

**GOOD Worldwide, LLC**  
**Fix Your Streets Challenge**  
**OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED

The GOOD Fix Your Streets Challenge (the “*Contest*”) is an online promotion to award the prizes described below. In order to participate in the Contest, applicants must submit ideas, concepts, images, designs, and/or other materials and information, as described in detail below (collectively, the “*Application*”), to GOOD Worldwide, LLC (“*GOOD*”) in accordance with the terms and conditions specified herein (such applicants become “*Participants*”).

BY PARTICIPATING IN THE CONTEST, YOU BECOME A PARTICIPANT AND AGREE TO GOOD’S TERMS AND PRIVACY POLICY AVAILABLE AT WWW.GOOD.IS (THE “*SITE*”). IN ADDITION, YOU UNDERSTAND AND AGREE THAT YOUR APPLICATION AND THE PERSONAL INFORMATION COLLECTED FROM YOU MAY BE STORED BY GOOD AND THAT YOU MAY BE CONTACTED IN CONNECTION WITH THIS CONTEST OR SIMILAR CONTESTS BY GOOD OR ANY OTHER ENTITY INVOLVED IN THE CONTEST. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“*OFFICIAL RULES*”).

**1. Eligibility.** The Contest is open to residents of the fifty United States and the District of Columbia who are eighteen (18) years of age or older as of the beginning of the Contest Period (defined below), and all Participants in the Contest must meet these residency and age requirements. Employees of GOOD; its subsidiaries; its advertising, promotion, fulfillment, or other coordinating agencies; (collectively, the “*Contest Entities*”) and their respective immediate family members and persons living in their same household, whether related or not; are not eligible to submit an Application or become a Participant in the Contest. Although GOOD may use mechanisms to verify the eligibility of Participants and Winners (defined below), GOOD is under no obligation to verify the eligibility of any particular Participant or Winner or to take any corrective action as a result of such verification of eligibility.

**2. Contest Period.** The opportunity to participate in the Contest begins at 11:00 AM PT on May 22, 2013 (the first date and time Applications may be submitted) and ends at 11:59 PM PT on June 2, 2013 (the last date you can submit an application) (the “*Contest Period*”).

**3. Prize.** After the Contest Period, a panel of judges made up of staff members of GOOD (the “*Judges*”) will select one (1) Participant that, subject to the terms and conditions herein, will be the “*Winner*” and will be awarded the following prize(s) (each a “*Prize*”): (1) a subscription to GOOD Magazine, (2) a GOOD t-shirt, and (3) a mention in the Fall issue of GOOD Magazine. The fair market value of the prizes is \$50.

The Winner(s) will be announced by GOOD on or before June 12, 2013 via the Site. Failure to respond to this notification within the specified time period or to follow the terms and conditions of these Official Rules may cause GOOD to disqualify a Winner (with the Winner forfeiting any Prize or Grant). In such case, GOOD may select an alternate Winner.

**4. How to Submit an Application.** During the Application Period, go to the Site and follow the directions to submit an Application to become a Participant in the Contest. Your Application must contain text that describes how you improved your street. It must contain an after photo, representing the completion of your project. It may contain both a before and after photo detailing the phases of your street improvement project. Individuals, groups, and organizations are eligible to submit Applications.

All Applications may be reviewed for compliance with these Official Rules; however, such review does not

relieve Participant from responsibility for compliance with these Official Rules, and Participant will have sole liability for all third-party claims relating to or regarding the content of the Application. Participants and Applications that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by GOOD in its sole and absolute discretion may be disqualified at any time without notice.

## **5. Application Content Guidelines.**

### **Applications MUST:**

- be in English; and
- describe what you did to fix your street
- contain an after photo showing the improvement to your street

### **Applications MUST NOT:**

- suggest legalization of any illegal drugs/activity, prostitution or pornography, or other illegal activities or goods;
- challenge, lobby for, or seek to change current laws, enact any new laws, or overthrow any government;
- be inconsistent with these Official Rules;
- suggest or encourage the taking up of arms against any person, government, or entity;
- discriminate against, disparage, or denigrate on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, physical or mental disability, language, or any other ground prohibited by applicable legislation;
- disparage or denigrate a product, service, person, company, or organization including, but not limited to, GOOD or any other Contest Entity;
- encourage the cessation of or act to negatively impact a business or enterprise;
- promote alcohol, illegal drugs or activity, tobacco, firearms/weapons, prostitution, or pornography;
- contain any profanities, be overtly sexual, suggest an intent to abuse, or contain suggestions of violence;
- involve religious advocacy or proselytizing, defined as acts and intentions to advance a religious denomination or expand membership or encourage conversion;
- involve political advocacy such as acts and intentions to advance a particular political party or candidate or to support lobbying for any particular party, candidate, and/or cause, or to expand membership or to encourage membership for a particular political party, candidate, or lobbying effort;
- describe a project that directly or principally benefits the Participant or any other specific individual (as opposed to the identified community as a whole);
- describe a project with a purpose of re-granting potential Grant funds to another organization(s);
- feature any third-party commercial products and/or company trademarks, logos, brands, or endorsements (including but not limited to third-party logos on street scenes, panoramic views, vehicle license plates, or clothing, such as t-shirts or hats); an Application may contain the name and trademark of an organization to be benefited by a Prize or Grant, provided prior permission has been obtained from such organization;
- use individuals' names, in whole or in part, without permission; or
- contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.

Applications must: (i) be original and of Participant's own creation, and (ii) not violate the intellectual property or proprietary rights of other parties.

Once submitted, an Application will not be returned. GOOD may, in its sole and absolute discretion, reject,

refuse, remove, delete, and/or disqualify or disallow any Application that GOOD, in its sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Official Rules. If GOOD or any Contest Entity, at any time during the Contest Period, receives a complaint (including but not limited to a cease-and-desist letter, general letter of complaint, etc.) alleging intellectual property infringement in a Participant's Application, GOOD may, in its sole and absolute discretion, remove such Application from the Site and disqualify the Application without prior notice to Participant.

**6. Winner Selection.** After the Contest Period, the Judges will evaluate and judge each Application and select one (1) Winner based on the following judging criteria:

- Creativity
- Effectiveness
- Quality of photo(s)

The Judges, in their sole discretion, will make the final determination as to which Participant will receive the Prize. The Judges are under no obligation to review or consider the similarity of any Applications in determining the Winner(s). GOOD's decisions, in its sole and absolute discretion, are final and binding in all matters relating to the Contest.

Any potential Winner may be required to complete and return to GOOD the Winner Documents described below in Section 9 to avoid being disqualified as a Winner and forfeiting any Prize(s). No substitution of any Prize is offered, except at the sole and absolute discretion of GOOD. Any Prize is non-transferable or redeemable for cash. GOOD, UPS, and the Contest Entities are not responsible for a lost or stolen Prize.

GOOD may require a potential Winner to complete winner documents, such as a prize agreement ("**Prize Agreement**"), as a condition to receiving any Prize or Grant and to avoid disqualification as a Winner. No substitution of a Grant or Prize is offered, except at the sole and absolute discretion of GOOD. Any Grant is non-transferable. Neither GOOD nor any other Contest Entity is responsible for a lost or stolen Prize or Grant.

**9. Taxes.** There may be some tax implications for the Winner(s). GOOD recommends that Participants review their Application with their legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a Prize or Grant as part of the Contest. If there is any tax liability, it will be the sole responsibility of the Winner(s).

**10. Grant of Rights to GOOD.** Submission of an Application constitutes Participant's certification that the Application is Participant's own original work and Participant represents and warrants that the Application does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks. By submitting an Application, Participant hereby irrevocably grants GOOD and its successors and assigns an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use, copy, transmit, or otherwise distribute, perform, modify, create derivative works based upon, incorporate into other works, publicly perform, and display the Application or any portion thereof, in or through any medium, whether now known or hereafter created. Nothing herein will constitute an employment, joint venture, or partnership relationship between Participant and GOOD. Participant also irrevocably grants GOOD and its successors and assigns, where not prohibited by law, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use the name, voice, likeness, and biographical material of Participant or (if Participant is a group or organization) members of Participant, in any merchandising, advertising, marketing, promotion, or any other commercial or non-commercial purpose related to the Application and/or Contest or in any other way GOOD deems appropriate. Participant acknowledges that Participant has no right of approval or consultation with respect to GOOD's use of the Application or the licenses and rights granted above.

**11. Winner Documents.** GOOD, in its sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. GOOD will notify the Winner(s) by e-mail. Upon e-mail notification, the Winner(s) will provide to GOOD within three (3) days their address(es) and any other information requested by GOOD. GOOD may require a Winner within fourteen (14) days to complete, sign, and return any of the documents listed above, which will be sent to the address(es) provided by the Winner or by e-mail. If any required documents are not returned within the required period, or if any mail or e-mail is returned to GOOD as undeliverable mail or e-mail without a forwarding address, any Grant or Prize may be forfeited in GOOD's sole and absolute discretion, and GOOD will not have any further responsibility to such Winner in connection with the Contest.

If a Winner is under the age of majority in his or her state of residence, GOOD may require the Winner's parent or guardian to sign and return the documents listed above and other documents related to the Contest. If a Winner (or a Winner's parent or guardian, as applicable) is unwilling or unable to sign any document listed above or to provide any item set forth in any document listed above, GOOD may void that Winner's eligibility as a Winner (with such Winner forfeiting any Prize or Grant), and GOOD will not have any further obligation to that Winner or to otherwise award any Grant or Prize. If GOOD determines, in its sole and absolute discretion, that a Winner has misused a Grant, GOOD will report to the Internal Revenue Service (IRS) the amount of funds provided to that Winner, and the IRS may deem those funds as taxable income to that Winner.

**12. General Conditions.** In the event of a dispute regarding who submitted an Application, the Application will be deemed submitted by the authorized account holder of the e-mail account specified in the Application. "**Authorized account holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. It is the sole responsibility of the Participant to notify GOOD in writing if the Participant changes his or her e-mail or postal address during the Contest Period.

By entering the Contest, Participants agree to be bound by these Official Rules. The Contest is offered by GOOD, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected, or undeliverable Applications, responses, or other correspondence, whether by e-mail, postal mail, or otherwise; (ii) theft, destruction, unauthorized access to, or alterations of Applications; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties.

By entering the Contest, Participants further agree to release, indemnify, defend and hold GOOD, the other Contest Entities, and their respective affiliates, subsidiaries, directors, officers, employees, shareholders, sponsors and agents, including advertising and promotion agencies, assigns, and any other organizations related to the Contest, harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a Prize or Grant, or parts thereof, including, without limitation, (i) any condition caused by events beyond the control of GOOD that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a Prize or Grant, or acceptance, possession, or use of a Prize or Grant, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest. Winners agree to be bound by these Official Rules, and GOOD's decisions in all respects relative to the Contest are final.

IN NO EVENT WILL CONTEST ENTITIES BE LIABLE TO YOU OR ANY PARTICIPANT, WINNER, OR PARTICIPATING ORGANIZATION, AS APPLICABLE, FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ANY CONTEST ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or

consequential damages, so the above limitation or exclusion may not apply to you.

APPLICATIONS POSTED TO THE SITE ARE NOT NECESSARILY EDITED BY GOOD ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF GOOD IN ANY MANNER.

Any waiver of any obligation hereunder by GOOD does not constitute a general waiver of any obligation in favor of Participant(s). If any provision, license, or right in these Official Guidelines is restricted or invalidated by an applicable law or legal judgment, the remainder of these Official Guidelines will be construed so that all other legally permitted provisions, licenses, or rights in these Official Guidelines remain valid and enforceable.

All Applications become property of GOOD and none will be acknowledged or returned. Allow 6-8 weeks for delivery of any Prize or Grant. Grants and cash Prizes will be sent as a check to the address provided by the Winner. **Because this Contest is not intended for Participants outside the fifty states of the United States and the District of Columbia, no Prize or Grant will be mailed to any address outside the fifty states of the United States and the District of Columbia.**

GOOD reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the Contest is compromised, without liability to Participants. GOOD reserves the right to disqualify any Participant or Winner in its sole and absolute discretion. The Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Contest is void where prohibited or restricted by law. By participating in the Contest, Participants acknowledge that they have read these Official Rules and agree to abide by them and by the decisions of GOOD, which are final and binding on all matters pertaining to the Contest.

These Official Rules are governed by the law of the State of California, excluding rules governing the choice of laws. Any action, suit, or case arising out of, or in connection with, the Contest or these Official Rules must be brought in either the federal or state courts located in Los Angeles County, California.

**13. Winner's List.** For the name of the Winner(s) or a copy of these Official Rules, visit the Site or send your request and a stamped (Vermont residents may omit postage), self-addressed envelope to GOOD Maker Contest, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.

**14. GOOD Address:** GOOD Worldwide, LLC, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.