

**CLINTON GLOBAL INITIATIVE UNIVERSITY
COMMITMENTS CHALLENGE 2014
-RULES-**

The Clinton Global Initiative University Commitments Challenge (“CGI U Commitments Challenge” and “Challenge”) is governed by these Rules and the CrowdRise Terms and Conditions located at www.crowdrise.com/about/terms. These Rules and the CrowdRise Terms and Conditions shall be collectively referred to as the “CGI U Commitments Challenge Rules” or the “Challenge Rules.” In the event of a conflict between these Rules and the CrowdRise Terms and Conditions, these Rules govern and control only to the extent of such conflict. All Participants (defined herein) are subject to the Challenge Rules. A Participant includes anyone who participates in the Challenge, including donors, students invited by Clinton Global Initiative University to participate in the Challenge (“students” or “student teams”), fundraisers, fundraising teams, team members that may join the fundraising pages of the student teams or any other users of the CrowdRise platform that are involved in the Challenge in any manner.

1. Eligibility: The Challenge is open to students who received an invitation from Clinton Global Initiative University (“CGI U”) to participate in the Challenge and that meet the following qualifications: (a) 18 years of age or older with a Social Security Number, a US Bank Account and Routing Number (b) if they are under the age of 18 or do not have a Social Security Number, a US Bank Account and Routing Number, their participation is at the sole discretion of CrowdRise (c) fundraising page is available for donation(s) via the CrowdRise website without any customization of the CrowdRise platform or donation process, (d) fundraising page is in good standing under all applicable federal and state laws. Sponsor and CGI U reserve the right, in each of their respective absolute discretion, to exclude any student, fundraising team, fundraiser or participant they determine is inappropriate for any reason. To participate in the Challenge, the student must have a registered fundraising page on CrowdRise at www.crowdrise.com/CGIUCommitmentsChallenge. All donations made in connection with the Challenge are governed by the Challenge Rules.

2. Restrictions: The following restrictions govern the Challenge: (a) “Offline donations” will not be counted. These are donations received by a student team outside its Challenge fundraising page. This includes, but is not limited to, cash, checks and money orders. The only donations that will count toward the Challenge and appear on the Challenge leaderboard during the course of the Challenge are donations that are made to a student’s Challenge fundraiser that are successfully processed online through CrowdRise as determined by Sponsor in its sole discretion. (b) The limit on any one donation is one-hundred dollars (\$100). A donor may make multiple \$100 donations so long as the Challenge Rules are followed. For example, Donor A may donate \$100 to Student Team B’s fundraising page three times in Round One, may donate \$100 again to Student B two times in Round Two and may donate \$100 to Student B again in Round Five; (c) Donations made in one Round of the Challenge do not carry over to a subsequent Round of the Challenge; (d) Team members fundraising pages created in one Round of the Challenge do not carry over to a subsequent Round of the Challenge.

If a donation is mistakenly made to a student's fundraising page other than its CGI U Commitments Challenge fundraising page on CrowdRise (such as its birthday fundraiser or marathon fundraiser), Sponsor cannot transfer the donor's donation to that student's Challenge fundraising page. There will be no exceptions.

3. Challenge Period, Rounds One through Five and Donations: The Challenge begins at 12:00 PM Eastern on March 10, 2014, and ends on March 22, 2014 at 3:59:59 PM Eastern (the "Challenge Period"). The Challenge Period consists of five individual Rounds. The Rounds are separate and unique in that donations do not carry over from Round to Round. For example, a donation made in Round One will not contribute to the student's total raised in Round Two. The Rounds are scheduled as follows:

Round One: March 10, 2014 at 12:00pm ET – March 13, 2014 at 2:59:59pm ET

Round Two: March 14, 2014 at 12:00pm ET – March 17, 2014 at 2:59:59pm ET

Round Three: March 18, 2014 at 12:00pm ET – March 19, 2014 at 2:59:59pm ET

Round Four: March 20, 2014 at 12:00pm ET – March 21, 2014 at 11:59:59AM ET

Round Five: March 21, 2014 at 4:00pm ET – March 22, 2014 at 3:59:59pm ET

Donors may donate to a student's Challenge fundraising page at any time during the Challenge Period. Donations are counted towards the Challenge after such donation has been successfully processed as determined by Sponsor in its sole discretion.

Donations can take time to process and the only donations that count toward the Challenge are donations that are successfully processed before the end of the Round as determined by Sponsor in its sole discretion.

The amount of donations listed on the Challenge leaderboard or on the scrolling list of donations on any particular student's Challenge fundraising page do not constitute the official donation results and are subject to confirmation by Sponsor before such donations are included in the final official Challenge leaderboard results.

4. Leaderboard and Donation Scroll Box: During the Challenge, CrowdRise will provide on its website's Challenge page here: <http://www.crowdrise.com/CGIUCommitmentsChallenge> a leaderboard for the Challenge which will track the amount of donations made to teams online via the CrowdRise platform during the Challenge Period. The leaderboard is provided to provide Challenge participants with a general idea of how much money they have raised online compared to other participants during the Challenge Period. CrowdRise also provides a donation scroll box on each Challenge fundraising page that provides the names of donors (or an anonymous notation) and may show the amounts donated. CrowdRise will make reasonable efforts to update and maintain the accuracy of the leaderboard and donation scroll box as a convenience to Challenge participants; however, CrowdRise makes no representations or warranties that the leaderboard or donation scroll box will be updated on a real-time basis; will always be accurate; or represents the official standings or results of the Challenge. The leaderboard and the donation scroll lists are unofficial tallies of the

amounts of donations for the Challenge and may not accurately reflect the official standings in the Challenge based on a variety of factors. All Challenge participants expressly acknowledge and agree to these limitations; agree that they have no claim whatsoever against the Sponsor based upon information in either the leaderboard or donation scroll box; and that neither the leaderboard or the donation scroll represents official results of the Challenge until Sponsor expressly announces the final results and winners.

5. Determination of Winners of Rounds One-Five and Winner of Challenge:

There are five Rounds in the Challenge.

Round One: In Round One, a maximum of thirty-two student teams will compete. The sixteen (16) participating student teams that raise the greatest amounts of money online on a Challenge fundraising page during the Round and are in compliance with the Challenge Rules will be considered the winners of Round One and proceed to Round Two of the Challenge. Winning student teams' totals are reset to zero dollars at the start of each new Round.

Round Two: In Round Two (the "Top Sixteen"), 16 student teams are paired by Sponsor, at Sponsor's sole discretion, and compete against one another. So, for example, Student Team A competes against Student Team B. Student Team C competes against Student Team D, etc. If Student Team A raises a greater amount of money online than Student Team B, Student Team A will proceed to Round Three. If Student Team C raises a greater amount of money than Student Team D, Student Team C will proceed to Round Three. There will be eight winners of Round Two who will proceed to the third Round of the Challenge. Winning student teams' totals are reset to zero dollars at the start of each new Round.

Round Three: In Round Three (the "Top Eight"), 8 student teams are paired by Sponsor, at Sponsor's sole discretion, and compete against one another in the same format as Round Two. The four winners of Round Three will proceed to Round Four of the Challenge. Winning students teams' totals are reset to zero dollars at the start of each new Round.

Round Four: In Round Four (the "Top Four"), there will be two pairs of student teams competing against one another. The two winners will proceed to the final Round Five of the Challenge where a winner of the overall Challenge will be declared. Winning student teams' totals are reset to zero dollars at the start of each new Round.

Round Five: In Round Five (the "Championship"), two student teams will compete against one another for the greatest amount of dollars raised. The student team that raises the greatest amount of money online on his/her Challenge fundraising page during the final Round five and is in compliance with the Challenge Rules will be considered the 1st place winner of the Challenge. In the event of a tie for the greatest amount of

money raised in the final Round five, there will be two 1st place winners. This is the only round in which, in the event of a tie, there may be two 1st place winners.

In the event of a tie in Rounds One, Two, Three or Four, the winners will be determined as follows: (a) The student team(s) to get the greatest number of individual donations (not dollars) will be the winner amongst the student teams that tied; (b) If the student teams are still tied because they received the exact same number of donations (not dollars), there will be a coin flip, held by Sponsor, in a manner determined by Sponsor. The Challenge Rounds will never exceed the number of student teams permitted in each Round. Round One has a maximum of 32 student teams; Round Two has a maximum of 16 student teams. Round Three has a maximum of 8 student teams. Round Four has a maximum of 4 student teams and the final Round Five has a maximum of 2 student teams.

Student teams may ask friends, family and others to join their fundraising team and help them raise money with them (i.e. friend to friend fundraising). These are a student teams' Team Members. Team Members totals roll up into the student team's overall total. Team members' fundraising pages will not carry over into any subsequent Round. Team members may join a student's team again in a subsequent round, giving them a new fundraising page with a total of zero dollars.

The amount raised by a student team is equal to the gross amount of bona fide donations generated online on its Challenge fundraising page during the Challenge Period. For example, if Student Team A raises \$10,000 online and Student Team B (A & B are a pair) does not raise more than that, Student Team A would win so long as Student Team A is in compliance with the Challenge Rules.

All amounts and donations are subject to verification by Sponsor, who has absolute discretion to determine whether a donation qualifies under the Challenge Rules. The decisions of Sponsor are final and binding. Any donations made outside the Challenge fundraising page are not included. If there are not enough student teams participating, Sponsor determines the student teams that advance to the next round, in their sole discretion. The pairing of the student teams is in Sponsor's sole discretion. The number of Rounds may change, at the sole discretion of the Sponsor.

6. Announcement of the Winner: The winner of the Challenge may be announced onstage by President Bill Clinton at CGI U 2014 at Arizona State University on March 22, 2014.

7. Privacy and Publicity: To enable participation in the Challenge, Sponsor collects certain information from Participants as provided in the CrowdRise Privacy Policy located at www.crowdrise.com/about/privacy. For instance, if a Participant provides the following information, Sponsor may share it with CGI U: name, email address, birth date, donation amount, date of transaction, transaction identification number and the name of the student to whom a donation was made. By participating in the Challenge, all Participants agree that CrowdRise may use the name, likeness, and any biographical information provided for

promotional purposes. 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 winner's name and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law.

8. General. By participating in the Challenge, each eligible student, fundraiser, team member and donor and anyone else that participates (collectively, "Participants") agrees to the Challenge Rules and the decisions of Sponsor. Participants expressly agree to release and hold harmless Sponsor and CGI U from and against any claim or cause of action arising out of participation in the Challenge or receipt or use of any award, honor, or prize hereunder, and agree that neither Sponsor nor CGI U are 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; (iii) any condition caused by events beyond the control of the Sponsor or CGI U that may cause the Challenge or any results in the Challenge to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Challenge; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Challenge; (vi) acceptance, possession, or use of any grant or award, honor or prize, if any; (vii) claims based on publicity rights, defamation, or invasion of privacy relating to participation in the Challenge; and (viii) any alleged violation by Participants of any law, regulation, or right held by a third party. Participants irrevocably grant Sponsor and CGI U the royalty-free right to use, reuse, copy, publish, republish, broadcast, re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit any materials and information based on Participants participation in the Challenge for any lawful purposes whatsoever in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment, unless prohibited by law.

Sponsor or CGI U reserve the rights to disqualify any Participant or student if, in either of their sole discretion, such Participant or student is not in alignment with Sponsor's or CGI U's values or if awarding a prize or honor of any kind to the student could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor or CGI U. Additionally, in such case, if the Sponsor or CGI U have already delivered a prize or honor of any type to the student, they reserve the right to require the student to return the prize or honor so that it may be awarded to an alternate winner based on the criteria in paragraph 6 above.

Sponsor or CGI U reserve the right, at its sole discretion, to prohibit any person or student from participating in the Challenge or to disqualify any person or student found to be tampering with the process or the operation of the Challenge; to be attempting to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices; to be acting in violation of the Challenge Rules; or to be acting

in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or student.

Sponsor may adjust the times and dates reflected in these Challenge Rules or suspend or discontinue the Challenge, if in its sole opinion there is any actual or suspected tampering of the Challenge, or any other malfunction, event or activity that may affect the integrity of the Challenge. If the Challenge is terminated before any of the designated end dates, Sponsor will (if possible) select the winner(s) based on eligible, non-suspect results received as of the date of the event giving rise to the termination, but CGI U SHALL NOT BE OBLIGATED TO PROVIDE ANY AWARD, PRIZE OR HONOR OF ANY KIND THAT RELATES TO OR ARISES OUT OF CHEATING, IMPROPER OR MISTAKEN NOTIFICATION, OPERATION, OR FUNCTION OF THIS CHALLENGE.

BY PARTICIPATING IN THE CHALLENGE IN ANY WAY, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY AWARD, PRIZE OR HONOR, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

By participating in the Challenge, Participants: (a) agree to release Sponsor and CGI U and their respective parent companies, employees, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies, and related entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Challenge, or the acceptance, possession, use or misuse of any award, prize or honor and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (b) consent to the use of their names, voices, pictures, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (c) acknowledge that Sponsor has neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any award, prize, or honor, including but not limited to its quality, mechanical condition, or fitness for a particular purpose.

In no event shall the Sponsor or CGI U be liable for attorney's fees. Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Any offer of points, rewards, prizes, or other benefits to donors from any celebrity or any other person with a fundraising page is from the fundraiser, not from Sponsor and Sponsor has no responsibility for any such offer(s).

9. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of the Challenge, or the rights and obligations of any Participant, shall be governed by, and construed in accordance with, the laws of the State

of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction). Any disputes will be resolved exclusively in the state or federal courts in Delaware, and all participants consent and waive any objection to such jurisdiction for said purposes.

10. Winners List: To obtain list of winners, send an email to CGIU@CrowdRise.com with the following subject line: "Please send the winners list for the CGIU Commitments Challenge." A request for the winners list must be received by March 22, 2014. The list will be sent to requesting parties after selection and verification of winners.

11. Sponsor: CrowdRise, which is located at 301 West 4th Street, Suite 440, Royal Oak, MI 48067 is the Sponsor of the Challenge and solely responsible for the Challenge rules, the administration of the Challenge and compliance with local, state or federal laws regarding the Challenge.

12. QUESTIONS REGARDING THE CHALLENGE? Send an email to CGIU@CrowdRise.com.