

## GOFUNDME THANK-A-TEACHER CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST GOFUNDME, INC. TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST GOFUNDME, INC. 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 Thank-A-Teacher Contest (the “Contest”) begins at 11:59 p.m. PST on May 8, 2016 (the “Contest Start Date”) and ends at 11:59 p.m. PST on May 13, 2016 (the “Contest End Date”), such period referred to herein as the “Contest Period”. The Contest is sponsored by GoFundMe, Inc. (the “Contest Sponsor”). The Contest Sponsor’s computer is the official clock for the Contest.

GoFundMe is a Proud National Sponsor of PTA. National PTA does not endorse any commercial entity, product, or service. PTA is a Proud Promotional Partner of this donor match campaign.

**1. How to Enter:** To enter the Contest:

- (a) Create a campaign through the GoFundMe.com/ThankATeacher link (“Campaign”) provided by the Contest Sponsor;
- (b) When creating the Campaign, list a school teacher (including yourself, if you are a teacher) as the beneficiary of the Campaign and select the option to have the money raised from the Campaign to be withdrawn directly by the teacher;
- (c) Use the hashtag #ThankATeacher in the Campaign description; and
- (d) Make a good-faith effort to promote the Campaign to your social network and beyond.

By entering the Contest, you agree that you have read and will abide by these Official Rules. Limit of one (1) entry per entrant. Participation in the Contest is voluntary and does not require you to purchase anything from the Contest Sponsor. All entries are subject to the Contest Sponsor’s Terms of Service located at [www.gofundme.com/terms/](http://www.gofundme.com/terms/) and Privacy Policy located at [www.gofundme.com/privacy/](http://www.gofundme.com/privacy/).

**2. Prize:** The winners of the Contest will receive \$100 towards their Campaign. Winners will have created a Campaign within the Contest Period and raised over \$100, comprised of donations from at least five (5) unique Campaign donors, by or before the Contest End Date. Odds of winning are affected by the number of eligible entries received by the Contest Sponsor by the Contest End Date. The Contest Sponsor reserves the right to limit the Contest to the first one-thousand (1000) entrants. The \$100 prize will be deposited into the winner’s Campaign after June 1, 2016, but no later than June 15, 2016. There is no substitution or transfer of prizes allowed. In order to receive a prize, winner may be required to provide proof of identification or eligibility. All federal, state, and local taxes, if any, are the responsibility of the winner.

**3. Eligibility:** The Contest is open to (a) legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry and (b) legal entities incorporated or organized within the 50 United States or the District of Columbia. By participating in the Contest, each entrant accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that s/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor, its affiliates and subsidiaries, and their respective advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate

family members and persons living in the same household, are not eligible to participate in the Contest. CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, provincial/territorial and local laws and regulations. Entries that are submitted in connection with the Contest will only be eligible if (a) the entrant's Campaign, and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Contest Sponsor's sole discretion, and (b) the funds from the Campaign are being used, and will continue to be used, solely for the purpose of benefitting the teacher beneficiary.

**4. Selection of Winner:** All Contest winners and will be notified by the Contest Sponsor via e-mail. In the event that a potential winner does not accept the prize within two (2) business days of notification, the winner is ineligible, and the Contest Sponsor will not deliver the prize. The Contest Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s). The winners agree to the use of his/her/its name, address (by reference only to the state, province, county or region), likeness, and/or prize information by Contest Sponsor for promotional purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the potential winner may be required to sign and return a Publicity Consent and Liability Release.

**5. Conditions:** The Contest Sponsor and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim, to the fullest extent permitted by law) all liability arising from or relating to: (a) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Contest Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Contest Sponsor will select the winner from all eligible, non-suspect entries received prior to such occurrence. By participating in the Contest, participants and winner agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. 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.

**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 the Contest Sponsor, 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 and the Contest 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 AND THE CONTEST 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 THE CONTEST SPONSOR 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: The Contest Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the Contest Sponsor's support team at [kmadsen@gofundme.com](mailto:kmadsen@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 the Contest Sponsor should be sent to GoFundMe, Inc., Attn: Corporate Counsel, P.O. Box 1329, 855 Jefferson Avenue, 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 the Contest Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Contest Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Contest Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Contest 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 the Contest Sponsor 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, the Contest 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 6 and any term or condition in the GoFundMe Terms of Service located at [www.gofundme.com/terms/](http://www.gofundme.com/terms/), then the applicable term or condition in this Section 6 shall apply.

**7. Winners List:** For the first name, last initial, city and state of the winners or a copy of these Official Rules, send a self-addressed envelope within ninety (90) days of the Contest End Date to the Contest Sponsor (residents of Vermont and Washington may exclude postage).

**8. Contest Sponsor:**

GoFundMe, Inc.  
P.O. Box 1329  
855 Jefferson Avenue  
Redwood City, CA 94063

**9. Notice:** The Contest Sponsor reserves 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.

**10.** Copyright © 2016 GoFundMe, Inc. All rights reserved. GoFundMe and any associated logos are trademarks of the Contest Sponsor. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.