



SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

THE 50 FUND GAME CHANGER GRANT PROGRAM IS OPEN ONLY TO ORGANIZATIONS THAT HAVE A REGISTERED OFFICE IN THE SAN FRANCISCO BAY AREA (AS DEFINED BELOW) AND ARE RECOGNIZED AS A NONPROFIT ORGANIZATION ("ORGANIZATION") ACCORDING TO THE ELIGIBILITY CRITERIA DESCRIBED BELOW. ENTRY IN THE 50 FUND GAME CHANGER GRANT PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The 50 Fund Game Changer Grant Program in the San Francisco Bay Area ("Game Changer Grant Program") is a grant program where participating Organizations submit grant applications, which includes a description of their organization, program, implementation plan, and track record ("Application"), for the chance of being awarded a monetary grant as described below (the "Award").

The grant Applications will be evaluated by 50 Fund Directors and Advisors (as described below), supported by staff and consultants retained by the San Francisco Bay Area Super Bowl 50 Host Committee, who will choose up to 4 winners ("Winners") per focus area ("Community Investment" or "Sustainable Environments"). See below for the complete details.

1. BINDING AGREEMENT:

In order to enter the Game Changer Grant Program, you must agree to these Official Rules ("Rules") on behalf of your Organization. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an Application in the Game Changer Grant Program constitutes your and your Organization's agreement to these Rules. You may not submit an Application to the Game Changer Grant Program and your Organization is not eligible to receive an Award described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between your Organization and 50 Fund with respect to the Game Changer Grant Program.

SF SB Legacy, Inc. (“50 Fund”) Game Changer Grant Program
OFFICIAL RULES

2. ELIGIBILITY:

To be eligible to enter the Game Changer Grant Program you must:

- a. be an authorized representative of an Organization that has a registered office in one of the following counties in California: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, or Sonoma (together, the “San Francisco Bay Area”); if your Organization is a fiscal sponsor submitting the Application on behalf of a sponsored group, the sponsored group must also be located in the San Francisco Bay Area;
- b. be a registered US 501c3 public charity;
- c. apply for funds that support at least one of the two 50 Fund focus areas: Community Investment—Nurture the health, wellbeing and livelihoods of young people and their families through investments in the economic, social and physical infrastructure of their communities OR Sustainable Environments—build the resiliency of communities by enhancing the connectivity between residents and the natural environment that surrounds them.
- d. have an operating budget equal to or greater than \$1,000,000 as verified by the organization’s most recently submitted IRS Form 990 (line 18, “Current Year”) which must be from tax year 2013 or later;
- e. be at least 5 years from the organization’s founding and commencement of substantive operations at the time of application and have 3 years of related experience in the program for which funding is requested;
- f. have access to the Internet as of January 9, 2016 in order to submit an Application and participate in other online aspects of the Game Changer Grant Program;
- g. not discriminate on any unlawful basis in either hiring/employment practices or in the administration of programs and services;
- h. not discriminate on the basis of sexual orientation or gender identity in hiring/employment practices; and

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

- i. agree that if you receive an Award, it will be used for programs open to all persons regardless of religion and will not be used for religious instruction.

The Game Changer Grant Program is void where prohibited by law. 50 Fund (as defined below) reserves the right to verify eligibility and to adjudicate on any dispute at any time. These rules are binding on you, individually, and/or your Organization. You warrant that you are acting within the scope of your employment, as an employee, officer or director of Organization, and that such Organization has full knowledge of your actions and has consented thereto, including the Organization's potential receipt of an Award. You further warrant that your actions do not violate your Organization's policies and procedures.

3. 50 FUND:

The Game Changer Grant Program is organized by SF SB Legacy, Inc. ("50 Fund"), a company incorporated under the laws of the United States whose principal place of business is at 825 Battery Street, 3rd Floor, San Francisco, CA 94111 USA.

4. APPLICATION PERIOD:

The Game Changer Grant Program Round 2 Grant Period begins at 1:00 p.m. PT on December 1, 2015 and ends at 11:59 p.m. PT on January 9, 2016 ("Application Period").

Application Periods are subject to change.

5. HOW TO APPLY:

To enter the Game Changer Grant Program, visit the Game Changer Grant Program website located at <https://50fund.fluidreview.com> ("Game Changer Grant Program Site") during the Application Period and follow the instructions for submitting an Application that includes information about your Organization and your specific request for support and implementation plan.

The Application must meet the "Application Requirements," described below. LIMIT OF ONE (1) APPLICATION PER ORGANIZATION PER FOCUS AREA, EXCEPT IF THE APPLICATION IS BEING SUBMITTED BY A FISCAL SPONSOR ON BEHALF OF A SPONSORED GROUP. Subsequent Applications will be disqualified. All Applications must be received during the Application Period. Applications are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

Applications will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the person submitting an Application may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person authorized by the Organization to submit an Application and assigned to an email address by an Internet service provider, online service provider, or other Organization responsible for assigning email address for the domain.

6. APPLICATION REQUIREMENTS:

The Application must meet the following Requirements:

- a. It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Game Changer Grant Program.
- b. It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state or local laws and regulations where the Application is created.
- c. It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Game Changer Grant Program, as determined by 50 Fund, in its sole discretion.
- d. It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- e. It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- f. It must be in English.

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

- g. It must be submitted by an Organization that has a registered office in the San Francisco Bay Area. If your Organization is a fiscal sponsor submitting the Application on behalf of a sponsored group, the sponsored group must also be located in the San Francisco Bay Area.
- h. It must be submitted by an Organization that is a registered US 501(c)(3) public charity.

During the Application Period, 50 Fund, its agents and/or the Advisors (as defined below) will be evaluating each Application to ensure that it meets the Application Requirements. 50 Fund reserves the right, in its sole discretion, to disqualify any Organization which submits an Application that does not meet the Application Requirements.

7. JUDGING:

A team of 50 Fund Directors and Advisors supported by staff and consultants retained by the San Francisco Bay Area Super Bowl 50 Host Committee (collectively, the "Advisors") will select the finalists. If the finalists pass the required legal due diligence, they will be selected as award recipients ("Award Recipients"). The Advisors will evaluate each Application based on the following criteria ("Criteria"):

- a. Community impact and inclusivity. How will the proposed project improve the lives of local residents and who will be impacted? How many people will be affected if successful and to what extent?
- b. Efficacy. Does the project have a foundation of credible evidence to support it? Does the organization have a track record of success?
- c. Innovation. Does the project tackle the issue it seeks to address in a new and creative way?
- d. Scalability. If successful, how easily can this project scale? Can this proposal serve as a model for other communities?

In order to permit 50 Fund to select the Award Recipients, an Organization may be required to submit additional information, including but not limited to the following:

- a. Audited financial statements;

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

- b. Relevant bank wire information;
- c. Recent bank statements;
- d. Full list of full legal names of senior leadership, trustees, and board members;
- e. Relevant information on any government affiliation or public funding;
- f. Further details or information on Organization's project idea and implementation plan;
- g. Information demonstrating that the Organization complies with all applicable anti-corruption laws, the USA Patriot Act and any other applicable laws; and
- h. If the Application is being submitted by an Organization in the capacity of a fiscal sponsor, further information regarding the relationship between the Organization and the sponsored group.

If an Organization does not respond to the request for additional information within 2 days from the first notification attempt, then such Organization will be disqualified.

During the period of January 9, 2016 and January 25, 2016, the Award Recipients will be selected and notified by telephone and/or email, at 50 Fund's discretion. All Award Recipients will be required to sign a grant agreement, as described below. If an Award Recipient does not sign a grant agreement, then such Award Recipient will be disqualified. With respect to notification by telephone, such notification will be deemed given when the Award Recipient engages in a live conversation with 50 Fund or when a message is left on the Award Recipient's voicemail service or answering machine by 50 Fund, whichever occurs first. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

8. AWARDS:

Winners: Each of the Winners will receive up to \$250,000 grant funding.

9. AGREEMENTS:

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

All selections of Award Recipients are subject to a legal due diligence review of each Organization, and the execution of a grant agreement between 50 Fund and each Organization. If the Organization does not pass the legal due diligence review (as determined by 50 Fund, in their sole discretion) or if the Organization does not sign a grant agreement, the Organization will not be eligible to receive any Award. No transfer, substitution or cash equivalent for Awards is allowed, except at 50 Fund's sole discretion. 50 Fund reserves the right to substitute an Award, in whole or in part, of equal or greater monetary value if an Award cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and approximate retail value will not be awarded.

10. TAXES:

MONETARY AND/OR IN-KIND GRANTS TO AWARD RECIPIENTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO 50 FUND ALL DOCUMENTATION REQUESTED BY 50 FUND TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL AWARDS WILL BE NET OF ANY TAXES 50 FUND IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON AWARDS ARE THE SOLE RESPONSIBILITY OF THE AWARD RECIPIENTS. In order to receive an Award, Award Recipients must submit the tax documentation requested by 50 Fund or otherwise required by applicable law, to 50 Fund or the relevant tax authority, all as determined by applicable law. The Award Recipient is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If an Award Recipient fails to provide such documentation or comply with such laws, any Award may be forfeited...

11. GENERAL CONDITIONS:

All federal, state and local laws and regulations apply. 50 Fund reserves the right to disqualify any Organization from the Game Changer Grant Program in its sole discretion.

12. INTELLECTUAL PROPERTY RIGHTS:

The Organization retains ownership of all intellectual and industry property rights (including moral rights) in all materials submitted to the Game Changer Grant Program Site or to 50 Fund or its representatives as part of its Application, including, without limitation, photographs, comments, information, text, video, feedback, creative ideas, suggestions, or other materials (each a "Submission" and collectively, the "Submissions"). All Award

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

Recipients hereby grant to 50 Fund and its affiliates, partners, and representatives a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display the Award Recipient's Submission, in whole or in part, throughout the world in any form, media, or technology, including all promotion, marketing, publicity, and any other uses thereof related to the Game Changer Grant Program, without notice or attribution to you, the Organization, or any other entity or person and without obtaining any further permission or license or making any payment whatsoever, to the maximum extent permitted by law, and you acknowledge that 50 Fund has no obligation to use your Submission.

Any material an Organization submits to the Game Changer Grant Program Site or to 50 Fund or its representatives and partners is not confidential or proprietary and 50 Fund and its representatives and partners shall be under no obligation to maintain the confidentiality of any content submitted.

All Award Recipients will be required to sign a grant agreement, which will include a provision requiring that any intellectual property rights created with Award funds must be placed and widely disseminated in the public domain, free for any use.

13. PRIVACY:

Organizations agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes of administering the Game Changer Grant Program and within the context of the Game Changer Grant Program. Organizations also understand this data may be used by 50 Fund in order to verify an Organization's identity, postal address and telephone number in the event an Application qualifies for an award. Organizations have the right to access, review, rectify or cancel any personal data held by 50 Fund in connection with the Game Changer Grant Program by writing to 50 Fund at the address listed above. If an Organization does not provide the data required at registration, that Organization's Application will be ineligible. All personal information that is collected from the Organization is subject to 50 Fund's Privacy Policy, located at: www.50fund.org/privacy.

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

14. PUBLICITY:

By accepting an Award, Organization agrees and consents to 50 Fund and its agents' use of Organization's name and/or likeness to name the Organization for a reasonable time during and after completion of the Game Changer Grant Program without additional compensation in promotional material of 50 Fund (or its agents). Organization's information may also be transferred to countries outside the country of Organization's incorporation. Such other countries may not have privacy laws and regulations similar to those of the country of Organization's incorporation.

15. WARRANTY AND INDEMNITY:

Organizations warrant that their Applications are their Organization's original work and, as such, the Organization is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Game Changer Grant Program and grant all required licenses. Each Organization agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. To the maximum extent permitted by law, each Organization indemnifies and agrees to keep indemnified employees, interns, contractors, and official office-holders of 50 Fund, or their parent companies, subsidiaries, affiliates ("Game Changer Grant Program Entities") at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Organization and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Organization agrees to defend, indemnify and hold harmless the Game Changer Grant Program Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Application or other material uploaded or otherwise provided by the Organization that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Organization in connection with the Game Changer Grant Program; (c) any non-compliance by the Organization with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Organization's involvement with the Game Changer Grant Program; (e) acceptance, possession, misuse or use of any award or participation in any Game

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

Changer Grant Program-related activity or participation in this Game Changer Grant Program; (f) any malfunction or other problem with the Game Changer Grant Program Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any award or Winners.

16. ELIMINATION:

Any false information provided within the context of the Game Changer Grant Program by any Organization concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Organization from the Game Changer Grant Program.

17. INTERNET:

Game Changer Grant Program Entities are not responsible for any malfunction of the entire Game Changer Grant Program Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Game Changer Grant Program Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Organization's ability to participate.

18. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:

50 Fund reserves the right at its sole discretion to cancel, terminate, modify or suspend the Game Changer Grant Program or to determine not to make any Award under the Playmaker Grant Program. 50 Fund reserves the right to update or modify these Official Rules at any time. The payment of any Awards is subject to availability of funding. Award size may be modified depending on the number of Game Changer Grant Program Award Recipients, and available funds. 50 Fund reserves the right to disqualify any Organization and choose not to make an Award to any Organization at its sole discretion. Any attempt by an Organization to deliberately damage any web site, including the Game Changer Grant Program Site, or undermine the legitimate operation of the Game Changer Grant Program is a violation of criminal and civil laws and should such an attempt be made, 50

SF SB Legacy, Inc. ("50 Fund") Game Changer Grant Program
OFFICIAL RULES

Fund reserves the right to seek damages from any such Organization to the fullest extent of the applicable law.

19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:

Under no circumstances shall the submission of an Application into the Game Changer Grant Program, the awarding of an Award, or anything in these Rules be construed as an offer or contract of employment with either 50 Fund, or the Game Changer Grant Program Entities. You acknowledge that you have submitted your Application voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you or your Organization and 50 Fund or the Game Changer Grant Program Entities and that no such relationship is established by your submission of an Application under these Rules.

20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES:

These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Game Changer Grant Program are hereby excluded, and all Organizations expressly waive any and all such rights.

21. ARBITRATION:

By entering the Game Changer Grant Program, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Game Changer Grant Program will be decided by binding arbitration. All disputes between you and 50 Fund of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Francisco, California, United States, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

23. AWARD RECIPIENTS: 50 Fund will announce Game Changer Grant Award recipients on the Game Changer Grant Program Site on or about January 25, 2016.