

My LA2050 Challenge OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE.

COMMON TERMS USED IN THESE RULES:

These are the official rules (“Official Rules”) that govern how the My LA2050 Challenge will operate (“Contest”). In these rules, “we,” “our,” and “us” refer to the Goldhirsh Foundation and GOOD Worldwide, LLC (“GOOD”), the co-Sponsors of this Contest. “You” refers to the authorized representative of an eligible Organization, as described below.

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 THE GOLDBHIRSH FOUNDATION AND GOOD AND THAT YOU MAY BE CONTACTED IN CONNECTION WITH THIS CONTEST OR SIMILAR CONTESTS BY THE GOLDBHIRSH FOUNDATION, 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. Contest Description

My LA2050 (the “Contest”) is a two-part online grant contest that will involve both judging by the Goldhirsh Foundation and voting by the public to determine the Contest winners. 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 the Goldhirsh Foundation and GOOD in accordance with the terms and conditions specified herein (such applicants become “Participants”).

The object of this Contest is to select 10 Los Angeles County based projects, impacting one of the eight indicators (the “Categories” as described in detail in section 8): education, health, public safety, housing, environmental quality, arts and cultural vitality, income and employment, and social connectedness. All eligible Applications received will be judged using the criteria described below to determine which Applications will be posted on myLA2050.maker.good.is (the “Contest Site”) for online voting. Of the ten (10) approved Applications which receive the most valid online votes in their respective Category, eight (8) approved Applications (one in each Category) will be selected by the Goldhirsh Foundation to receive a \$100,000 grant to implement their project. Two (2) additional Applications in any Category will also be chosen by the Goldhirsh Foundation to receive a \$100,000 grant to implement their project. Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants.

2. Eligibility

The Contest is open to certain organizations; individuals may not enter in their individual capacity. Any person submitting an Application on behalf of an eligible organization must have the express permission of that organization to enter this Contest and bind the organization to these Official Rules. All voters in the Contest must be 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). Employees of GOOD or the Goldhirsh Foundation; their respective subsidiaries; their respective 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, become a Participant, or vote in the Contest. Although the Goldhirsh Foundation and GOOD may use mechanisms to verify the eligibility of Participants, voters, and Winners (defined below), the Goldhirsh Foundation and GOOD is under no obligation to verify the eligibility of any particular Participant, voter, or Winner or to take any corrective action as a result of such verification of eligibility.

3. Contest Period

The opportunity to participate in the Contest begins at 12:00 PM PT on February 26, 2013 (the first date and time Applications may be submitted) and ends at 12:00 PM PT on April 17, 2013 (the last date and time the Winner [defined below] may be selected) (the "Contest Period"). As set forth below, the Contest Period includes one period when Applications can be submitted (the "Application Period"), followed by a second period when members of the general public can vote on the entries (the "Voting Period"), and finally followed by a third period when the Goldhirsh Foundation will select one (1) approved Application in each of the eight (8) Categories, to be selected from the ten (10) approved Applications which receive the most valid online votes in their respective Category, and two (2) Applications in any Category (the "Judging Period") to be the "Winners".

The Application Period begins at 12:00 PM PT on February 26, 2013 and ends at 12:00 PM PT on March 28, 2013. The Voting Period begins at 12:00 PM PT on April 2, 2013 and ends at 12:00 PM PT on April 17, 2013. The Judging Period begins at 12:00 PM PT on April 17, 2013 and ends at 11:59 PM PT on May 8, 2013.

4. Grants

Subject to terms and conditions described herein, all valid Entries that meet the Contest criteria will enter the Voting Period.

Of the ten (10) Applications which receive the most online votes in their Category, the Goldhirsh Foundation will select one (1) Application to be the "Winner" in each Category, eight (8) total, based on evaluations of the Applications. The Category Winners, subject to the terms and conditions described herein, will be awarded the following: one (1) grant in the amount of one hundred thousand dollars (\$100,000) (the "Grant").

The Goldhirsh Foundation will select two (2) additional Applications in any Category to be a "Winner," based on evaluations of their Applications. The Winners, subject to the terms and conditions described herein, will be awarded the following: one (1) grant in the amount of one hundred thousand dollars (\$100,000) (the "Grant").

Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants.

The Winner(s) will be announced by the Goldhirsh Foundation and GOOD on May 8, 2013. Failure to respond to a Finalist or Winner notification within the specified time period or to follow the terms and conditions of these Official Rules may cause the Goldhirsh Foundation and GOOD to disqualify a Finalist or Winner (with the Finalist or Winner forfeiting any eligibility for a Grant). In such case, the Goldhirsh Foundation may select an alternate Winner from the remaining Finalists.

5. 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 a project to be carried out for charitable, community, or educational purposes by Participant and may contain a link to a YouTube video or a high resolution photograph..

To be eligible for consideration for posting to the Site for voting, an Application must (i) be submitted through the Site by the end of the Application Period; and (ii) comply with these Official Rules. There is a limit of one (1) Application per Participant during the Contest Period.

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. Applications that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Goldhirsh Foundation and GOOD in their sole and absolute discretion may be disqualified at any time without notice.

6. Application Content Guidelines

Applications MUST:

- Be in English;
- describe a project that would be implemented in Los Angeles County;
- describe a project that will impact one of the eight (8) indicators (the “Categories”) as described in detail in section eight (8) below;
- be capable of being activated with the amount awarded in the Grant;
- be capable of being implemented within 7 months of Grant award; and
- provide a level of detail sufficient to show each of the specific activities to be carried out by the Applicant and others, if any, necessary to achieve the principal goal(s) of the project.

Applications MUST NOT:

- Suggest legalization of any illegal drugs/activity, prostitution or pornography, or other illegal activities or goods;
- attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h) or to influence the outcome of any specific election, 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, the Goldhirsh Foundation, 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, candidate or to support any particular party, candidate and/or cause, or to expand membership or to encourage membership for a particular political party, candidate or lobbying effort or voter registration drive;
- feature or reference any third party;
- 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 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. The Goldhirsh Foundation and GOOD may, in their sole and absolute discretion, reject, refuse, remove, delete, and/or disqualify or disallow any Application that the Goldhirsh Foundation and/or GOOD, in their sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Official Rules. If the Goldhirsh Foundation, 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 an Application, the Goldhirsh Foundation and/or GOOD may, in their sole and absolute discretion, remove such Application from the Site and disqualify the Application without prior notice to Participant.

7. Application Selection

During the Judging Period, the Goldhirsh Foundation (the “Judges”), in their sole and absolute discretion, will select one (1) Application in each of the eight (8) Categories, to be selected from the ten (10) Applications which receive the most valid online votes in their respective Category to be the “Winner” based on evaluations of the Applications. Two (2) additional Applications in any Category will also be chosen by the Goldhirsh Foundation to be the “Winner,” based on evaluations of their Applications.

The Applications will be selected based upon the projected impact on one or more of the eight (8) Categories, feasibility of implementation, creativity and innovation of submitted responses, community support (measured by number of public votes), as well as adherence to these Official Rules and any other criteria the Goldhirsh Foundation may establish. All Contest Selections will be posted to the Site for voting at the start of the Voting Period. The Goldhirsh Foundation, in its sole and absolute discretion, will make the final determination as to which Participants and Applications are accepted and are eligible to take part in the Contest, to be considered for inclusion in the Voting Period and on the Site, and/or to receive any Grant.

8. Categories

Projects will impact one of the eight (8) indicators (the “Categories”) as described in detail below, *including but not limited to* the following metrics:

- (i) Education: Improve student engagement in a learning process that adequately prepares them to contribute their skills, talents, and abilities to society. Projects will impact test scores, high school completion and drop rates, college-going rates, preschool participation, and afterschool and summer school enrichment programs.
- (ii) Income + Employment: Impact Angelenos’ economic self-sufficiency, measured by employment & unemployment rates, household income, poverty rates, and family supportive wages.
- (iii) Housing: Improve Angelenos’ access to and the affordability of housing.
- (iv) Health: Improve residents’ health status, rates of chronic disease, access to healthy food, and ability to access health care.
- (v) Environmental Quality: Improve characteristics of the local environment which have measurable impacts on the life, health, and well-being of Angelenos such as proximity to parks and access to open space, air quality, and water supply and quality.
- (vi) Public Safety: Decrease Angelenos’ exposure to crime and improve residents’ perception of their environment as safe.
- (vii) Social Connectedness: Improve both individual and collective engagement in actions designed to identify and address issues of social well-being such as voting, volunteering, and social and civic engagement.
- (viii) Arts + Cultural Vitality: Projects will create, disseminate, validate and support arts and culture as a dimension of everyday life in communities. Projects will increase presence of and support for opportunities for cultural participation and artistic activities.

9. Voting

Individuals who wish to vote for the Contest will be required to follow the directions on the Site in order to place a vote. Each voter may only vote once in the Contest. The Goldhirsh Foundation and GOOD may share with other Contest Entities or organizations involved with the Contest the e-mail addresses and user information of individuals who vote in the Contest. If the Goldhirsh Foundation and GOOD determines, in their sole and absolute discretion,

that any Participant or voter has not complied with these Official Rules in any way, then the Goldhirsh Foundation and GOOD reserves the right to disqualify any Application(s) or vote(s) that such Participant or voter has submitted and disallow any further participation or voting by such Participant or voter in the Contest.

10. Winner Selection

After the Voting Period has ended, the Goldhirsh Foundation will select one (1) Application from the ten (10) Applications which receive the greatest number of votes for their Category as the "Winner" for their Category, eight (8) total, based on evaluations of the Finalists and their Applications. If there is a tie among the Applications after the Voting Period has ended, the Goldhirsh Foundation and GOOD, in their sole and absolute discretion, will review the tied Applications and will break the tie based on the Application that first in time received the highest number of votes during the Voting Period.

Two (2) additional Applications in any Category will also be chosen by the Goldhirsh Foundation to be the "Winner," based on evaluations of their Applications.

The Goldhirsh Foundation may use any information, whether or not provided in the Applications, to select the Winners, and the Goldhirsh Foundation's decisions regarding Winner selection shall be based solely on the Goldhirsh Foundation's discretion.

It is possible that two (2) or more Participants will submit Applications that may contain the same or similar ideas. GOOD and the Goldhirsh Foundation are under no obligation to review or consider the similarity of other Applications in determining whether or not to accept an Application or in determining the Winner. The Goldhirsh Foundation and GOOD's decisions, in their sole and absolute discretion, are final and binding in all matters relating to the Contest.

The Goldhirsh Foundation and GOOD will require a Winner to complete winner documents as described in Section 11, such as a grant agreement ("Grant Agreement"), as a condition to receiving any Grant and to avoid disqualification as a Winner. No substitution of a Grant is offered, except at the sole and absolute discretion of the Goldhirsh Foundation or GOOD. Any Grant is non-transferable. Neither Goldhirsh Foundation, GOOD nor any other Contest Entity is responsible for a lost or stolen Grant.

11. Taxes

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

12. Grant of Rights to GOOD and Goldhirsh Foundation

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 each of GOOD, the Goldhirsh Foundation, and their respective 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 or the Goldhirsh Foundation. Participant also irrevocably grants each of GOOD, the Goldhirsh Foundation, and their respective 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, press releases, social media, or any other purpose related to the Application and/or Contest or in any other way the Goldhirsh Foundation, GOOD or any other Contest Entity deems appropriate. The Goldhirsh Foundation may also request an in-person appearance at the LA2050 forum by a representative of Participant. Participant acknowledges that Participant has no right of approval or consultation with respect to the Goldhirsh Foundation, GOOD or any other Contest Entity's use of the Application or the licenses and rights granted above.

13. Winner Documents

After the Finalist Period, the Goldhirsh Foundation and GOOD will request from a Winner the following items, each with the form and substance to be determined by the Goldhirsh Foundation and GOOD in their sole and absolute discretion:

1. Grant Agreement for any Grant, in which the Winner will agree, among other conditions, that use of the Grant will be in compliance with all applicable laws and regulations;
2. details about any proposed project activities, including a project plan; and
3. an Affidavit and Winner Agreement confirming a Winner's eligibility and adherence to these Official Rules.

The Goldhirsh Foundation and GOOD, in their sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. The Goldhirsh Foundation or GOOD will notify the Winner(s) by e-mail. Upon e-mail notification, the Winner(s) will provide to the Goldhirsh Foundation or GOOD within three (3) days their address(es) and any other information requested by the Goldhirsh Foundation and GOOD. The Goldhirsh Foundation and 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 email. If a Winner is under the age of majority in his or her state of residence, the Goldhirsh Foundation and 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 and return any document listed above within the specified time period, to provide any item set forth in any document listed above within the specified time period, or to otherwise timely comply with these Official Rules, then the Goldhirsh Foundation and GOOD may void that Winner's eligibility as a Winner (with such Winner forfeiting any Grant). In such case, the Goldhirsh Foundation and GOOD will not have any further obligation to that Winner or to otherwise award any Grant, but the Goldhirsh Foundation and GOOD may, in its sole and absolute discretion, choose an alternate Winner using the same selection method as used to select the forfeited Winner.

14. 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 the Goldhirsh Foundation or 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. GOOD and the Goldhirsh Foundation are 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 the Goldhirsh Foundation and 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 Grant, or parts thereof, including, without limitation, (i) any condition caused by events beyond the control of the Goldhirsh Foundation or 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 Grant, or acceptance, possession, or use of a 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 the Goldhirsh Foundation 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, VOTER, 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 THE GOLDBHIRSH FOUNDATION, GOOD, OR ANY OTHER CONTEST ENTITY, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF THE GOLDBHIRSH FOUNDATION, GOOD, OR ANY OTHER CONTEST ENTITY IN ANY MANNER.

Any waiver of any obligation hereunder by the Goldhirsh Foundation, GOOD or any other Contest Entity 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 the Goldhirsh Foundation and GOOD and none will be acknowledged or returned. Allow 6-8 weeks for delivery of any Grant. Grants 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 Grant will be mailed to any address outside the fifty states of the United States and the District of Columbia.

The Goldhirsh Foundation and GOOD reserve 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 or voters. The Goldhirsh Foundation and GOOD reserve the right to disqualify any Participant or Winner in their sole and absolute discretion.

The Contest is void where prohibited or restricted by law. The Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. 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 the Goldhirsh Foundation and 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.

15. 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.

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

17. Goldhirsh Foundation Address: Goldhirsh Foundation, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048