if selected as the Potential Winner (as defined in Section 5 below), she/he and her/his guest shall be required to consent to background checks, photography/video releases, and/or Affidavits of Eligibility/Release or declaration and of Liability/Publicity Releases. Potential Winner and her/his guest may also be asked to submit to interviews in connection with such background checks. Failure to cooperate with any of the requirements set forth herein, and/or sign such consents and authorizations and/or to furnish all required information may result in disqualification. If a Potential Winner and/or her/his guest has engaged in or does engage in any conduct that could damage the reputation or business of the Sponsor, Administrator or talent, as determined by Sponsor in its sole and absolute discretion, the Potential Winner may be disqualified. In addition, Potential Winner (and/or her/his guest) may be disqualified if, based on such verifications and/or background checks, Sponsor determines, in its sole and absolute discretion, that Potential Winner and/or her/his (i) are considered to be a security or health risks, or (ii) are ineligible for any age-gated experiences or travel or (iii) have been convicted of a felony or a crime of moral turpitude. All decisions about disqualifications are made by Sponsor in its sole and absolute discretion.

**Donation Eligibility:** In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Promotion, the minimum donation is \$10 per transaction. Additionally, donations must be made on the CrowdRise website at [www.crowdrise.com](http://www.crowdrise.com) (the "Website") via the Campaign using a credit card through CrowdRise and its third-party payment processor during the Promotion Period (defined below) and successfully processed to completion through CrowdRise and its third-party payment processor(s) **before** the end of the Promotion Period in order to count as an entry for the Promotion. **Donations can take time to process.** Donations made outside of the Campaign, outside the Promotion Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order or an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card ("offline donations") or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Promotion. Assurance of delivery and processing of donations is the sole responsibility of the entrant.

CrowdRise has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count as an entry for the Promotion. Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. Results of the Promotion are not official until Sponsor and/or CrowdRise, or their respective duly authorized representatives, verify the winner(s).

Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, 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.

**2. PROMOTION PERIOD:** The Promotion begins on November 21st, 2018 at 3:00:00pm Eastern Time (ET) and ends on December 6, 2018 at 11:59:59pm ET, such period referred to herein as the "Promotion Period". CrowdRise's server and computer clock is the official time-keeping device for the Promotion.

**3. HOW TO ENTER AND WIN:** Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor or CrowdRise or to make any donations or perform any fundraising through CrowdRise. During the Promotion Period, enter the Promotion as follows:

**Method One: To Enter by Donation:** Donate at least ten dollars (\$10) online to the Campaign here: [<https://www.crowdrise.com/m/red/jingleball>] or here: <https://www.crowdrise.com/RED> (must select the ticket option [One entry to be a VIP at iHeartRadio Jingle Ball]). To determine the number of entries in connection with each donation, your donation is broken down into ten dollar (\$10) increments, with each ten dollar (\$10) increment constituting one (1) entry. Donations or dollars raised do not need to be exact or multiples of the increments listed above. In other words, \$10 and \$11 donations get one entry; \$60 and \$61 get six entries. You may donate more than one (1) time, provided that your total entries (regardless of method of entry) do not exceed the entry limit set forth in these Official Rules. Each donation you make separately on

CrowdRise is separate for purposes of counting entries. In other words, if you make 2 separate donations of \$15 each, you get two entries (not three entries, which would be the case if you make one donation of \$30).

- (a) **Method Two: To Enter by Fundraising:** If you do not already have a CrowdRise account, visit the Website here: [\[https://www.crowdrise.com/m/red/jingleball\]](https://www.crowdrise.com/m/red/jingleball) to create a free user account; and create a fundraising campaign (a “Campaign”) on the Site to raise eligible donations (per Section 1 above) for The U.S. Fund for the Global Fund to Fight AIDS, Tuberculosis, and Malaria. Fundraise at least ten dollars (\$10) to your Campaign for an entry to win. To determine the number of entries in connection with the amount raised, your funds raised are broken down into ten dollar (\$10) increments, with each ten dollar (\$10) increment constituting one (1) entry. Funds raised do not need to be exact or multiples of the increments listed above. In other words, \$10 and \$11 donations get one entry; \$60 and \$61 get six entries.
- (b) **Method Three: To Enter for Free:** During the Promotion Period, go to: [\[https://www.crowdrise.com/FreeAlternateMethodofEntry\]](https://www.crowdrise.com/FreeAlternateMethodofEntry) and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your information and the name of the Promotion identified in these Official Rules which is [VIP guests at the iHeartRadio Jingle Ball Tour]. The Name of Sweepstakes field can be left blank. Each form you submit constitutes one (1) entry. You may submit more than one entry, provided you do not exceed the maximum number of entries.

**There is a limit of fifty (50) entries total permitted per person, regardless of method of entry, during the Promotion Period.**

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of CrowdRise may be disqualified at CrowdRise’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 Promotion at CrowdRise’s sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Potential Winner(s) (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to CrowdRise’s satisfaction, the entry will be deemed ineligible.

Receipts will be issued to all donors, however, donations may not be tax-deductible and the winner(s)'s prize may be taxable. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations. Every entrant agrees that any information provided by Sponsor or CrowdRise is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

**PRIZE(S):** There will be one (1) Official Winner who will receive a 2-night trip for Official Winner and one (1) guest to Miami, Florida to be VIP guests at the iHeartRadio Jingle Ball Tour when it hits Miami/Ft Lauderdale (the “Trip”), on December 16, 2019. The all-star performers for Y100 Jingle Ball 2018 include Shawn Mendes, Calvin Harris, Khalid, Marshmello, Bebe Rexha, Alessia Cara, Bazzi, Sabrina Carpenter plus Jack and Jack! Best of all, once you’ve caught the show, you’ll head backstage to meet Jack and Jack and make a hot chocolate toast! Additional details will be provided to the Official Winner after they have met all of the eligibility requirements. The Trip includes round trip coach class airfare from a major airline hub near Official Winner’s residence to Miami, Florida for two (2) people; a two (2) night stay in a hotel (one double-occupancy room, standard accommodations). Restrictions apply.

Potential winner is not declared final and shall not receive a Prize until winner is verified by CrowdRise per Section 5 below. Potential Winner (and guest) confirmations will be complete after verification that Potential Winner is eligible to participate and win and declared the Official Winner, and upon her/his completion of her/his (and her/his guest's) paperwork and a background check as outlined in Sections 1 and 5. Sponsor is not responsible for any cancellations, delays or changes to the prize in whole or part; Official Winner will not be compensated in the event of cancellation of, or change to, all or a portion of the prizes; if canceled by Sponsor, it will make commercially reasonable efforts to award a prize of equal or greater value, and a similar experience cannot be guaranteed. The time, duration and details of any substitute prize are in the sole and absolute discretion of Sponsor.

Round-trip coach air transportation only for Official Winner and her/his one (1) guest is provided by an airline of Sponsor or its representative's choice from a major hub in the Eligibility Area near the Official Winner's primary residence; the primary residence and itinerary is at the sole discretion of Sponsor or its Representative. Transportation to/from the airport is the sole responsibility of Official Winner and her/his guest and is not included with the prize. Official Winner and her/his guest must book travel through the assistance of Sponsor or its representative at least three (3) weeks in advance of departure, unless stated otherwise by Sponsor or its representative and travel is subject to availability. Blackout dates may apply and this is determined at the sole discretion of Sponsor or its representative. Certain additional restrictions may apply. Travel must be used in conjunction with the rest of the prize. Official Winner and her/his guest must travel on the same itinerary. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Official Winner's use of the airline tickets or any other tickets is subject to the terms and conditions set forth thereon or governing its use. Official Winner (and guest) is required to read the Terms and Conditions for each ticket carefully. Once booked, no change, extension, or substitution of travel dates is permitted, except by Sponsor at its sole discretion. All tickets are non-refundable and not redeemable for cash or credit. Tickets may not be transferred or sold to a third party. Tickets may not be upgraded, even if with miles or redeemed for miles. Official Winner and guest are responsible for obtaining all necessary and required travel documentation, authorizations, and travel and health insurance. Travel arrangements must be made through Sponsor's agent and Sponsor or its representative shall determine airline and flight itinerary in its sole discretion. If Official Winner resides or is traveling from within a 100-mile radius of Miami, Florida neither Official Winner nor guest will receive air transportation or hotel accommodations. If for any reason any portion of the prize does not occur, such portion will be forfeited with no compensation being paid in exchange thereof.

Prize includes a two (2)-night stay in a hotel (one room, double occupancy, standard accommodations, subject to change) selected by the Sponsor or its representative, in its sole discretion. Accommodations are subject to change based on availability and blackout dates. The exact dates and times of hotel stay to be specified by Sponsor or its representative, and all such details will be communicated to the winner after the end of the Promotion. Official Winner must stay in the hotel on the exact dates and times and itinerary specified by Sponsor or its representative. Travel and accommodations must be made through Sponsor or its representative. Winner and guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card.

Sponsor reserves the right to revoke full or partial prize from any Official Winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Sponsor into disrepute. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive at any time may forfeit the Prize or be ejected by Sponsor in its sole discretion.

Alcohol is not permitted. The time, duration and all other details of all prizes are in the respective sole and absolute discretion of the Sponsor or its representative. It is Official Winner's sole responsibility to stay informed about the details including event locations, time and any changes regarding the prize. Meet and Greet with Jack and Jack is public and is for a limited duration and the venue is determined by Sponsor or its representative in its sole discretion.

At the time of entry, the Official Winner must be at least age 18 or the age of majority in their jurisdiction (if

that is higher). The guest of Official Winner does not need to be at least age 18 or the age of majority in their jurisdiction.

By accepting the prize, Official Winner (including winner's guest) acknowledges and accepts sole liability for the inherently dangerous nature of and risks of traveling, including but not limited to personal injury and/or death. By accepting a prize, the Official Winner (including Winner's guest) agrees to release GoFundMe, CrowdRise, Sponsor, any Internet access providers and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively "Released Parties") from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, including, without limitation, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities, including but not limited to travel related thereto. Official Winner (and winner's guest) acknowledge that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms thereof, and Official Winner agrees to look solely to such manufacturers for any such warranty and/or guarantee.

The prize is subject to Potential Winner and guest signing the applicable release and other documents as required herein and requested by Sponsor or its representative. Official Winner and guest must comply at all times with any and all rules, guidelines and/or instructions provided by Sponsor or its representative. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive to the prize or any portion thereof may forfeit the prize or be ejected by Sponsor in its sole discretion.

Official Winner (and guest) is responsible for obtaining all necessary travel documentation and insurance, as well as travel to/from the airport and Trip and should not enter or claim the prize if unable to travel, and should obtain all necessary and required travel documentation, authorizations, and travel and health insurance. If Official Winner cannot attend on the dates specified, Official Winner will forfeit the opportunity to win and there will be no makeup prize or substitution.

Sponsor or its representative's inability to reach a Potential Winner within three (3) days or Potential Winner's failure to respond and complete paperwork three (3) days to a prize notification, the return of any prize notification as undeliverable, the inability of Potential Winner and their guest to travel or Potential Winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's or its representative's respective, sole discretion, result in the Potential Winner's disqualification and the selection of one (1) substitute winner by a random drawing from among all remaining eligible Entries received during the Promotion Period, time permitting.

The Approximate Retail Value ("ARV") of all prizes: Two Thousand Five Hundred dollars (\$2,500). Depending on the location of winner's primary residence and other factors, the actual retail value may be different than the ARV or from that pictured in advertising and the Official Winner will not be compensated for the difference. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner.

No cash redemption of the prizes. Prizes may not be substituted, except by Sponsor for a prize of equal or greater value. Taxes on the prizes are the sole responsibility of the Official Winner. Official Winner must comply with all written instructions and protocols related to the Promotion, and is responsible for completing, providing and/or obtaining all documentation required, as applicable. Winner and any guests of such winner are required to provide Sponsor with their names, residential addresses, telephone numbers, email addresses and Official Winner and each adult guest must present valid government-issued photo ID (such as a passport) upon request and during travel and at the event. In the event the winner and any of winner's guest engages in behavior at any time that Sponsor or its representative determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of their

respective services, products, trademarks, service marks, or logos, the Sponsor reserves the right to terminate the prize, in whole or part, send Official Winner and/or guest home with no further obligations or compensation whatsoever to winner and/or guest (which may, in Sponsor's discretion, result in such Official Winner's disqualification from the prize and forfeiture of any (and/or all) remaining components of the prize. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. The Official Winner will be required to Sponsor with a completed IRS Form W-9 or other applicable filing before the prize will be awarded for tax reporting purposes. An IRS Form 1099-MISC or other applicable filing will also be issued in the name of the winner for the actual value of the prize received. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion.

The prizes are awarded "AS IS" and without warranty of any kind, express or implied, including, without any limitation, any implied warranty of merchantability or fitness for a particular purpose. If prize (for example, any tickets) are shipped to winner, at Sponsor's sole discretion, shipping will only be to the verified winner's physical mailing address (no P.O. Boxes) in the Eligibility Area except in Sponsor's sole and absolute discretion and will be the physical mailing address entrant used at the time of entry. Neither CrowdRise nor Sponsor are responsible for prize utility, quality, damages of any kind during shipping or anytime thereafter.

No cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor and/or CrowdRise. Official Winner is solely responsible for all costs and expenses not listed herein, including but not limited to parking, meals, drinks, fees, personal charges, phone expenses, gratuities, souvenirs and all taxes.

**4. SELECTION AND VERIFICATION OF WINNER(S) AND ODDS OF WINNING:** Within one (1) business day of the end of the Promotion, the sweepstakes winner will be determined by selecting one (1) entrant in a random drawing. The selected entrant(s) is required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner (the "Potential Winner(s)"). The Potential Winner(s) will be notified by CrowdRise via e-mail. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and CrowdRise reserves the right in its sole discretion to disqualify all suspect entries. An individual may be required to show proof of ownership of their accounts used to enter the Promotion. The Potential Winner(s) will be notified by email, at the email address associated with entrant's CrowdRise account or otherwise entered during the entry process, within one (1) day after verification by CrowdRise or its representative. If any Potential Winner cannot be contacted within three (3) days after the first attempt to contact them, an alternate entrant may be selected in their place at random from all eligible entries received, time permitting. Upon initial contact, Potential Winner may transfer the prize to another person otherwise eligible to participate, as defined in Section 1, whereupon transferee shall become Potential Winner and subject to these Official Rules. Potential Winner(s) are subject to verification by CrowdRise, and may be required to provide Sponsor and/or CrowdRise their name, residential address, telephone number, email address and valid photo ID. CrowdRise will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize. If any Potential Winner is not verified by CrowdRise, cannot be contacted within three (3) days, fails to return any and all requested documentation within three (3) days from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and CrowdRise's and their respective agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province 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 (unless prohibited by law), and by participating in the Promotion, you further agree to execute any specific consent needed or requested by Sponsor or CrowdRise or their respective designees in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

**5. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** CrowdRise reserves the

right to modify, suspend, cancel, or discontinue any Promotion at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions CrowdRise deems necessary, in its sole discretion, to protect its users, business partners, or business or the public or if 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 Promotion. In the event of such cancellation, termination or suspension, CrowdRise will use reasonable efforts to post a notification 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, 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, including without limitation related to individuals who attempt to enter the Promotion by donating in accordance with Section 3(a) above. 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 Promotion 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 Promotion. Sponsor and CrowdRise reserve the right to disqualify any entrant (and their Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she tampers with the entry process or if their fraud or misconduct affects the integrity of the Promotion or if they engage in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Promotion, each entrant 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 Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion 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 Promotion 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 Promotion 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 Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of law's 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 Released Parties related to the Promotion. 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.

**6. 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 Promotion, your participation in the Promotion, 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 Promotion, 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 Sponsor's support team at [kennedy@gofundme.com](mailto:kennedy@gofundme.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 to CrowdRise should be sent to GoFundMe, Inc., Attn: General Counsel at 855 Jefferson Ave, PO Box 1329, Redwood City, CA 94063 (“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](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 7 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 7 shall control.

**7. ENTRANT’S PERSONAL INFORMATION:** By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state/province), image and biographical information of winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise’s Privacy Policy: <https://www.crowdrise.com/about/privacy>.

**8. WINNERS LIST:** To obtain a list of winner(s), send an email to [kennedy@gofundme.com](mailto:kennedy@gofundme.com) with the following subject line: “Please send the winners list for the VIP guests at the iHeartRadio Jingle Ball Tour Promotion”. Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winner(s).

## **9. SPONSOR:**

RED, a Division of the ONE Campaign

49 West 27<sup>th</sup> St. 3<sup>rd</sup> Floor  
New York, NY 10001

with a copy to CROWDRISE:

GoFundMe, Inc.  
855 Jefferson Ave  
PO Box 1329  
Redwood City, CA 94063

- 10. 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 Promotion in violation of these Official Rules and/or criminal and/or civil law.
- 11.** Copyright © 2018 GoFundMe, Inc. All rights reserved. GoFundMe, CrowdRise and any associated logos are trademarks of GoFundMe, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.
- 12. QUESTIONS REGARDING THE PROMOTION?** Send an email to [kennedy@gofundme.com](mailto:kennedy@gofundme.com).