

GOOD Worldwide, LLC
PLEDGE YOUR IMPOSSIBLE
OFFICIAL RULES

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

The Pledge Your Impossible Challenge (the “**Contest**”) is a two-part online promotion that will involve both judging and voting by the public to determine the Contest winners. In order to participate in the Contest, Participants (defined below) 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.

BY PARTICIPATING IN THE CONTEST, YOU AGREE TO GOOD’S TERMS AND PRIVACY POLICY AVAILABLE AT WWW.GOOD.IS (THE “**SITE**”), AND 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 THE CONTEST 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 (defined below) and voters in the Contest must meet these residency and age requirements. Employees of GOOD or Pencils of Promise; 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 (defined below), become a Participant (defined below), or vote in the Contest. Although GOOD may use mechanisms to verify the eligibility of Participants, voters, and Winners (defined below), 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.

2. Contest Period. The opportunity to participate in the Contest begins at 12:00 PM PT on June 13, 2012 (the first date and time Applications may be submitted) and ends at 12:00 PM PT on July 25, 2012 (the last date and time Applications may receive votes) (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 eligible members of the general public (as described in Section 1, above) can vote on certain Applications submitted during the Application Period and judged to be Contest Selections (as detailed below) (the “**Voting Period**”).

The Application Period begins at 12:00 PM PT on June 13, 2012 and ends at 12:00 PM PT on July 12, 2012. The Voting Period begins at 12:00 PM PT on July 12, 2012 and ends at 12:00 PM PT on July 25, 2012.

3. Prize. Subject to terms and conditions described herein, the Participant (defined below) that submitted the Application receiving the greatest number of valid votes at the end of the Voting Period (the “**Winner**”) will be awarded the following prize(s) (each a “**Prize**”): One (1) grant in the amount of five hundred dollars (\$500) (the “**Grant**”).

The Winner(s) will be announced by GOOD on or before August 1, 2012 via the Site. After the Voting Period, the Winner(s) will be notified by e-mail as described in these Official Rules. 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), and GOOD may select an alternate Winner based on the valid votes received during the Voting Period.

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 (“*Participant*”). 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. Individuals, groups, and organizations are eligible to submit Applications.

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. 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.

5. Application Content Guidelines.

Applications MUST:

- be in English;
- describe a project using the Grant that will allow you to overcome your “Impossible” and how you will inspire others to achieve the impossible;
- be capable of being activated by \$500;
- be capable of being implemented within 6 months of Grant award; and
- provide a level of detail sufficient to show each of the specific activities to be carried out by the Participant 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;
- 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, Pencils of Promise, 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, in its sole and absolute discretion, reserves the right to remove such Application from the Site and disqualify the Application without prior notice to Participant.

6. Application Selection. During or after the Application Period, a panel of judges made up of staff members of GOOD and Pencils of Promise (the "**Judges**"), in their sole and absolute discretion, will select up to five hundred (500) Applications (the "**Contest Selections**") for posting to the Site for voting (described below). The Applications will be selected based upon originality and creativity of submitted responses, as well as adherence to these Official Rules and any other criteria the Judges may establish. The Contest Selections will be posted to the Site by the start of the Voting Period. GOOD, 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 Prize or Grant. The Judges, in their sole and absolute discretion, reserve the right to select less than five hundred (500) Contest Selections for posting to the Site.

7. Voting. Individuals who wish to vote for one (1) or more of the Contest Selections will be required to meet the eligibility requirements listed above in Section 1 and will be required to follow the directions on the Site in order to place a vote. 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 GOOD determines, in its sole and absolute discretion, that any Participant or voter has not complied with these Official Rules in any way, then 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.

8. Winner Selection. Once the Voting Period has ended, the Participant with the highest number of valid votes will be deemed a potential Winner. If there is a tie among the Applications after the Voting Period has ended, GOOD, in its 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. It is possible that two (2) or more Participants will submit Applications that may contain the same or similar ideas. Notwithstanding this, a Winner will be determined solely by the number of votes cast for each Application as set forth herein. GOOD is under no obligation to review or consider the similarity of other Applications in determining whether or not to accept an Application. GOOD's decisions, in its sole and absolute discretion, are final and binding in all matters relating to the Contest.

GOOD may require a potential Winner to complete winner documents, such as a prize agreement ("**Prize**

Agreement) or a grant agreement (“*Grant Agreement*”), as a condition to receiving any Prize or Grant and to avoid disqualification as a Winner. In addition, the Winner will be required to cooperate with Pencils of Promise in documenting on film or other media the implementation of the project described in the Winner’s Application, and the Winner may be required to sign agreements related to such cooperation and documentation. If Pencils of Promise, at any time, determines in its sole and absolute discretion that a Winner is unable or unwilling to provide such cooperation (including granting access for film crews or signing reasonably necessary agreements, waivers, or licenses), the Pencils of Promise may disqualify such Winner (with the Winner forfeiting any Prize or Grant). 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 grants each of GOOD and Pencils of Promise and their respective successors and assigns an irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license 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 Pencils of Promise. Participant also irrevocably grants each of GOOD and Pencils of Promise, where not prohibited by law, an irrevocable, perpetual, worldwide, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use, in or through any medium, whether now known or hereafter created, (a) the name, voice, likeness, and biographical material of Participant or (if Participant is a group or organization) members of Participant and (b) any images, photographs, footage, audio or video recordings, and any other media captured by Pencils of Promise in connection with this Contest or in documenting the implementation of any Winner’s proposed project (items (a) and (b) together the “*Participant’s Likeness*”) 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 or Pencils of Promise deems appropriate. Participant acknowledges that Participant has no right of approval or consultation with respect to GOOD or Pencils of Promise’s use of the Application.

11. Winner Documents. After the Voting Period, GOOD may request from a Winner the following items, each with the form and substance to be determined by GOOD in its sole and absolute discretion:

1. a 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;
3. an Affidavit and Winner Agreement confirming a Winner’s eligibility and adherence to these Official Rules; and
4. a Prize Agreement for any Prize to be given to a Winner.

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 PARTICIPANTS, VOTERS, WINNERS, OR PARTICIPATING ORGANIZATIONS, 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 OR PENCILS OF PROMISE, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF GOOD OR PENCILS OF PROMISE IN ANY

MANNER.

Any waiver of any obligation hereunder by GOOD or Pencils of Promise does not constitute a general waiver of any obligation in favor of Participant(s).

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 or voters. 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 apply. 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 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, 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, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.