

OFFICIAL RULES  
FENCING IN THE SCHOOLS PRE-GALA PARTY SWEEPSTAKES (“Sweepstakes”)

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

**\* Donations made in this Sweepstakes go to Fencing In The Schools, Inc., EIN 45-3576364, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the fundraising campaign is here: <https://www.crowdrise.com/fencingintheschools>.**

**\*Payment for travel is not included in Prize: The event associated with prize will on April 20, 2016. The Prize for this Sweepstakes does not include payment for travel to or from the event.**

Our mean lawyer insists that you read these Official Rules. Your participation in this Sweepstakes means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to this Sweepstakes. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor and/or Prize Provider.

- 1. ELIGIBILITY:** The Sweepstakes is open only to individual legal residents of the 50 United States or the District of Columbia, age 18 or older at the time of entry that agree to these Official Rules. An Entrant includes anyone who participates in the Sweepstakes, including donors, charities, charity teams, fundraisers, fundraising teams, team members or any other users of the CrowdRise platform that are involved in the Sweepstakes in any manner. Employees of Sponsor, Prize Provider, and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state and local laws, rules and regulations apply. Void where prohibited by law. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.
- 2. PROMOTION PERIOD:** The Sweepstakes begins on March 28, 2016 at 2:00:00pm Eastern Time (ET) and ends on April 18, 2016 at 11:59:59am ET (“Promotion Period”). Sponsor’s server and computer clock is the official time-keeping device and its decisions are final and binding. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on CrowdRise.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official standings, results or leaders of the Sweepstakes at any time before, during or after the Promotion Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Sweepstakes are not official until Sponsor expressly announces the final results and verifies the winners.
- 3. HOW TO ENTER:** During the promotion period, you may enter one time by either of the following methods: (1) Go to CrowdRise (the “Website”) here: [www.CrowdRise.com/FITSBenefitGala2016](http://www.CrowdRise.com/FITSBenefitGala2016) and follow the on-screen instructions to donate at least fifty dollars (\$50) online and you’ll be entered into the drawing for a chance to win the prize. Donations must be made online on the Website via credit card and be fully processed

through CrowdRise and a third party payment processor during the Promotion Period. Donations recorded on the Website, including, but not limited to, donations by cash, checks and/or money orders, but not processed online via credit card (“offline donations”) are not eligible and will not be counted for the Sweepstakes. **OR** (2) You may enter for free by sending one email to [felix@crowdrise.com](mailto:felix@crowdrise.com) with subject line: “Please enter me in the Sweepstakes – Fencing In The Schools Pre-Gala Party.” Free email entries must be sent to and received by [felix@crowdrise.com](mailto:felix@crowdrise.com) during the Promotion Period. Your email must include the correct subject line, your name, address, and email address or your entry is automatically void.

Entrants and winner agrees to be bound by the Terms and Conditions and Privacy Policy of Fencing In The Schools, Inc. ([www.fencingintheschools.org](http://www.fencingintheschools.org)). All entrants and donations subject to verification of eligibility and before a prize can be awarded. For example, if your birthdate or address entered on the Website or provided in your email does not meet eligibility requirements, your entry is automatically void and your donation(s) will not be returned. Your receipt and any confirmation email you receive are not confirmation of entry. Donations made in this Sweepstakes may not be tax-deductible. It is the individual donor’s sole responsibility to determine the tax-consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice. **There is a limit of one entry and prize per person during the Promotion Period.**

Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor or Prize Provider may be disqualified at either of Sponsor’s or Prize Provider’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at either of Sponsor’s or Prize Provider’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s and Prize Provider’s satisfaction, the entry will be deemed ineligible. Sponsor and Prize Provider’s and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **PRIZE:** Two (2) winners will each receive one (1) invitation to a pre-gala committee party at Tim Gunn’s house (“the event”). The event will be on April 20, 2016. Neither Sponsor nor Prize Provider is responsible for any cancellations, delay or changes in dates, times, location, celebrities or any other changes with respect to the prizes. If any part of the prize is canceled or changed, or the winner is unable to attend for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in their entirety. It is winner’s sole responsibility to stay informed about the details including event location, time and any changes regarding the event. Winner is required to provide Sponsor and Prize Provider his/her name, residential addresses, telephone number, email address and winner must present valid photo ID (U.S. license or passport) upon request and at the event. In the event the winner engages in behavior at any time that Prize Provider determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Prize Provider reserves the right to terminate the prize, in whole or part and there will not be any substitution. Approximate Retail Value (“ARV”) is: Three Thousand dollars (\$3,000). Sponsor and Prize Provider reserve right to substitute prizes of equal or greater value. No substitution or transfer of prizes permitted by winner. Sponsor not responsible for prize utility, quality or otherwise. Taxes and fees and any other costs related to the prize, if any, are the sole responsibility of

winner. All prize details not specified in these Official Rules will be determined in each of Sponsor's and Prize Provider's respective sole and absolute discretion.

- 5. SELECTION OF WINNERS AND ODDS OF WINNING:** On or around April 18, 2016, Sponsor, Prize Provider or either of their representatives will conduct one random drawing (the "Drawing") from all eligible entries to determine Potential Winner(s). Entries are subject to verification and potential Winners are not declared final and shall not receive a prize until verified by Sponsor and Prize Provider. Sponsor and Prize Provider's decisions are final and binding on all matters relating to this Sweepstakes. Odds of winning depend upon the total number of eligible entries received. Any attempts to exceed the limit of number of entries into the Sweepstakes by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited and Sponsor and Prize Provider reserve the right, in their respective sole discretion, to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter this Sweepstakes.
- 6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential winner(s) will be notified by email within three (3) business days after verification by Sponsor or Prize Provider or either of their respective representative. Potential winner(s) are required to provide Sponsor and Prize Provider his/her name, residential address, telephone number, email address and valid photo ID (U.S. license, passport or similar proof of identity that is acceptable to Sponsor and/or Prize Provider in their sole discretion). An Entrant is not a winner of any prize unless and until the Entrant's eligibility has been verified and the Entrant has received notice from Sponsor that he/she has won the prize, even if the leaderboard or any other information on Sponsor's website indicates that an Entrant has won. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any participation in the Sweepstakes that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be honored. Potential winner(s) are required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release and a Form W9 concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. If the prize includes the option to bring a "guest", winner's guest is required to comply with the above requirements. If potential winner cannot be contacted within three (3) days, fails to return any and all requested documentation within ten (10) days, or is declared ineligible by Sponsor, in its sole discretion, he/she forfeits the prize in its entirety. Potential winners agree that Sponsor or Prize Provider may shorten these timelines for any reason. If potential winner forfeits a prize, Sponsor may, but is not required to, select one new potential winner.
- 7. Privacy and Publicity:** To enable participation in the Sweepstakes, Sponsor collects certain information from Entrants as provided in the CrowdRise Privacy Policy located at [www.crowdrise.com/about/privacy](http://www.crowdrise.com/about/privacy). For instance, if an Entrant provides the following information, Sponsor may share it with Prize Provider: name, email address, birth date, donation amount, date of transaction, transaction identification number and the name of the charity to whom a donation was made. Except where prohibited, participation in the Sweepstakes constitutes each winner's (and their guest(s), if applicable, consent to Sponsor's and its agents' use of winner's (and their guest(s), if applicable). Winners' name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission. Winners (and their guest(s), if applicable) irrevocably grant Sponsor and Prize Provider the royalty-free right to use, reuse, copy, publish, republish, broadcast or re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on Winner's participation in the Sweepstakes for any lawful purpose whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further

permission, consideration, or payment of any kind, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Challenge as Sponsor shall reasonably request from time to time, including without limitation permission to post winners' names on Sponsor's websites and to use winners' name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

- 8. GENERAL CONDITIONS:** This Sweepstakes is void outside the United States and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor or Prize Provider reserve the right to disqualify any Entrant if, in the sole discretion of any of them, such Entrant is not in alignment with Sponsor's or Prize Provider's values, has acted fraudulently in any way, prior, during or after the Sweepstakes, or if awarding a prize to the Winner could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or Prize Provider. Prize Provider will not award a prize to any Winner who has engaged in any abusive behavior. Fraudulent, abusive and any behavior in the realm of fraudulent or abusive are determined solely by the Sponsor or Prize Provider's and is not up to interpretation by any other party. Additionally, in such cases, if the Prize Provider already delivered a prize, they reserve the right to require the winner to return the prize.

Sponsor and/or Prize Provider reserve the right, in their sole discretion, to prohibit any person or organization from becoming or remaining an entrant for any reason, including without limitation: (i) any attempt by an entrant to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices; (ii) any Entrant violation of the Official Rules; or (iii) any Entrant acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or organization. Without limiting the foregoing, the use of automated software or computer programs to register or to enter the Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified.

Sponsor and/or Prize Provider reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor and Prize Provider will (if possible) select the winner based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but PRIZE PROVIDER SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS SWEEPSTAKES.

CAUTION. ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

All Entrants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply.

- 9. General Release and Limitation of Liability:** Entrants expressly agree to release and hold harmless Sponsor and Prize Provider 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 Sweepstakes or receipt, acceptance, possession, use or misuse of any prize awarded as part of this Sweepstakes, and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants 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 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, this Sweepstakes; (iii) any condition caused by events beyond the control of the Sponsor or Prize Provider that may cause the Sweepstakes or any results in the Sweepstakes to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Sweepstakes; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Sweepstakes; (vi) acceptance, possession, or use of any prize; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Sweepstakes; (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 entrant's email account to receive email messages or insufficient space on entrant's computer; and (ix) any alleged violation by Entrants 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.

Entrants acknowledge that Sponsor and Prize Provider 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 prize, including, but not limited to, its quality, mechanical condition, or fitness for a particular purpose. Any offer of points, rewards, prizes, or other benefits to Entrants from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor or Prize Provider, and neither have any responsibility for any such offer(s).

By accepting the prize, winner agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity.

- 10. Governing Law and Disputes:** Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any Challenge Grant 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 Entrants be permitted to obtain awards for, and Entrants 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.

- 11. WINNERS LIST:** For a list of the winners, email [felix@crowdrise.com](mailto:felix@crowdrise.com) and include the title of the Sweepstakes in your request. Requests must be submitted after the Sweepstakes has ended. The list will be sent to requesting parties after selection and verification of winners.
- 12. SPONSOR AND PRIZE PROVIDER:** The Sponsor is CrowdRise, 130 West 5<sup>th</sup> Street, Royal Oak, MI 48067 and is the fundraising platform administering the Sweepstakes. The Prize Provider is Fencing In The Schools, Inc.
- 13. QUESTIONS REGARDING THIS SWEEPSTAKES?** Send an email to [felix@crowdrise.com](mailto:felix@crowdrise.com)

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