FABSCRAP 2021 Fundraising Challenge
OFFICIAL RULES

The FABSCRAP 2021 Fundraising Challenge (hereinafter, the “Challenge”) is sponsored and administered by FABSCRAP (“Sponsor”). The mission of the Challenge is to fundraise for FABSCRAP’s general operations and expansion plans. Your participation in the Challenge means that you unconditionally agree to these Official Rules and all decisions by the Sponsor, which are final and binding in all matters related to the Challenge.

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CHALLENGE IS VOID OUTSIDE OF THE UNITED STATES, WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The FABSCRAP Terms and Conditions (https://fabscrap.org/terms-of-service) and Privacy Policy (https://fabscrap.org/privacy-policy) apply to the Challenge and all entries and donations received in connection therewith. In the event of a conflict between these Official Rules and either the FABSCRAP Terms and Conditions or the Privacy Policy, these Official Rules govern and control only to the extent of such conflict.

1. ELIGIBILITY:

Eligible Participants. The Challenge is only open to individuals who are legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older. Sponsor employees, independent contractors, officers, and directors, as well as the immediate family members (spouse, parents, siblings, and children, regardless of where they live) and household members of each such employee, whether or not related, are not eligible to participate. Challenge entries will only be eligible if (A) the entrant’s Campaign (as described below), and related content posted by the entrant, does not contain content that is unlawful, hateful or obscene, in the Sponsor’s sole discretion, and (B) the funds from the Campaign are being used, and will continue to be used, solely for the purpose of raising funds for FABSCRAP’s general operations (the “Purpose”). By participating in the Challenge, you warrant that you are eligible to participate in accordance with these Official Rules.

Eligible Donations. “Eligible Donations” are those donations that comply with all terms and conditions contained herein. Only Eligible Donations may count toward the total amount raised by each entrant’s
Campaign. Eligible Donations must be made to entrant’s Campaign during the Challenge Period to count toward entrant’s Campaign total, determined solely by the online time stamp provided by the fundraising platform. Any donation not within the Kindful platform total at this timestamp will be ineligible. Though a donor may choose to cover the “processing fees” of their donation, this additional contribution amount is ineligible and does not count towards a campaign total.

**Ineligible Donations.** Donations made contrary to the terms of these Official Rules, including, but not limited to, those donations made outside of the Challenge, outside the Challenge Period, or offline, are “Ineligible Donations” that will not be counted toward entrant’s Campaign total. Ineligible Donations include, but are not limited to, donations by cash, money order, or check to an entrant’s non-Challenge Campaign and any other donations not successfully processed online via your Campaign. Donations are non-refundable.

**Donations can take time to process.** All Eligible Donations must be successfully processed to completion before the end of the Challenge Period to count toward entrant’s Campaign. Sponsor is not responsible for any delays in processing any donations. The list of donations of any particular Campaign that are displayed or any similar tally of donation(s) or leaderboard, are unofficial tallies of the amounts of donations to a Campaign and may not accurately reflect the Campaign’s total donations during the Challenge Period, based on a variety of factors. Results of the Challenge are not official until Sponsor, or its duly authorized representative, verifies the winning entities.

2. **CHALLENGE PERIOD**
The Challenge begins on Thursday, April 22nd, 2021 at 12:00am Eastern Time (EST) and ends on Friday, December 31st, 2021 at 11:59pm (EST). Such period is referred to herein as the “Challenge Period”. Winners announced: Wednesday January 5th, 2022.

3. **HOW TO ENTER AND WIN A GRAND PRIZE**
Any individual who creates a campaign and raises money during the Challenge Period is automatically entered to win. Those who do not abide by these Official Rules or other instructions of Sponsor may be disqualified by Sponsor in its sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Challenge in Sponsor’s sole and absolute discretion. Winner’s prize may be taxable. Every entrant acknowledges and agrees that information provided by Sponsor shall not be considered legal or tax advice. Every participant is advised to consult a professional.

4. **PRIZES:**
There will be three (3) winners within The Challenge, who will receive the following prize amounts: (a) 1st Place: Free Fabric in 2022. Winner’s prize redemption period begins Thursday, January 6th 2022 and ends Saturday, December 31st, 2022 (the “Prize Redemption Period”). “Free Fabric” is limited to EITHER (1) 20yds/day when shopping in person at the FABSCRAP locations OR (2) 100yds/month if shopping by virtual appointment, which includes online store inventory. Winner must choose the virtual or in person option for any particular month during the Prize Redemption Period. By way of example,
Winner may choose 100 yds for virtual shopping for the month of April and choose 20 yards/day for the month of May but may not mix and match within a month. Shipping not included. Pop-Up sales not included. Instagram Sales or other social media flash sales not included. The weight of this free fabric will not be eligible for any loyalty points or tracking. Approximate Retail Value (“ARV”) is the value of free fabric redeemed + the ARV of any other prize earned through the Challenge. (b) 2nd Place: $200 FABSCRAP credit. ARV is $200. (c) 3rd Place: $100 FABSCRAP credit. ARV is $100. (d) Any entrant who raises $100 will receive: a FABSCRAP tote bag with surprise fabric and trim pack and thank-you note. FABSCRAP will cover shipping. ARV is $30. (e) Any entrant who raises $250 will receive a social media post on the FABSCRAP Instagram or Facebook to highlight the fundraisers campaign. (Dependent on winner of this prize providing social media information, assets, and consent.) The ARV is $0. (f) Any entrant who raises $500 will be featured in a FABSCRAP newsletter to highlight the fundraisers campaign. (Dependent on winner of this prize providing contact information, assets, and consent.) The ARV is $0. (g) Any entrant who raises $750 will receive a $100 FABSCRAP credit. ARV is $100. (h) Any entrant who raises $1000, and for each subsequent $1000 raised, will be eligible to lunch with the founders, Jessica Schreiber and Camille Tagle. The ARV is $150. Limit to two redemptions. (i) The first entrant to raise $2500 will receive a prize pack of items from our partner brands with an estimated value of $1000. The ARV is $1000.

All prizes are non-transferable and non-assignable by the winners unless otherwise indicated. Sharing the prize online code with others will render the remaining value void. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. In order to receive a prize, winner may be required to provide proof of identification or eligibility. Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. All prizes are awarded without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Delivery will be via email and will only be to the verified winner’s email address used at the time of entry. Sponsor is not responsible for lost or stolen prizes, prize utility, quality, damages of any kind during delivery or anytime thereafter. Delivery date shall be within thirty (30) days after the Challenge winners have been announced.

5. SELECTION AND VERIFICATION OF WINNER(S):
On Wednesday, January 5th, 2022 the eligible entrants with the Campaigns that generate the most eligible monetary donations for the Purpose during the Challenge Period that comply with these Official Rules and requirements herein will be deemed the potential winners and will be notified by Sponsor via email. For fundraising goals that meet criteria for prizes within the challenge period, winners will be notified within 14 days of meeting the criteria and prize delivery shall be within thirty (30) days after the winner has been notified.

For all above prizes, in the event of a tie, the entrant with the most individual donors will win, and the other entrant will get the next highest prize, if applicable. In the event any potential winner does not accept the prize within three (3) business days of notification, any winner is ineligible, or the prize or prize notification is not deliverable, the entrant with the Campaign that generates the next most eligible donations for the Purpose during the Challenge Period may be contacted as an alternate winner.
Sponsor shall not be responsible or liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner(s) or prize utility, quality, damages of any kind during shipping or anytime thereafter. Potential winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize. Except where prohibited, participation in the Challenge constitutes each winner’s consent to Sponsor’s its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and by participating in the Challenge, you further agree to execute any specific consent needed or requested by Sponsor or its designee in furtherance of such use. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

6. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:
Sponsor reserves the right to modify, suspend, cancel, or discontinue any Challenge at any time for any reason, including without limitation to comply with applicable laws, rules, and regulations, and to take any actions Sponsor deems necessary, in its sole discretion, to protect its users, business partners, or business or the public or if any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor’s control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge. In the event of such cancellation, termination or suspension, Sponsor will use reasonable efforts to post a notification and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor and its parent, subsidiaries, officers, directors, shareholders, employees, agents, and contractors (collectively, “Released Parties”) are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s email account to receive email messages or insufficient space on entrant’s computer. The use of automated software or computer programs to register or to enter the Challenge is prohibited, and any entrant who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Challenge. Sponsor reserves the right to disqualify any entrant (and his/her Challenge entry) from the Challenge, and any other promotions conducted now or in the future by Sponsor or any of its affiliates if such entrant tampers with the entry process or if such entrant’s fraud or misconduct affects the integrity of the Challenge or if such entrant engages in any inappropriate or unacceptable behavior in connection with the Challenge. Sponsor reserves the right to correct clerical or typographical errors in promotional materials, including without limitation these Official Rules. By participating in the Challenge,
each entrant releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Challenge or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Challenge Period). By accepting the prize, winner(s) agrees to release Released Parties, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Challenge participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Challenge and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Challenge and all disputes, claims or controversies arising from these Official Rules, shall be governed by New York law, without regard to its conflict of laws provisions. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Released Parties related to the Challenge. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

6. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Challenge, your participation in the Challenge, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local
agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Challenge, you, and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. (b) Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). (c) Pre-Arbitration Dispute Resolution: Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing Sponsor’s support team at jessica@fabscrap.org. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice should be sent to FABSCRAP, PO BOX 7559 New York NY 10150 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled. (d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a
location, the determination shall be made by AAA. If your claim is for $10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. (e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules. (f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. 

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply. (h) Conflict: In the event of any conflict between any term or condition in this Section 6 and any term or condition in the FABSCRAP Terms and Conditions then the applicable term or condition in this Section 6 shall control.

7. ENTRANT’S PERSONAL INFORMATION:
By entering the Challenge, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Challenge and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Challenge; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winner(s) may be used by Sponsor for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as FABSCRAP’s Privacy Policy.

8. WINNERS LIST:
To obtain a list of winner(s), send an email to fundraise@fabscrap.org with the following subject line: “Please send the winners list for the FABSCRAP 2022 Free Fabric Challenge”. Requests must be submitted within ninety (90) days after the end of the Challenge Period. The list will be sent to requesting parties after selection and verification of winner(s).

9. SPONSOR:
FABSCRAP, INC. PO BOX 7559 New York, NY 10150

10. NOTICE:
Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Challenge in violation of these Official Rules and/or criminal and/or civil law.

11. Copyright © FABSCRAP, Inc. All rights reserved. FABSCRAP and any associated logos are trademarks of FABSCRAP, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

12. QUESTIONS REGARDING THE CHALLENGE?
Send an email to fundraise@fabscrap.org