

2013 GOOD SAVINGS SIDE OF BUSINESS OFFICIAL RULES

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

The 2013 GOOD Savings Side of Business Contest (the “*Contest*”) is an online promotion to award the Prize(s) described below. In order to participate in the Contest, you must submit a submission form nominating your business (collectively, the “*Application*”) to GOOD Worldwide Inc (“*GOOD*” or “*Sponsor*”) in accordance with the terms and conditions specified herein.

BY PARTICIPATING IN THE CONTEST, YOU, ON BEHALF OF YOURSELF AND YOUR BUSINESS, AGREE TO GOOD’S TERMS AND PRIVACY POLICY, AVAILABLE AT WWW.GOOD.IS (THE “*SITE*”). YOU UNDERSTAND AND AGREE THAT YOUR APPLICATION AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THE CONTEST WILL BE SHARED WITH GOOD AND UNITED PARCEL SERVICE, INC. (“*UPS*”) AND THAT YOU MAY BE CONTACTED BY GOOD OR UPS IN CONNECTION WITH THE CONTEST OR SIMILAR FUTURE CONTESTS. PARTICIPATION IN THE CONTEST CONSTITUTES YOU AND YOUR BUSINESS’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“*OFFICIAL RULES*”).

1. Eligibility. The Contest is open to businesses located in one of the fifty (50) states of the United States or the District of Columbia (each such business that enters this Contest, a “*Qualified Business Entrant*”). NO ONE MAY ENTER IN HIS OR HER INDIVIDUAL CAPACITY. The Prize(s) will be awarded to the winning Qualified Business Entrant. One (1) authorized **owner or employee** (a “*Participant*”) of a Qualified Business Entrant may submit an Application on behalf of the Qualified Business Entrant. To be eligible to submit a nomination on behalf of a Qualified Business Entrant, the Participant must have obtained permission from his or her employer to participate in this Contest and be bound by the Official Rules. Both the Qualified Business Entrant and the Participant will be bound by these Official Rules. Participants must be 18 years of age or older at the start of the Contest Period (defined below). **By submitting an Application, each Participant hereby represents that he/she is authorized to submit an Application on behalf of the Qualified Business Entrant.** GOOD reserves the right to disqualify a Qualified Business Entrant if an individual has improperly entered the Contest on such Qualified Business Entrant's behalf. Employees of GOOD, UPS and their respective parent companies, affiliates, subsidiaries, 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 participate in the Contest. Although GOOD may use mechanisms to verify the eligibility of Participants, Qualified Business Entrants, and any Winners (defined below), GOOD is under no obligation to verify the eligibility of any particular Participant, Qualified Business Entrant, 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 October 31, 2013 (the first date/time you can submit an Application) and ends at 12:00 PM PT on December 12, 2013 (the last time you can submit an Application) (the “*Contest Period*”).

3. Prize(s). After the Contest Period, a panel of judges made up of staff members of GOOD (the “*Judges*”) will select one (1) Qualified Business Entrant that, subject to the terms and conditions herein, will be the “*Winner*” and will be awarded the following prizes (each a “*Prize*”): consulting services from UPS, feature on GOOD, and a \$10,000 grant to help the winner grow their business. The total approximate retail value (ARV) of the Prize(s) is \$12,500. The Winner(s) will be announced by GOOD

on or before January 13, 2014 on the Site. The Winner(s) will also be notified via email by January 4, 2014 and will be required to respond to this notification within three (3) days. Any Winner that does not respond to this notification, fails to complete and deliver any requested Winner Document described in Section 9, or otherwise fails to follow these Official Rules may be disqualified (with such Winner forfeiting any Prize(s)) at GOOD's sole discretion, in which case the Prizes may be awarded to an alternate Winner determined by the Judges.

4. How to Submit an Application. During the Contest Period, a Participant may go to the Site and follow the directions to submit an Application. The Application must answer each required section of the online form. The Application must (i) be submitted through the Site by the end of the Contest Period; and (ii) comply with these Official Rules. There is a limit of one (1) entry per Qualified Business Entrant.

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 GOOD in its sole and absolute discretion may be disqualified at any time.

Receipt of an Application will not be acknowledged, and proof of submission of an Application will not be deemed proof of receipt. Any automated computer receipt (such as a "thanks for entering" message) does not constitute proof of actual receipt by GOOD. GOOD, in its sole discretion, reserves the right to disqualify any person tampering with the Site, the Application submission process, or any other aspect of the Contest.

5. Application Content Guidelines.

Applications MUST:

- be in English;
- address all of the required fields in the online form located at: <http://savingsideofbusiness.maker.good.is>
- Outline a clear plan or program that can increase business efficiency while also bringing savings in everyday operations such as in money, time, resources, etc .
- Provide a clear explanation for how the savings would enable the company to focus more resources into additional areas for improvement

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, UPS, 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;
- 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, provided prior permission has been obtained from such organization;
- use any individual's name, 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, of Participant's own creation, (ii) not have been entered in any other promotion, including other promotions conducted by GOOD or UPS, and (iii) 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, UPS, 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 disqualify the Application from the Contest 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:

- Potential results to be realized (25%)
- Details of plan submitted (25%)
- General appeal of story to GOOD audience (50%)

The Judges, in their sole discretion, will make the final determination as to which Qualified Business Entrant 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.

7. Taxes. There may be some tax implications for the Winner(s). GOOD recommends that each Participant and Qualified Business Entrant review their Application with their legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a Prize as part of this Contest. If there is any tax liability, it will be the sole responsibility of the Winner.

8. Grant of Rights to GOOD. Submission of an Application constitutes Participant and the associated Qualified Business Entrant's certification that the Application is Participant's own original work. Participant and the associated Qualified Business Entrant represent and warrant 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 and the associated Qualified Business Entrant hereby each grants GOOD, UPS, 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 either Participant or any Qualified Business Entrant, on the one hand, and GOOD or UPS on the other. Participant also irrevocably grants GOOD and UPS, where not prohibited by law, an irrevocable, perpetual, worldwide, royalty-free license to the right to use Participant's name, voice, likeness and biographical material, 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 UPS deems appropriate. Participant and the associated Qualified Business Entrant each acknowledges that they have no right of approval or consultation with respect to GOOD or UPS's use of the Application or the licenses and rights granted above.

9. Winner Documents. After the Contest Period, GOOD may request from a Winner and the associated Participant any of the following items, each with the form and substance to be determined by GOOD in its sole and absolute discretion (the "**Winner Documents**"):

1. an Affidavit confirming Participant's eligibility, adherence to these Official Rules, and compliance with any applicable laws;
2. an Affidavit or Winner's Agreement confirming the Winner's eligibility, adherence to these Official Rules, and compliance with any applicable laws;
3. a Prize Agreement for any Prize(s) to be given to a Winner; and
4. any other document confirming the grant of rights to GOOD and UPS under these Official Rules, including the licenses in Section 8.

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) must respond to GOOD within three (3) days and provide any other information requested by GOOD within the specified time period. GOOD may require a Winner or associated Participant to complete, sign, and return any of the documents listed above, which will be sent to the Participant by e-mail.

If a Participant is under the age of majority in his or her state of residence, GOOD may require the Participant's parent or guardian to sign and return the documents listed above and other documents related to the Contest.

If a Winner or associated Participant is unwilling or unable to sign and return any document listed above or to provide any item set forth in any document listed above, or if any mail or e-mail addressed to the Winner or associated Participant is undeliverable, GOOD may void that Winner's eligibility (with such Winner forfeiting the Prize(s)), and GOOD will not have any further obligation to that Winner or associated Participant. If a Winner is disqualified, GOOD may, but is not obligated to, award the Prize(s) to an alternate Winner determined by the Judges.

10. 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, UPS, 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 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 acceptance, possession, or use of a Prize, 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 OR DOCUMENTATION POSTED TO THE SITE ARE NOT NECESSARILY EDITED BY GOOD OR UPS, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF GOOD OR UPS IN ANY MANNER.

Any waiver of any obligation hereunder by GOOD or UPS 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. Prize(s) will be sent 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 will be sent 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 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 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.

11. 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 Worldwide Inc, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.

12. Sponsor Address: GOOD Worldwide Inc, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.

UPS is only providing promotional support to this Contest and is not a sponsor of this Contest.