

THE KINTERA CONNECT DEVELOPER'S CHALLENGE OFFICIAL RULES

The Kintera Developer's Challenge (the "Contest") is designed to promote the creation of new software applications by using the Kintera Connect API (application protocol interface) by Kintera Connect Partners. Prizes will be awarded to those Kintera Connect Partners who submit the three (3) best entries as determined by the judges in accordance with these Official Rules. By submitting an Entry in the Contest, you agree and your organization fully agree to accept and be bound by these Official Rules and the decisions of the judges in all respects. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. CONTEST IS VOID WHERE PROHIBITED BY LAW.**

Eligibility: The Contest is open only to organizations that are (or are qualified and register to become) Kintera Connect Partners and based in and entering from the fifty (50) United States or the District of Columbia. Employees and agents of Kintera, Inc. (the "Sponsor"), its affiliates, subsidiaries, and any entity involved in the development, production, implementation or fulfillment of the Contest, and the immediate family members (defined as parents, children, siblings and spouse) and persons living in the same household as such individuals are not eligible to participate. Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual or organization to participate or continue to participate in the Contest, or to disqualify any individual or organization it suspects to be tampering with the entry process or the operation of the Contest; to be in violation of the Privacy Policy, Acceptable Use Policy, Kintera Connect Application Partner Agreement or any other terms, conditions, or guidelines of the Kintera Website (www.kintera.com) (the "Site"); to be in violation of these Official Rules or the Kintera Connect Partner Agreement; to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person in connection with the Contest or the Site. Entrants may, at Sponsor's sole and absolute discretion, be required to execute additional documents to confirm their eligibility to participate in the Contest and their adherence to these Official Rules.

BY PARTICIPATING IN THE CONTEST, YOU, ENTRANT ORGANIZATION (A) FULLY AND UNCONDITIONALLY AGREE TO ACCEPT AND BE BOUND BY THESE OFFICIAL RULES, AND BY ALL DECISIONS OF SPONSOR AND ITS DESIGNEE(S) AND JUDGES (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING, WITHOUT LIMITATION, DECISIONS REGARDING ELIGIBILITY AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; (B) ACKNOWLEDGE AND AGREE THAT YOU WILL BE PROVIDING CERTAIN RIGHTS AND LICENSES IN SUCH SUBMISSION TO SPONSOR AND THIRD PARTIES, AS FURTHER DESCRIBED IN THESE OFFICIAL RULES AND THE KINTERA CONNECT PARTNER PROGRAM; AND (C) REPRESENT AND WARRANT THAT ALL INFORMATION AND MATERIALS PROVIDED BY YOU IN CONNECTION WITH THE CONTEST ARE TRUE, ACCURATE, AND COMPLETE.

How To Enter: There is a two-step process: Registration and Entry Submission.

(1) **Registration:** Registration for the Contest begins on or about 12:01 a.m. Pacific Daylight Time (PT) on February 11, 2008 and ends at on or about 11:59 p.m. PT on March 15, 2008 (the “Registration Period”).

To register, visit the Contest website at www.kintera.org/devchallenge and follow the instructions to either (1) apply to be a Kintera Connect Partner or (2) confirm your organization’s status as an existing Kintera Connect Partner. Only organizations that have applied and been accepted as a Kintera Connect Partner are eligible to register for and participate in the Contest. An Entrant organization must have successfully completed the Registration process during the Registration Period in order to be eligible to submit a Contest Entry.

(2) **Entry Submission:** Between on or about 12:01 p.m. PT on February 11, 2008 and 11:59 p.m. PT on April 10, 2008 (the “Entry Period”), an authorized representative of a registered Entrant may submit an Entry by going to the Contest website at www.kintera.org/devchallenge and following the instructions for submitting a new Kintera Connect application (the “Entry”).

Entry Guidelines: An Entry must be a software application created using the Kintera Connect API (application protocol interface) through the Kintera Connect Partner Network. API documentation can be found at www.kintera.com/doc/connect. Each Entry must integrate with Kintera Sphere and must be a market-ready and commercially available application. An eligible Entrant may submit as many qualifying and distinct Entries as it wishes. All Entries must be in English. Only eligible Entries actually received by Sponsor before the end of the Entry Period will be considered. Illegible, unintelligible, incomplete or garbled entries will be disqualified. If the same application is submitted multiple times by an entrant, only the last submission of that application within the Entry Period will be judged. The submission of an Entry is solely the responsibility of the Entrant. Automated entries (including but not limited to entries submitted using any bot, script, macro or contest service), copies, third-party entries, facsimiles and/or mechanical reproductions are not permitted and will be disqualified.

BY SUBMITTING YOUR ENTRY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO AND THAT YOUR SUBMISSION (A) IS YOUR ORGANIZATION’S OWN ORIGINAL; (B) DOES NOT AND WILL NOT INFRINGE UPON OR VIOLATE THE COPYRIGHT, TRADE SECRET RIGHTS, PATENT RIGHTS, PRIVACY RIGHTS, RIGHTS OF PUBLICITY, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF ANY PERSON OR ENTITY; (C) DOES NOT AND WILL NOT VIOLATE ANY APPLICABLE LAWS, RULES, OR REGULATIONS, AND IS NOT AND WILL NOT BE DEFAMATORY, LIBELOUS, PORNOGRAPHIC, OR OBSCENE; (D) COMPLIES WITH AND WILL CONTINUE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE KINTERA CONNECT PARTNER AGREEMENT, THESE OFFICIAL RULES, AND ANY OTHER AGREEMENT BETWEEN ENTRANT AND SPONSOR, INCLUDING THE REQUIREMENT THAT THE APPLICATION BE AVAILABLE FOR COMMERCIAL USE BY KINTERA CUSTOMERS; AND (E) WILL NOT CONTAIN ANY VIRUS(ES), WORM(S), TROJAN HORSE(S), OR OTHER INFORMATION, CODE, OR

MATERIAL(S) THAT MAY DAMAGE OR OTHERWISE INTERFERE WITH THE CONTEST, THE KINTERA WEBSITE, SPONSOR'S COMPUTER SYSTEMS OR DATA, OR THE COMPUTER SYSTEMS OR DATA OF ANY OTHER PERSON OR ENTITY. WITHOUT LIMITING ANY OTHER PROVISION OF THESE OFFICIAL RULES, SPONSOR RESERVES THE RIGHT TO SEEK INDEMNIFICATION FROM ANY ENTRANT WHOSE SUBMISSION IS OR BECOMES THE SUBJECT OF A THIRD-PARTY CLAIM.

Judging and Selection of Winners: Sponsor and/or independent industry professionals, organized and designated by Sponsor in its sole and absolute discretion, will judge the eligible Entries submitted. The panel of judges is subject to change at any given time and in Sponsor's sole and absolute discretion. Submissions will be judged based on the following equally-weighted bases: (1) innovation, originality and creativity, (2) potential for long-term commercial success; (3) effectiveness at solving a need in the marketplace; and (4) visual design, appeal and usability. (the "Criteria"). The panel of judges will select three (3) potential Contest Finalists. Sponsor will use commercially reasonable efforts to contact each potential Contest Finalist via email on or about April 15, 2008. Inability of Sponsor to contact a potential Contest Finalist may result in disqualification of such potential Finalist and selection of an alternative potential Finalist from among the next highest scoring entries, based on the Criteria, from among all remaining eligible entries received based on the Criteria, to fill the vacant potential Finalist's position. Each potential Finalist must, if so requested by Sponsor, execute and return an Affidavit of Eligibility, any additional licenses, commitments or documentation relating to the winning Entry, and/or a Liability/Publicity Release for both the Entrant organization and the Designated Representative (as set forth below) (the "Affidavit/Agreements/Release") within three (3) days following Sponsor's notification. Noncompliance within such three (3) day requirement may result in disqualification of the potential Finalist and advancement or re-selection of replacement Finalist(s), as applicable, in the manner set forth above.

AS A CONDITION OF RECEIVING A PRIZE AND THE TRIP FOR THE DESIGNATED REPRESENTATIVE OUTLINED BELOW, EACH FINALIST MUST AGREE THAT ITS WINNING ENTRY WILL BE COMMERCIALY AVAILABLE TO KINTERA USERS FOR A PERIOD OF AT LEAST ONE (1) YEAR, UNTIL APRIL 30, 2009.

Prizes: One (1) First Place Prize – \$15,000 U.S. Dollars; two (2) Second Place Prizes – \$5,000 U.S. Dollars each.

The First Place Winner will be announced at the Kintera User's Conference, which takes place from April 30-May 1, 2008, in Washington, DC. In addition to the monetary prizes, Sponsor will provide a trip for one (1) employee designated from each of the three Finalist Entrant organizations (the "Designated Representative") to attend the Kintera User's Conference and accept the prize on behalf of his/her organization. Such trip will include (a) round-trip coach airfare to a major airport in the Washington, DC area from the major U.S. airport nearest the Designated Representative's place of residence (as

determined by Sponsor in its sole discretion), provided that (i) transportation to and from the Designated Representative's place of residence to such major airport will be the responsibility of the Entrant, and (ii) if the Designated Representative lives within 100 miles of Washington DC, such airfare will not be provided; (b) two (2) nights standard lodging hotel stay (one room, single occupancy) at a Washington DC area hotel to be designated by Sponsor in its sole discretion; and (c) full conference registration to the Kintera User's Conference. All travel will be subject to air travel and hotel availability, and all other prize and travel restrictions that may be set by Sponsor or the applicable airline or hotel, as applicable. Once trip dates and times have been determined, no changes or substitutions of trip dates or times will be permitted except at Sponsor's sole discretion. The Designated Representative and/or Entrant Organization will be responsible for all other expenses not specifically included in these Official Rules, including, without limitation, airport transfers, gratuities, meals, insurance, ground transportation, and hotel incidentals. Additional restrictions may apply. (Approximate Retail Value: \$5,000, which may vary depending on Designated Representative's city of residence). If a Finalist Entrant organization is unwilling or unable to send a Designated Representative to the Kintera User's Conference, the Finalist Entrant organization will still be eligible to receive the cash prize, but will not receive the cash value of the trip to Washington, DC.

Additional Terms And Conditions Governing Prizes: All prizes awarded in connection with the Contest are nontransferable and nonendorseable. All taxes (including, without limitation, Federal, state, and local taxes) on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the respective Contest winner(s). No substitution of any prize will be permitted, except that Sponsor reserves the right in its sole discretion to substitute with either the cash value of the applicable travel prize that would otherwise have been awarded, or a prize or prizes of equal or greater value, in the event that (i) such prize is unavailable, or (ii) the applicable prize winner is ineligible to receive, accept, or assume responsibility for the prize for any reason.

Release: Where permitted by law each, each Contest Finalist/ Winner agrees to grant to Sponsor, and its licensees, affiliates, agents, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winner's and the Designated Representative's name, trademark, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion.

Disclaimer; Limitation Of Liability: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Contest prizes described herein or any other prize furnished or made available in connection with the

Contest. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Site users, entrants, or other individuals, by tampering or "hacking," or by any of the equipment or programming associated with or utilized as part of the Site or the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized Site access. Although Sponsor attempts to ensure the integrity of the Contest, Sponsor is not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Contest or downloading materials from or using the Site. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Contest, and to select Contest winners from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, in accordance with the Criteria and procedures set forth in the Section entitled "SELECTING THE WINNERS," above. IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE, THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Release And Indemnification: BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD SPONSOR AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY

(INCLUDING, WITHOUT LIMITATION, THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

Miscellaneous:

a. **Dispute Resolution/ Governing Law.** As a condition of entering this Contest, you agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and shall be subject to the exclusive jurisdiction of the California state courts in and for San Diego County, California (or of there is exclusive federal jurisdiction, the United States District Court for Southern California); (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event shall include attorneys' fees or costs of labor, benefits, salaries or the value of time expended by you or others in any manner relating to, arising under or resulting from your participation in the Contest; and (iii) under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, U.S.A., or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, U.S.A. All pertinent federal, state, and local laws and regulations apply.

b. **Personal Data.** Sponsor will only use personal data about an Entrant for the administration of the Contest in accordance with these Official Rules, the Kintera Connect Partner Agreement, and the Kintera Privacy Policy, including but not limited to for marketing purposes. You agree to such use of the personal data. You further agree that you are not subject to any agreement, whether oral or written, including but not limited to any employment obligations, prohibiting or restricting your participation in the Contest and adherence to the rules of the Contest.

c. **Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

d. **Modifications/ Amendments To Rules, Dates And Deadlines.** Because of the unique nature and scope of the Contest, Sponsor reserves the exclusive right, in addition to those other rights reserved herein, exercisable at any time, without prior notice, to amend, add to, delete from, alter, or otherwise change these Official Rules in such manner as Sponsor, in its absolute and sole discretion, shall determine appropriate, and further to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Any such changes will be posted on the Site.

e. **Non-Endorsement.** The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Site or the Contest. *Kintera*, *Kintera Sphere*, *Kintera Connect*, and *The Giving Experience*, are either registered trademarks or trademarks of Kintera, Inc. in the U.S. and/or other countries. Other company and product names may be trademarks of their respective owners.

f. **Winners List.** For a list of the names of all Contest winners (available after May 15, 2008), visit the Site, or send a first-class, self-addressed envelope, to be received by June 1, 2008, Kintera, Inc., 9605 Scranton Road, Suite 200, San Diego, CA 92121 ATTN Kintera Connect Developers Challenge Winners List.

Sponsor: The Sponsor of the Contest is Kintera, Inc., 9605 Scranton Rd., Ste 240, San Diego, CA 92121