

GOOD Worldwide Inc
GOOD PIONEERS OF HEALTH FELLOWSHIP
OFFICIAL RULES

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

The GOOD Pioneers of Health Challenge (the “**Challenge**”) is an online promotion that will involve both judging and voting by the public to determine the Challenge winners. In order to participate in the Challenge, 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 Inc (“**GOOD**”) in accordance with the terms and conditions specified herein.

BY PARTICIPATING IN THE CHALLENGE, YOU, ON BEHALF OF YOURSELF AND THE ORGANIZATION YOU REPRESENT, 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 THE BILL & MELINDA GATES FOUNDATION (“**GATES**”) AND THAT YOU MAY BE CONTACTED BY GOOD OR GATES IN CONNECTION WITH THE CONTEST. PARTICIPATION IN THE CONTEST CONSTITUTES YOU AND YOUR ORGANIZATION’S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

1. Eligibility. The Challenge is open to Participants (defined below) who, as of the beginning of the Challenge Period (defined below), are eighteen (18) years of age or older, and who currently work for or with an organization located in Africa (located in one of the following countries: Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Democratic Republic of Congo, Republic of Congo, Cote d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Zambia, Zimbabwe). To take part in the Challenge, Participants must be authorized to represent their organization at the Health Fellowship (defined below). Employees of GOOD or Gates; their respective subsidiaries; their respective advertising, promotion, fulfillment, or other coordinating agencies; (collectively the “**Challenge 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 Challenge. 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. Challenge Period. The opportunity to participate in the Challenge begins at 12:00 PM PT on September 26, 2013 (the first date and time Applications may be submitted) and ends at 12:00 PM PT on October 28, 2013 (the last date and time you can vote on a winner) (the “**Challenge Period**”). As set forth below, the Challenge Period includes one period when Applications can be submitted (the “**Application Period**”), followed by a second period when the Judges select the Challenge Selections (as defined and described below in Section 6) (the “**Judging Period**”), followed by a third period when eligible members of the general public (as described in Section 1, above) can vote on the Challenge Selections (the “**Voting Period**”), and followed by a fourth period where the Judges determine the Challenge Winners.

The Application Period begins at 12:00 PM PT on September 26, 2013 and ends at 12:00 PM PT on October 18, 2013.

3. Prize. After the Challenge Period, a panel of judges made up of staff members of GOOD will select three (3) to five (5) Participants (defined below) that, subject to the terms and conditions herein, to be a

“Winner” and will be awarded the following prize (each a **“Prize”**): a trip to Cape Town South Africa to participate in workshops to share lessons and ideas with each other, and with prominent health leaders, government officials, other nonprofit organizations and other local partners in the field (the **“Health Fellowship”**).

The Winner(s) will be announced by GOOD on or before November 20, 2013 via the Site. After a Winner is selected, the Winner will be notified by email 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), and GOOD may select an alternate Winner.

4. How to Submit an Application. During the Application Period, go to the Site and follow the directions to submit an Application to become a participant in the Challenge (**“Participant”**). Your Application must contain text that describes a project to be carried out for charitable, community, or educational purpose 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, but only an individual meeting the requirements for Participants in Section 1 may become a Winner and receive a Prize.

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 and organization during the Challenge 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;
- showcase an intervention tackling one or more of the following health and healthcare issues: Maternal & Child Health, HIV/AIDS and Reproductive Health, or TB and Malaria; 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, the Gates Foundation, or any other Challenge 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);
- 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 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 Challenge Entity, at any time during the Challenge 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 the Judging Period, a panel of judges made up of staff members of GOOD in their sole and absolute discretion, will select Applications (the “*Challenge Selections*”) for posting to the Site for voting (described below). The Applications will be selected based upon originality and creativity of submitted responses, potential to positively contribute to innovative health solutions, as well as adherence to these Official Rules. All Contest Selections will be posted to the Site for voting at 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.

7. Voting. Individuals who wish to vote for one (1) or more of the Challenge 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. Each voter may only vote once in the Challenge. 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 Challenge.

8. Winner Selection. After the Voting Period, the Judges will evaluate and judge each Application and select three (3) to five (5) Winners based on the following judging criteria:

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

- The results from Voting (25%)

The Judges, in their sole discretion, will make the final determination as to which Participants 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 Challenge.

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 Challenge. 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 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 Participant and GOOD. Participant also irrevocably grants GOOD, where not prohibited by law, an irrevocable, perpetual, worldwide, royalty-free license to the right to use the name, voice, likeness, and biographical material of Participant or (if Participant is a group or organization) members of Participant, in any merchandising, advertising, marketing, promotion, or any other commercial or non-commercial purpose related to the Application and/or Challenge or in any other way GOOD deems appropriate. Participant acknowledges that Participant has no right of approval or consultation with respect to GOOD's use of the Application.

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

11. Winner Documents. GOOD may require a potential Winner to complete a prize agreement (the "***Prize Agreement***") as a condition of receiving any Prize and to avoid disqualification as a Winner. The form and substance of the Prize 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 the winning Application will be in compliance with all applicable laws and regulations.

In addition to submitting a signed Prize Agreement, GOOD may request the following, each with the form and substance to be determined by GOOD in its sole and absolute discretion:

1. details about any proposed project activities, including a project plan; and
2. an Affidavit and Winner Agreement confirming a Winner's eligibility and adherence to these Official Rules.

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 email. Upon email 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. If 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, 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 Challenge.

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 Challenge. 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), 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 Challenge Period.

By entering the Challenge, Participants agree to be bound by these Official Rules. The Challenge 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 Challenge, Participants further agree to release, indemnify, defend and hold GOOD, the other Challenge 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 Challenge, 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 Challenge 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 Challenge 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 from participation in the Challenge; and (iii) any printing or typographical errors in any materials associated with the Challenge. Winners agree to be bound by these Official Rules, and GOOD's decisions in all respects relative to the Challenge are final.

IN NO EVENT WILL CHALLENGE 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 CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ANY CHALLENGE 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.

All Applications become property of GOOD and none will be acknowledged or returned. Allow 6-8 weeks for delivery of any Prize. Grants will be sent as a check to the address provided by the Winner.

GOOD reserves the right, in its sole discretion, to cancel, modify, or suspend the Challenge, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the Challenge is compromised, without

liability to Participants. GOOD reserves the right to disqualify any Participant or Winner, as determined by GOOD, in its sole discretion. The Challenge is subject to these Official Rules, and all applicable federal, state, provincial, and local laws and regulations apply. The Challenge is void where prohibited or restricted by law. By participating in the Challenge, 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 Challenge. 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 Challenge 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 HACK YOUR HOOD, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.

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