

## **THE GIVING TUESDAY NOW FUNDRAISING CONTEST OFFICIAL RULES**

The Giving Tuesday Now Fundraising Contest (hereinafter, the “Contest”) is sponsored by GoFundMe, Inc. (“Sponsor”) and hosted on a crowdfunding platform operated by GoFundMe, Inc. called GoFundMe Charity (“GFM Charity Platform”). Sponsor is responsible for providing the prize(s) for the Contest, which prizes will be issued through Sponsor’s donor advised fund held by GoFundMe.org. GoFundMe.org may be referred to herein as the “Prize Provider”. The mission of the Contest, namely the charitable purpose for which the funds are raised, is here: <https://charity.gofundme.com/o/en/campaign/giving-tuesday-now> (“Purpose”) Your participation in the Contest means that you unconditionally agree to these Official Rules and all decisions by Sponsor and Prize Provider, which are final and binding in all matters related to the Contest. THE CONTEST IS VOID OUTSIDE OF THE UNITED STATES, WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. ALL APPLICABLE FEDERAL, STATE, 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, GOFUNDME, THE GFM CHARITY PLATFORM AND/OR PRIZE PROVIDER TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR, THE GFM CHARITY PLATFORM OR PRIZE PROVIDER 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 GoFundMe Terms and Conditions (<https://www.gofundme.com/terms>) and Privacy Policy (<https://www.gofundme.com/privacy/>) apply to the Contest and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the GoFundMe Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

### **1. ELIGIBILITY**

***Participant Eligibility:*** The Contest is only open to legal entities (a) incorporated or organized within the 50 United States or the District of Columbia, (b) with valid Employer Identification Numbers (“EINs”) and physical mailing addresses, and (c) that have and will maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code throughout the Contest Period (“Organization”). Any person who participates on behalf of his/her Organization must be an authorized representative of the Organization to legally bind the Organization (“Representative”).

Two (2) or more charities that are distinct and have unique Tax IDs (EINs) or business numbers, as the case may be, may not share one Campaign (defined below) page or otherwise combine efforts or resources in order to increase their odds in the Contest. Representative represents and warrants that he/she has read, and hereby agrees to, these Official Rules on behalf of the Organization. All entries made in connection with the Contest are governed by these Official Rules and are subject to verification of eligibility before a prize is delivered. Sponsor and its respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development of the Contest, are not eligible to participate. Employees, independent contractors, officers, and directors, of Sponsor 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. Entries that are submitted in connection with the Contest will only be eligible if (A) the Organization’s Campaign (as defined below), and related content posted by the Organization, does not contain content that is unlawful, hateful or obscene, in the Sponsor’s sole and absolute discretion, and (B) the funds from the Campaign are being used, and will continue to be used, solely for the charitable purpose for which the funds are being raised, as stated in the Campaign (“Purpose”). By participating in the Contest, Representative represents and warrants that the Organization is

eligible to participate in accordance with these Official Rules.

***Donation Eligibility:*** In addition to any other requirements and restrictions set forth herein, for any donations made in connection with the Contest, the minimum donation is \$10 per transaction. Additionally, donations must be made on the GFM Charity Platform at [www.charity.gofundme.com](http://www.charity.gofundme.com) (the “Website”) via participant’s Campaign page using a credit card through the GFM Charity Platform and its third-party payment processor during the Contest Period (defined below) and successfully processed to completion through the GFM Charity Platform and its third-party payment processor(s) **before** the end of the Contest Period in order to count toward the Contest. **Donations can take time to process.** Donations made outside of the Contest, outside the Contest Period and/or offline, even if recorded on the Website, including, but not limited to, donations by cash, credit card, money order, donations made to an ineligible fundraising page on the Website, or any other donations not successfully processed online via credit card (“offline donations”), or donations that are refunded, returned or disputed, or that are otherwise not in compliance with these Official Rules are not eligible and will not be counted toward the Contest. Sponsor has the right to verify any donation, and any donation that is subject to chargeback or dispute may not count toward the total amount raised. Neither Sponsor nor the GFM Charity Platform is responsible for any delays in processing any donations. The list of donations on any particular Campaign page, if any is displaying or any similar tally of donation(s), are unofficial tallies of the amounts of donations in a Campaign and may not accurately reflect the donations, made based on a variety of factors. Results of the Contest are not official until Sponsor, or its respective duly authorized representatives, verify the winner(s).

**Ineligible Donations.** Donations receipts and any confirmation emails received are not confirmation that a donation is eligible in the Contest. Moreover, donations made contrary to the terms of these Official Rules, including, but not limited to, those donations made outside of the Contest, outside the Contest Period, or offline, are “Ineligible Donations” that will not be counted toward Organization’s Campaign total. Ineligible Donations include, but are not limited to, donations by cash, money order, credit card payments to an Organization’s non-Contest Campaign or an ineligible Campaign page on Charity.GoFundMe.com, and any other donations not successfully processed online via credit card on your Campaign. Neither Organization nor a proxy may donate any money to an Organization’s Campaign, whether by taking money from its account(s) to donate to its Campaign or otherwise, no matter the intent. Such contributions are considered Ineligible Donations and will not be counted toward Organization’s Campaign. This includes, but is not limited to, receiving cash or check donations or having an employee, Board Member, or other individual act as Organization’s proxy. Donations are non-refundable. Donations may not be transferred to the Campaign from another fundraising page or campaign on GoFundMe Charity.

**2. CONTEST PERIOD:** The Contest begins on May 5, 2020 at 12:00:00am Eastern Time (“ET”) and ends on May 5, 2020 at 11:59:59pm ET, such period referred to herein as the “Contest Period”. The GFM Charity Platform’s server and computer clock is the official time-keeping device for the Contest.

**3. HOW TO ENTER AND WIN:** During the Contest Period, enter the Contest as follows:

- (a) If you do not already have an account on the GFM Charity Platform, visit the Website to create a free user account; and;
- (b) If you have not already, create a fundraising campaign (a “Campaign”) on the Website here: <https://charity.gofundme.com/o/en/campaign/giving-tuesday-now> to raise eligible donations (per Section 1 above) for your organization’s non-profit/charitable purpose (the “Purpose”) during the Contest Period. Existing Campaigns that were not created through the Giving Tuesday Now website (<https://charity.gofundme.com/o/en/campaign/giving-tuesday-now>) can also be added to that website by sending a request to [nposupport@gofundme.com](mailto:nposupport@gofundme.com) with the subject line “Please add my fundraiser to the Giving Tuesday Now Campaign”. **Requests must be submitted by 3:00pm ET on May 5, 2020 or the Campaign will not be eligible.**
- (c) The ten (10) participant(s) with the Campaign(s) that generate the most eligible monetary donations for the Purpose during the Contest Period will be deemed the potential winner(s).

**Limit one (1) Campaign page per participant. Multi-chapter organizations may only receive one prize for the parent organization.**

All Campaigns are subject to verification of eligibility before a prize can be awarded. For example, if your Campaign, Purpose or charity information 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 from the GFM Charity Platform may be disqualified at Sponsor'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 Contest at Sponsor's sole and absolute discretion.

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

Winner's prize may be taxable. Every participant acknowledges and agrees that information provided by Sponsor, the GFM Charity Platform and/or Prize Provider shall not be considered tax or legal advice. Every participant is advised to consult a professional, including a tax professional, if advice is desired regarding their participation herein.

**4. PRIZE(S):**

There will be ten (10) winners, each of whom will receive the following prize amounts:

- 1<sup>st</sup> Place: \$20,000
- 2<sup>nd</sup> Place: \$10,000
- 3<sup>rd</sup> Place: \$7,500
- 4<sup>th</sup> Place: \$5,000
- 5<sup>th</sup> Place: \$2,500
- 6<sup>th</sup> Place: \$1,000
- 7<sup>th</sup> Place: \$1,000
- 8<sup>th</sup> Place: \$1,000
- 9<sup>th</sup> Place: \$1,000
- 10<sup>th</sup> Place: \$1,000

The Approximate Retail Value ("ARV") of all prizes: Fifty thousand dollars (\$50,000).

The prize(s) is non-transferable by the winner(s), and no substitution of prize is offered, except at the sole and absolute discretion of Prize Provider. All prize details not specified in these Official Rules will be determined in Prize Provider's sole and absolute discretion. In order to receive a prize, winner(s) may be required to provide proof of identification or eligibility. Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used. All prize(s) are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Delivery of the Prize will be via check and will only be to the verified winner's physical mailing address (no P.O. Boxes) in the fifty (50) United States or the District of Columbia except in Sponsor's sole and absolute discretion and will be the physical mailing address of Organization used at the time of entry. Neither Sponsor, the GFM Charity Platform nor Prize Provider are responsible for prize utility, quality, loss, theft or damages of any kind during shipping or anytime thereafter. Delivery date within approximately sixty (60) days after the Contest has ended, with the exact date to be determined by Prize Provider.

**5. SELECTION AND VERIFICATION OF WINNER(S):** Within three (3) business days of the Contest

End Date, the participant(s) with the Campaign(s) that generate the most eligible donations for the Purpose during the Contest Period will be deemed the potential winner(s) and will be notified by Sponsor via email. In the event of a tie, the eligible participant with the greatest number of donations to its Campaign during the Contest Period will win (that is, number of donors' donations, not dollar amount); if still tied, the eligible participant with the greatest number of unique donors that donated to its Campaign during the Contest Period will win (proxy donations do not count; it is separate individuals as determined by Sponsor by the donor's billing information, in Sponsor's sole and absolute discretion). In the event any potential winner does not accept the prize within two (2) business days of notification, that potential winner is ineligible, or the prize or prize notification is not deliverable, the participant with the Campaign that generates the next most eligible donations for the Purpose during the Contest Period may be contacted as an alternate winner. Neither Sponsor nor the GFM Charity Platform are or shall be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s) or prize utility, quality, damages of any kind during shipping or anytime thereafter. 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. Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's, Prize Provider's and the GFM Charity Platform'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 Contest, you further agree to execute any specific consent needed or requested by Sponsor, the GFM Charity Platform, or Prize Provider 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. In no event will more than the stated number of prizes in these Official Rules be awarded.

**6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Sponsor, the GFM Charity Platform and/or Prize Provider reserves the right to modify, suspend, cancel, or discontinue any Contest at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and/or to take any actions Sponsor deems necessary, in its sole and absolute 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, the GFM Charity Platform's and/or Prize Provider's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In the event of such cancellation, termination or suspension, GFM Charity and/or Sponsor 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, Prize Provider, the GFM Charity Platform and its operator GoFundMe, Inc., any internet access providers and advertising and promotion agencies, and each of their respective parents, affiliates, subsidiaries, and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors and/or suppliers (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant's email account to receive email messages or insufficient space on participant's computer. The use of automated software or computer programs to register or to enter the Contest is prohibited, and any participant 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 Contest. Sponsor reserves the right to disqualify any participant (and his/her Contest entry) from the Contest, and any other promotions conducted now or in the future by Sponsor and/or the GFM Charity Platform or any of their affiliates if such participant tampers with the entry process or if such participant's fraud or misconduct affects the integrity of the Contest or if such participant engages in any inappropriate or unacceptable behavior in connection with the Contest. Sponsor reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By

participating in the Contest, each participant 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 Contest or arising out of entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Contest Period). By accepting the prize, winner(s) agrees to release and hold harmless Released Parties, 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 Contest 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 Contest 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 Contest and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”** 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 Contest. 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.

**7. 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 Sponsor, the GFM Charity Platform and/or Prize Provider, whether arising out of or relating to these Official Rules, the Contest, your participation in the Contest, 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 Contest, you, Sponsor, the GFM Charity Platform and/or Prize Provider 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, SPONSOR, THE GFM CHARITY PLATFORM AND/OR PRIZE PROVIDER 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 (ON THE ONE HAND) AND SPONSOR, THE GFM CHARITY***

***PLATFORM AND/OR PRIZE PROVIDER (ON THE OTHER HAND), 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:** Sponsor, the GFM Charity Platform and/or Prize Provider 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 [Maximus@gofundme.com](mailto:Maximus@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 should be sent to GoFundMe, Inc., Attn: General Counsel, 855 Jefferson Avenue, 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 Sponsor, the GFM Charity Platform and/or Prize Provider, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, Sponsor, the GFM Charity Platform and/or Prize Provider may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor, the GFM Charity Platform and/or Prize Provider or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, Sponsor, the GFM Charity Platform and/or Prize Provider 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 Sponsor, the GFM Charity Platform and/or Prize Provider, 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, Sponsor, the GFM Charity Platform and/or Prize Provider 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 GoFundMe Terms and Conditions (<https://www.gofundme.com/terms>), then the applicable term or condition in this Section 7 shall control.

8. **PARTICIPANT'S PERSONAL INFORMATION:** By entering the Contest, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Contest and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Contest; 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), image and biographical information of winner(s) may be used by Sponsor, the GFM Charity Platform and/or Prize Provider for promotional purposes and a published winner's list. You may be required to sign a document to this effect. Information collected from participants is subject to these Official Rules as well as GoFundMe's Privacy Policy: <https://www.gofundme.com/privacy/>.
9. **WINNERS LIST:** To obtain a list of winner(s), send an email to [Maximus@gofundme.com](mailto:Maximus@gofundme.com) with the following subject line: "Please send the winners list for the Giving Tuesday Now Fundraising Contest". Requests must be submitted within ninety (90) days after the end of the Contest Period. The list will be sent to requesting parties after selection and verification of winner(s).

**10. SPONSOR:**

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

11. **NOTICE:** The Sponsor, the GFM Charity Platform and/or Prize Provider reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

12. **Copyright** © 2020 GoFundMe, Inc. All rights reserved. GoFundMe, GFM Charity 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.

13. **QUESTIONS REGARDING THE CONTEST?** Send an email to [Maximus@gofundme.com](mailto:Maximus@gofundme.com).