INNOVATE FOR GOOD CHALLENGE OFFICIAL RULES

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

PROMOTION DESCRIPTION: This is a skill-based contest. The Contest is named the Innovate for Good Challenge, brought to you by Independent Sector (the "Contest" or "Promotion") and will take place from **Tuesday, August 20, 2019 to Friday, October 18, 2019**. The intent of the Contest is to invite participants to submit their technology innovations that drive increased social impact, with a specific focus on innovations that employ the new I.T. - artificial intelligence, blockchain, and extended reality (the "Contest Entry"). Each Contest Entry must clearly reflect the judging criteria, as defined below and participants must be available to attend Upswell Chicago November 13 -15, 2019. The Contest will include three rounds of judging. The first round will determine Semi-Finalists ("Contest Semi-Finalists"), the second round will determine twelve (12) Finalists ("Contest Finalists") and the third round to determine one (1) Contest First Prize Winner") and one (1) Contest Third Prize winner (the "Contest Second Prize Winner"), as further described herein.

By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Independent Sector (the "Sponsor"), which shall be final and binding in all respects.

ELIGIBILITY: The Promotion is only open to organizations of the 50 United States, including the District of Columbia and Puerto Rico ("Participant"). Void in Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Eligible Participants must also be organizations planning to or are using a new I.T. to further their mission, must provide social impact solutions applying new technology in the areas of artificial intelligence, blockchain, and/or extended reality, must have a charitable or social mission/purpose (including nonprofits, foundations, B-Corporations, and social purpose businesses and must be available to attend Upswell Chicago November 13 -15, 2019. Employees of the Sponsor and its respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

TIMING: The Promotion begins at 7:00:00 AM Pacific Day Time ("PT") on Tuesday, August 20, 2019 and ends at 11:59:59 PT on Friday, October 18, 2019 (the "Promotion Period") and consists of four (4) periods: the Contest Entry Period, Round 1 Judging & Semi-Finalist Determination Period, Round 2 Judging & Finalist Determination Period and Round 3 Judging & First, Second and Third Prize Winner Determination Period as defined in the chart below. The Sponsor's computer is the official timekeeping device for this Promotion.

Periods	Start Time	End Time
		September 25, 2019 @ 11:59:59 PM
Contest Entry Period	August 20, 2019 @ 7:00:00 AM PT	PT

Round 1 Judging & Semi-		
Finalist Determination		
Period and Notification	Thursday, September 26, 2019	Tuesday, October 1, 2019
Round 2 Judging &		
Finalist Determination		
Period	Thursday, October 10, 2019	Friday, October 10, 2019
Round 3 Judging & First,		
Second and Third Prize		
Winner Determination		
Period	Friday, October 18, 2019	Friday, October 18, 2019

PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

- Contest First Prize: One (1) Contest First Prize Winner will receive a \$20,000 cash awarded in the form of a check to the Contest First Prize, winning organization and will receive up to \$50,000 in professional services from Accenture to help support the winning solution. The maximum total ARV of the Contest First Prize is \$70,000.
- **Contest Second Prize:** One (1) Contest Second Prize Winner will receive a \$5,000 cash awarded in the form of a check to the Contest Second Prize winning organization. **The maximum total ARV of the Contest Second Prize is \$5,000**.
- Contest Third Prize: One (1) Contest Third Prize Winner will receive a \$1,000 cash awarded in the form of a check to the Contest Third Prize winning organization. The maximum total ARV of the Contest Third Prize is \$1,000.
- Contest Finalist Prizes: Twelve (12) Contest Finalists will each receive one (1) complimentary
 registration for Upswell in Chicago from November 13-15, 2019 and will have the opportunity to
 demo/share their new I.T. solution/idea at Upswell Chicago. The total ARV of each Contest
 Finalist Prize is \$1,250.00. No airfare, transport, or hotel accommodations are included, and all
 other costs of travel and participation will be the responsibility of the Contest Finalist.

The total ARV of all prizes to be awarded: \$91,000.00.

THE CONTEST ENTRY PERIOD & HOW TO ENTER THE CONTEST: The Contest Entry Period begins at 7:00:00 AM PT on Tuesday, August 20, 2019 and ends at 11:59:59 PM PT on Wednesday, September 25, 2019. During the Contest Entry Period, visit independentsector.org/programs/tech-for-common-good/innovate-for-good-challenge (the "Promotion Website"), follow the instructions to complete the contest nomination and application form and submit (the "Contest Entry"). If you have difficulty with the application link or application itself, please reach out to innovateforgood@independentsector.org.

All Contest Entries must be received between Tuesday, August 20, 2019 at 7:00:00 AM PT and Wednesday, September 25, 2019 at 11:59:59 PM PT. There is a limit of one (1) Contest Entry per organization. Each Contest Entry must include a nomination and application. If a Participant submits multiple Contest Entries, the last one submitted will be reviewed by the judges and all other previously Contest Entries submitted by the corresponding Participant will be disqualified.

Once a Contest Entry is submitted it cannot be modified by a Participant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

ENTRY REQUIREMENTS & CONDITIONS: All Contest Entries must comply with the following minimum guidelines to be eligible:

- Participant will be available and able to attend Upswell Chicago November 13 -15, 2019.
- Participant will be available for the Round 2 virtual 3-minute presentation and 3-minute Q&A, which will be held on October 10, 2019.
- Participant will be available for the Round 3 virtual 5-minute presentation and 5-minute Q&A, which will be held on October 18, 2019.
- Submissions are welcome in whatever format, style, etc. the participant believe best represents their innovative tech-based tools and solutions and is most responsive to the application questions. Initial review time will be limited to ten (10) minutes per application by judges thus submissions should be framed accordingly. Submissions must be entered using the application form link provided with all mandatory questions completed. The participant must submit their contact information on the nomination form to receive the application form link.
- Sponsors reserve the rights to disqualify any entry for any reason, in its sole and absolute discretion.
- Entry will be accepted in English language only.
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once Entry has been submitted, it cannot be modified or deleted by Participant.
- Each submitted Entry must be original.
- No duplicate Entry or substantially similar Entry, as determined by the Sponsor's in its sole discretion, may be submitted.
- Entry cannot promote any activities that may appear unsafe or dangerous.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs or tobacco.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethic, racial, gender, religious, professional or age group.
- Entry cannot violate any patent, trademark, copyright, or other intellectual property right of another party.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

 Entry cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting a Contest Entry, the Participant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Contest Entry.

By submitting an Entry, Contest Participant warrants and represents that: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtain permission from a person who's name, likeness or voice is used in the Entry; (f) and that publication of the Entry via various media including Web posting, will not infringe on the rights any third party rights; and (g) Contest Participant will indemnify and hold harmless the Sponsor and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Contest Entry, or Contest Participant's conduct in creating the Contest Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

ROUND 1 JUDGING & SEMI-FINALIST DETERMINATION AND NOTIFICATION: Round 1 Judging & Semi-Finalist Determination and Notification Period will begin on Thursday, September 26, 2019 and be completed on Tuesday, October 1, 2019. All eligible Entries received during the Contest Entry Period will be judged by a panel appointed by the Sponsor, who shall use the criteria set forth below:

Criteria	Weight	Description
Mission Alignment and Impact	25%	 How does this solution further the organization's mission? How many does this solution touch? Does the solution demonstrate how value can be realized and measured? Does the solution have a strong value proposition and impact to stakeholders?
Viability of Solution	35%	 Does the submission outline a sound process for implementation? Does the submission provide a proof of concept or has the solution been micro-piloted? Had adequate research and strategic planning been done in creating this proposal? Does this idea already have investors? Is there excitement around this idea? Is this idea feasible and scalable? What resources and investments does the organization have to utilize? Does the submission make a strong business case providing details on case vs. values/impact?

Criteria	Weight	Description
Innovation and Creativity	20%	 How is the proposed solution innovative and disruptive? Does the solution include novel approaches to the challenge it is trying to address? Does the solution foster creativity or deliver a solution breaking norms?
Diversity, Equity, Accessibility, and Inclusion	20%	 Does the solution provide a component of sustained support for advancing diversity, equity, accessibility, and inclusion? Does the solution create access or remove barriers as it relates to diversity, equity, accessibility, and inclusion? Does the solution raise awareness of diversity, equity, accessibility, and inclusion? Does the solution have the capacity to catalyze system level change in the areas of diversity, equity, accessibility, and inclusion?

Contest Entries that receive an aggregate judging score or 7.0 or higher will be deemed a potential Semi-Finalist.

<u>Contest Semi-Finalists will be notified on or about Tuesday, October 1, 2019 via email, and will be required</u> to reply to the email and confirm availability for 1) online pitch-dates and 2) ability to attend Upswell, within forty-eight (48) hours of notification. Noncompliance will result in disqualification. Non-winning Contest Finalists will be notified.

ROUND 2 JUDGING & FINALIST DETERMINATION AND NOTIFICATION: Round 2 Judging & Finalist Determination will consist of a virtual 3-minute presentation and 3-minute Q&A (Question and Answer period), which will be held on October 10, 2019. Presentations will focus on the concept/idea including why it is exciting and innovative. Any and all materials must be submitted by 7 AM PT October 10, 2019. For Round 2, Semi-Finalists will have a mentor from Independent Sector's network to provide guidance and answer questions Semi-Finalists have, within reason.

Semi-Finalist Entries in Round 2 will be judged on their presentation and answers to the questions by a panel of Independent Sector and Accenture leaders as well as other industry leaders, who shall use the criteria set forth below:

Criterion A: Pitch focus – explains their concept/idea including why it is exciting and innovative AND				
responds effectively during the 3 minute Q&A.	50%			
Criterion B: Mission Alignment and Impact	12.5%			
Criterion C: Viability of Solution	17.5%			
Criterion D: Innovation and Creativity	10%			
Criterion E: Diversity, Equity, Accessibility, and Inclusion	10%			

The twelve (12) Semi-Finalist Contest Entries that receive the highest aggregate judging score based on the judging criteria will each be deemed a potential finalist. In the unlikely event of a tie, the tied Semi-Finalist Contest Entry with the highest score in Criterion A, Pitch Focus, will be deemed the potential

finalist. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential finalists from among the tied entries, the highest scores in each of Criteria B through E, in sequence (to the extent needed) will determine the potential finalists. In the event additional tiebreakers are needed, the tied Semi-Finalist Contest Entry with the highest score in Mission Alignment and Impact, from Round 1 will be deemed the potential finalist. If additional tie breakers are still needed the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A Round 1 determining the potential finalists from among the tied entries, the highest scores in each of Criteria B Round 1 through D Round 1, in sequence (to the extent needed) will determine the potential finalists. In the event additional tiebreakers are still needed, all tied Semi-Finalist Contest Entries will be judged by a separate panel of judges using the judging criteria above in Round 1.

The Contest Finalists will be notified on or about Friday, October 11, 2019 via email, and will be required to sign and return, within seventy-two (72) hours of notification, the Releases and a W-9 Form and confirm availability for 1) Round 3 online pitch-date and 2) ability to still attend Upswell. Noncompliance will result in disqualification and the Contest Finalist who received the next highest score will be deemed a potential Contest Finalist and will be notified. Non-winning Contest Finalists will be notified.

ROUND 3 JUDGING & FIRST PRIZE, SECOND PRIZE AND THIRD PRIZE WINNER DETERMINATION:

Round 3 Judging & First, Second and Third Prize Winner Determination will consist of a virtual 5-minute presentation and 5-minute Q&A (Question and Answer period), which will be held on October 18, 2019. Presentations will expand from the Semi-Finalist pitch to include the impact, implementation and how the participant will use the award. Any and all materials must be submitted by 7 AM PT October 18, 2019. During this round, the Finalists will be provided another mentor from Accenture's network to provide guidance and answer questions, within reason. The final round will be judged by a panel of Independent Sector and Accenture leaders as well as other industry leaders.

Semi-Finalist Entries in Round 2 will be judged on their presentation, including the impact, implementation and how the participant will use the award and answers to the questions by a panel of Independent Sector and Accenture leaders as well as other industry leaders, who shall use the criteria set forth below:

Criterion A: Pitch focus - expands on their presentation from the Semi-Finalist pitch to				
address the impact, implementation, and how the participant will use the award AND				
responds effectively during the 5 minute Q&A.	50%			
Criterion B: Mission Alignment and Impact	12.5%			
Criterion C: Viability of Solution	17.5%			
Criterion D: Innovation and Creativity	10%			
Criterion E: Diversity, Equity, Accessibility, and Inclusion	10%			

The Finalist Contest Entries that receive the highest aggregate judging score based on the judging criteria will be deemed a potential Contest First Prize Winner, the second highest aggregate judging score will be will be deemed a potential Contest First Prize Winner and the third highest aggregate judging score will be will be deemed a potential Contest Second Prize Winner. In the unlikely event of a tie, the tied Finalist Contest Entry with the highest score in Criterion A, Pitch Focus, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criteria B through E, in sequence (to the extent needed) will determine the potential winner. In the event additional tiebreakers are needed, the tied Finalist Contest Entry with the highest score in Criteria B through E, in sequence (to the extent needed) will determine the potential winner. In the event additional tiebreakers are needed, the tied Finalist Contest Entry with the highest score

in Criterion A, Mission Alignment and Impact, from Round 1 will be deemed the potential winner. If additional tie breakers are still needed the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A Round 1 determining the potential winner from among the tied entries, the highest scores in each of Criteria B Round 1 through D Round 1, in sequence (to the extent needed) will determine the potential winner. In the event additional tiebreakers are still needed, all tied Finalist Contest Entries will be judged by a separate panel of judges using the judging criteria above in Round 1.

CONTEST FIRST, SECOND AND THIRD PRIZE WINNER NOTIFICATION & CONTEST PRIZE

ACCEPTANCE REQUIREMENTS: The potential Contest First, Second and Third Prize Winners will be notified during Upswell Chicago between Wednesday, November 13 to Friday, November 15, 2019 via live awards presentation ceremony. The identified Contest First, Second, and Third Prize Winners will be required to sign and return, within seventy-two (72) hours of notification the required Releases. Noncompliance will result in disqualification and the Contest Finalist who received the next highest aggregate judging score will be deemed the potential corresponding Contest First, Second or Third Prize Winner and will be notified via email. The Contest First, Second and Third Prizes will be awarded within approximately 45 days after verification. Non-winning Contest Finalists will be notified.

PRIZE CONDITIONS: If any notification or prize is returned as undeliverable, or if potential semi-finalist, finalist or winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. No airfare or hotel accommodations are included, and all other costs of travel and participation will be the responsibility of the Contest Finalist. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Contest First, Second, Third and all Finalists Prize winner will be required to furnish his/her business EIN or Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Finalists/Winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

By accepting a Contest Finalist Prize, Contest First, Second or Third Prize, you further agree to release the Promotion Entities from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

Upswell registration is not redeemable for cash and will not be replaced if lost or stolen. Registration is subject to Upswell complete terms and conditions. Prize must be used on dates specified or prize will be forfeited. In the event that Upswell does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole

responsibility will be to award the remaining portion of the First, Second or Third Prize and no additional substitution or compensation will be provided.

GENERAL: Participating Participants agree to these Official Rules and the decisions of the Sponsor, and release and hold the Sponsor and its affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Participants waive all rights to claim punitive, incidental and consequential damages. Semi-Finalists/Finalists/Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

At no point during the contest, the scores will be revealed to the contest participants and will remain confidential with the Sponsors. No queries shall be entertained from the contest participants on the scores allocated to the entries by the Sponsors.

No confidential relationship is established by any Contest Participant and the Sponsor as a result of participating in the Promotion. None of the information submitted by the Contest Participant will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit a Contest Entry on a given day may be received, only the last complete Contest Entry received from a particular Participant will be eligible; previous attempts by the same person to Enter, including entries submitted with an alternate email address or identity will be disgualified. In the event of a dispute over the identity of a Participant submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Contest Participant from which the entry is submitted. Authorized Account Holder means the natural person to whom the email address is registered. Any Participant or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Promotion Entities are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Participant's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disgualification from the Promotion. Sponsor reserves the right to: (i) permanently disgualify from any Promotion it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion). If, for any reason, the Promotion is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the

Promotion. Sponsor is not responsible if the Promotion cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the Entry process or the operation of the Promotion. Sponsor reserves the right to disqualify any Entry process or the operation of the Promotion. Sponsor reserves the right to disqualify any Participant at any time during the Promotion Period that may be found ineligible.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Participant or winner and void any Contest Entries of said person.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN PARTICIPANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

<u>GOVERNING LAW AND LIMITATION OF LIABILITY</u>: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Participants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Washington County, DC and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this

Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Washington, DC. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Washington, DC. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: Personal information collected from Participants are subject to the Sponsor's Privacy Policy, which can be found at https://independentsector.org/privacy/.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see

independentsector.org/programs/tech-for-common-good/innovate-for-good-challenge or send a selfaddressed, stamped envelope by October 18, 2019, to: **Innovate for Good Challenge** <u>Official Rules</u> <u>Request</u>, 1602 L Street NW, Suite 900, Washington, DC 20036.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after November 15, 2019), send a stamped, self-addressed envelope (no later than December 31, 2019), to: **Innovate for Good Challenge** <u>Winner Confirmation Request</u>, 1602 L Street NW, Suite 900, Washington, DC 20036.

SPONSOR: Independent Sector, 1602 L Street NW, Suite 900, Washington, DC 20036

Void in Guam, the U.S. Virgin Islands outside the US and wherever else prohibited by law.