

**GOOD Worldwide, LLC  
GOOD Give Back CONTEST  
OFFICIAL RULES**

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

The GOOD Give Back Contest (the “*Contest*”) is a two part online promotion which 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, materials and other information (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 BY GOOD IN CONNECTION WITH THE CONTEST. PARTICIPATION IN THE CONTEST CONSTITUTES PARTICIPANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“*OFFICIAL RULES*”).

**1. Eligibility.** The Contest is open to nonprofit organizations located in the United States, excluding Puerto Rico (each a “*Qualified Entrant*”), NO ONE MAY ENTER IN HIS OR HER INDIVIDUAL CAPACITY. The prize will be awarded to one Qualified Entrant. One (1) authorized person (a “*Participant*”) may submit a nomination on behalf of a Qualified Entrant. To be eligible to submit a nomination, the Participant must have obtained permission from the Qualified Entrant to participate in the contest. BY SUBMITTING A NOMINATION, EACH PARTICIPANT HEREBY REPRESENTS THAT HE/SHE IS AUTHORIZED TO SUBMIT A NOMINATION ON BEHALF OF THE QUALIFIED ENTRANT. Participants must be 18 years or older as of the beginning of the Contest Period (defined below). Employees of GOOD its 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.

**2. Contest Period.** The opportunity to participate in the Contest begins at 12:00 PM PT on November 17, 2011 (the first date/time you can submit an Application) and ends at 12:00 PM PT on December 9, 2011 (the last time you can vote on an Application) (the “*Contest Period*”). During the Contest Period, there will be one (1) Application period during which Applications can be submitted (an “*Application Period*”), followed by a voting period during which certain Applications submitted during the Application Period and judged to be Finalists (as detailed below) will be voted on (a “*Voting Period*”) as set forth below.

The Application Period begins at 12:00 PM PT on November 17, 2011 and ends at 12:00 PM PT on December 1, 2011. The Voting Period begins at 12:00 PM PT on December 1, 2011 and ends at 12:00 PM PT on December 9, 2011.

**3. Prize.** The prize to be awarded from the Contest is one (1) grant in the amount of five thousand dollars (\$5,000) (the “*Grant*”) to the organization featured in the application that receives the greatest number of valid votes. The winner of the Grant (the “*Winner*”) will be announced by GOOD on December 14, 2011 via the Site. The Winner will also be notified via email and will be required to

respond to this notification within three (3) days or prize may (at Sponsor's sole discretion) be forfeited and awarded to an alternate.

**4. How Submit an Application.** During the Contest 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 and may contain either a link to a YouTube video or a high resolution photograph that describes how a 501(c)(3) organization ("Participating Organization") will use the funding to advance its charitable, community or educational purposes (collectively, an "***Application***"). 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. Limit one (1) Application per Qualified Entrant 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;
- pertain to a 501(c)(3) organization describe how \$5000 will make a difference in the programs and services that the 501(c)(3) organization provides
- include a written description of how the funds would be used to amplify the organization's efforts
- be submitted by an official representative of the 501(c)(3) organization

##### **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 of 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 offences; marital status; family status; physical or mental disability, language, or any other ground prohibited by local legislation;
- disparage or denigrate a product, service, person, company or organization including, but not limited to, GOOD;
- 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, proselytizing – acts and intentions to advance a religious denomination or expand membership or encourage conversion;
- involve political advocacy – acts and intentions to advance a particular political party, 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, clothing such as t-shirts, hats)- An Application may contain the name and trademark of an organization to be benefited by the Grant, provided prior permission has been obtained;
- 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, 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, 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. GOOD Application Selection.** After the Application Period, a panel of judges made up of employees GOOD (the “Judges”) in their sole and absolute discretion, will select up to two hundred (200) Applications (the “*Contest Selections*”) for posting to the Site for voting (described below). The Applications will be selected based upon image and originality and creativity of submitted responses. Judges will choose the Contest Selections and the Contest Selections will be posted to the Site before the start of the Voting Period. GOOD, in its sole discretion, will make the final determination as to which Participants and Applications are accepted and are eligible to take part in this Contest and be considered for inclusion in the Voting Period, on the Site and/or be eligible to receive the Prize. GOOD, in its sole discretion, reserves the right to select less than two hundred (200) 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. 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 all of that individual’s Votes and disqualify any Application that such individual has submitted and disallow any further participation by such individual in the Contest.

**8. Winner Selection.** Once the Voting Period has ended, the Participant with the highest number of Votes will be deemed the potential winner (potential “*Winner*”) of the Grant. 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 which may contain the same or similar content. Notwithstanding this, Winners 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.

The potential Winner will be required to complete a grant agreement ("**Grant Agreement**"). No substitution of a Grant is offered, except at the sole and absolute discretion of GOOD. The Grant is non-transferable. GOOD is not responsible for a lost or stolen Grant.

**9. Taxes.** There may be some tax implications for the winning organization. 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 Grant as part of this Contest. If there is any tax liability, it will be the sole responsibility of the winning organization.

**10. Grant of Rights to GOOD.** Submission of an Application constitutes Participant's certification that the Application is the original work of Participant and/or the Participating Organization 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 and the participating organization hereby grant GOOD and its 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 entrant and GOOD. Participant and Participating Organization also irrevocably grant GOOD, where not prohibited by law, an irrevocable, perpetual, worldwide, royalty-free license to the right to use name, voice, likeness and biographical material of Participant and Participating Organization 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 and Participating Organization acknowledge that they have no right of approval or consultation with respect to GOOD's use of the Application.

APPLICATIONS POSTED TO THE SITE ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE RESPECTIVE PARTICIPANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by GOOD does not constitute a general waiver of any obligation in favor of Participants.

**11. Grant Agreement.** The form and substance of the Grant Agreement will be determined by GOOD, in its sole and absolute discretion, and will require that the Winner certify that implementing the project contained in his or her Application will be in compliance with all applicable laws and regulations. In addition to submitting a signed Grant Agreement, the following documents may be requested:

1. Details about the proposed project activities;
2. A project plan; and
3. An Affidavit of Eligibility

GOOD, in its sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. Upon email notification that they are the

Winner, the winning Participant and the Participating Organization will provide GOOD with their address and any other information requested within three (3) days of receipt. The Winner will complete, sign and return the Grant Agreement within fourteen (14) days of receipt. The Grant Agreement will be mailed to the address provided by the Participant upon email notification that they are the Winner. If the Grant Agreement and any required documents are not returned within the required period, or if any mail is returned to GOOD as undeliverable mail without a forwarding address, the Grant may be forfeited in GOOD's sole and absolute discretion, and GOOD will not have any further responsibility to Participant in connection with this Contest.

If the Winner is unwilling or unable to sign the Grant Agreement, GOOD will void the Winner's eligibility as a Winner, and GOOD will not have any further obligation to the Winner or to otherwise award the Grant. If the Winner is unwilling or unable to provide the items set forth in the Grant Agreement, the Grant will be not provided to the Winner and GOOD will not have any further obligation to the Winner. If GOOD determines, in its sole and absolute discretion, that the Winner has misused the Grant, GOOD will report to the Internal Revenue Service (IRS) the amount of funds provided to Participant and the IRS may deem those funds as taxable income to the Participant.

**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, you 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 or 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, You further agree to release, indemnify, defend and hold GOOD and its affiliates, subsidiaries, directors, officers, employees, shareholders, sponsors and agents, including advertising and promotion agencies, and 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 this Contest or acceptance or use of a Grant or parts thereof, including, without limitation, (i) any condition caused by events beyond GOOD's control 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 the Grant, or acceptance, possession, or use of the 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 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 SPONSOR 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.

All Applications become property of GOOD and none will be acknowledged or returned. Allow 6-8 weeks for delivery of the Grant. The Winner will receive the Grant via a check sent to the Winner's address provided when the Winner submitted the Application.

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 are compromised, without liability to the Participant. GOOD reserves the right to disqualify any Participant or Winner, as determined by GOOD, in its sole discretion. The Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in this Contest, you acknowledge that you 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, this 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 or a copy of these Official Rules, send your request and a stamped, self addressed envelope to GOOD FWD Contest, 915 N. Citrus Ave., Los Angeles, CA 90038.

**14. GOOD Address:** GOOD, 915 N. Citrus Ave., Los Angeles, CA 90038.