

Blue Jeans Go Green™
UltraTouch™ Denim Insulation Grant Program

OFFICIAL GRANT APPLICATION GUIDELINES

The **Blue Jeans Go Green™** UltraTouch™ Denim Insulation Grant Program ("Grant Program") provides UltraTouch™ Denim Insulation to projects intended to improve U.S. communities in the contiguous U.S. through the creation and development of community-based green buildings. Community-based green buildings are civic-oriented buildings being constructed with energy efficient and environmentally-friendly materials. Some examples include hospitals, children's museums, schools, libraries, and community centers. No payment is necessary to submit a Grant Program application ("Application").

1. Eligibility: Applicants can be for-profit organizations or non-profit organizations. For-profit and non-profit organizations must have a general contractor, builder or architect retained who is licensed by the applicable state governing body or regulatory authority with the authority to grant such licenses in his/her respective state of residency as of the date of application and continuing through the date of any Grant Award. Applications must be submitted by an Authorized Representative. "Authorized Representatives" are individuals who are at least 18 years of age as of the date of application, are located in the United States, are employees of the organization on whose behalf the Application is submitted, and whose employer has consented that the Authorized Representative may participate on its behalf. Employees, officers, directors agents, and representatives of Cotton Incorporated and Bonded Logic, their respective parents, subsidiaries, affiliates and divisions, together with the immediate family members and members of the same household (whether or not related) of each of the foregoing, are not eligible to submit Applications in this Grant Program. As a condition of being a recipient of a Grant Award, applicant agrees to allow Sponsor to perform a criminal background check on applicant and applicant also agrees to allow Sponsor to contact any and all references applicant has submitted as part of its Application.

2. Application Period: Grant Program begins at 12:00:01 p.m. ET on February 3, 2014 (the first date and time applicant can submit an Application) and will continue until supplies of UltraTouch™ Denim Insulation allocated to the Grant Program have been exhausted ("Application Period"). During the Application Period, visit ***BlueJeansGoGreen.org*** (the "Website") and follow the links and instructions to complete and submit Application, including a valid email address and a home or business (as applicable) street address (P.O. Boxes are not permitted). All Applications must originate from the United States. All correspondence and notices will be directed to the Authorized Representative.

To be eligible for consideration for a Grant Award, the Application must comply with the Official Grant Application Guidelines, including but not limited to the following:

1. Name and contact information of Authorized Representative and organization requesting Grant Award;
2. License (and any certification) information of general contractor, builder, or architect;

3. Documentary evidence of bonding, applicable insurance and available resources to fund the project;
4. Description of the project, including how it benefits a community and how it is a green-building (including any LEED or other certifications);
5. Timing of the project (including the anticipated start date, end date, and installation date for UltraTouch™ Denim Insulation); and
6. The type, amount, and how applicant intends to use the UltraTouch™ Denim Insulation the applicant is requesting to carry out the project (the "Insulation Type"). Please see the Website for a list of all Insulation Types. Please note UltraTouch™ Denim Insulation is only for use in interior and exterior walls and ceilings. It is not for use as blown-in insulation.

The Application must: (i) not be created or submitted by applicant if applicant is under a contractual, employment or other obligation to any other individual or organization to provide the types of materials solicited hereunder as a part of an exclusive obligation, first right of refusal, or other similar restriction; (ii) be the original, previously unpublished proposal of the applicant; (iii) be in the English language and submitted in the appropriate format (see Font and Formatting Requirements below) and (iv) not include any elements that are illegal, obscene, contain racial, ethnic, religious, or sexually derogatory characterizations or slurs or are offensive or inappropriate, as determined by Sponsor in Sponsor's sole discretion. Each project may be submitted only once; however, an applicant may submit multiple projects for consideration.

Font & Formatting Requirements:

1. Uploaded documents and images must be in one of the designated electronic formats (DOC, DOCX, PDF, JPEG, PNG)
2. Word documents (DOC and DOCX) that are uploaded should be double-spaced with one inch margins in 12 point Arial font. Each uploaded document may not exceed ten pages in length.
3. Images may be in black and white or color or a combination thereof.

All Applications, including but not limited to, designs, ideas, concepts and communications, must be owned solely by the applicant who shall have sole liability for all third-party claims relating to or regarding the content of his/her Application. Applications that do not comply with these Official Grant Application Guidelines or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole and absolute discretion, will not be considered. Sponsor (and/or its designated agents), in its sole and absolute discretion, makes the final determination as to which Applications are accepted and are eligible for consideration for a Grant Award. From time to time during the Application Period, Sponsor may, in its sole and absolute discretion, choose to feature certain Applications on the Website and/or in advertising materials. Being featured on the Website and/or in advertising materials in no way impacts the likelihood of success of an applicant becoming a Grant Award recipient.

3. Applicant Representations and Warranties: By submitting an Application, the applicant warrants and represents to the Sponsor that: (i) he/she is the sole and exclusive owner of the Application and has all rights in connection with the Application; (ii) he/she consents to Sponsor's

use of his/her Application in the manner described in these Official Grant Application Guidelines; (iii) he/she has the full and exclusive right, power and authority to submit the Application and to grant Sponsor the rights to the Application herein granted; (iv) no part of the Application has been published; (v) he/she has not granted any rights in the Application to any person or entity; and (vi) he/she will indemnify and hold Sponsor harmless for any breach of these Official Grant Application Guidelines.

4. Selection Criteria: All Applications will be reviewed by a qualified panel of individuals appointed by Sponsor. These individuals will select the Grant Award recipient(s) from the Applications that best improve communities through the creation and development of community-based green buildings. All decisions of these individuals are final.

5. Grant Award(s): Sponsor will award at least one grant of UltraTouch™ Denim Insulation (“Grant Award”). Sponsor may award more grants depending on the amount of UltraTouch™ Denim Insulation available. The quantity, value and Insulation Type of any given Grant Award will be based on the requested amount and Insulation Type for a given project, but will ultimately be determined by Sponsor in its sole discretion. There is no cost for the UltraTouch™ Denim Insulation. Sponsor will schedule a delivery date in coordination with Grand Award Recipient and, provided this date is not changed by Grant Award Recipient, one-way shipping of the UltraTouch™ Denim Insulation will be included as part of the Grant Award. If the originally scheduled shipping date is changed by Grant Award Recipient, then Grant Award Recipient will be responsible for the shipping of the UltraTouch™ Denim Insulation. All costs associated with storage, installation, additional shipments or any other costs once the awarded UltraTouch™ Denim Insulation is delivered will be the responsibility of the Grant Award recipient. Grant Award recipient will be notified by e-mail, mail or phone. By submitting an Application, all applicants expressly consent to notification by email. If any Grant Award notification is returned as undeliverable, or if a Grant Award recipient does not respond to the notification within five (5) business days of notification, Grant Award will be forfeited and an alternate applicant may be chosen. At Sponsor’s sole discretion, unclaimed Grant Awards may not be awarded. Grant Awards may not be transferred or assigned. Except where prohibited by law, Grant Award recipient, including any non-profit organizations, will be required to complete, sign and return a Copyright License and Affidavit of Eligibility, Ownership and Liability Release (the “Affidavit”), including a license for Sponsor and/or its affiliates to publish and distribute portions of or photos of buildings proposed to be built. Sponsor will not publish actual building designs or blueprints. The Affidavit will require applicant to represent and warrant that his/her employer does not have a policy prohibiting the awarding of a Grant Award to an employee, and to release Sponsor and its affiliates from all claims, causes of action and liability relating to the administration or fulfillment of the Grant Program, any of Sponsor's decisions in connection therewith, and the Grant Award(s). The Affidavit will include authorization to post Grant Award recipient's name and city online at the Website. Sponsor will not post the Application online; however, Sponsor will post information related to the building and project, such as the background of the project, the UltraTouch™ Denim Insulation granted, a description of the building or project including the civic purpose or green building qualifications, photographs of the project or building, and the Grant Award recipient’s name and location (the “Project Information”). The Affidavit will include authorization to post the Project Information online at the Website. Each recipient non-profit

organization will be required to agree in the Affidavit that acceptance of any Grant Award will be deemed to constitute a grant to Sponsor of the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, some or all of Grant Award Applications. Grant Award recipient may also be requested, after awarding of any Grant Award, to participate in further promotional activities. Participation in such activities (other than the promotional release of the winning Project Information, name, and city) is not a condition of participation in the Grant Program. Grant Award recipient will have ten (10) business days from receipt of the Affidavit to complete and return the documents to Sponsor. If the notification or Affidavit are returned as undeliverable or if the Affidavit is not completed and returned by such deadline or if a Grant Award recipient does not meet the eligibility or other requirements of the Grant Program, the Grant Award will be forfeited and an alternate applicant may be chosen as an alternate Grant Award recipient. All expenses incurred in using or taking advantage of the Grant Award, including but not limited to state, federal, or local taxes of any kind, or other expenses are solely the responsibility of Grant Award recipient. Any portion of the Grant Award not accepted or unclaimed and/or unused by the Grant Award recipient will be forfeited and will not be substituted.

6. Verification: All Grant Award recipient(s) are subject to Sponsor verification. The Sponsor's decisions are final and binding. An applicant is not deemed a recipient of any Grant Award, unless and until his/her eligibility has been verified and the applicant has been notified that the acceptance and verification process is complete. To be deemed a Grant Award recipient an applicant must follow and complete the Grant Award acceptance and verification process as directed.

7. General: This Grant Program is subject to all applicable federal, state, and local laws and regulations, and is void outside of the United States or where prohibited or restricted by law. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Applications. Sponsor is not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with, or utilized by, this Grant Program, which may limit the ability to participate or by any human error which may occur in the processing of the Applications in this Grant Program. By entering, applicants agree: (a) to be bound by these Official Grant Application Guidelines and by the decisions of the individuals selecting the Grant Award recipients, which are final and binding in all respects, (b) to be bound by the privacy policy applicable to the Website, and (c) that Sponsor may post, use, reuse, publish and re-publish, in whole or in part, edited or unedited, without restrictions as to changes or alterations, Applications, including Grant Award recipient's name and/or likeness, address (city and state only), and Grant Award information, in any and all media now existing or hereafter devised, for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, with attribution, but without notification, compensation or consents (except where prohibited by law). The Applications selected as Grant Award recipients will be posted on the Website for use by the **Blue Jeans Go Green™** and **UltraTouch™** Denim Insulation communities as a resource. Applicant will not be entitled to any compensation or other

consideration because of the use by Sponsor, Bonded Logic or any other entity of any ideas or concepts similar or identical to applicant's submission. Sponsor reserves the right to cancel, suspend and/or modify the Grant Program, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Grant Program, as determined by Sponsor in its sole discretion. In such event, Sponsor may award, in its sole discretion, the Grant Award(s) from among the eligible Applications received up to the time of the impairment. By acceptance of any Grant Award, the winning applicant agrees to release, hold harmless and indemnify the Sponsor and its affiliates, advertising/promotional agencies, representatives, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, 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, arising out of participation in the Grant Program or receipt, use or misuse of any Grant Award awarded herein.

8. Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, APPLICANT AGREES THAT NEITHER SPONSOR NOR ANY OTHER RELEASED PARTY, WILL BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, FOR LOSS OF PRIVACY OR SECURITY, FOR LOSS OF REPUTATION, FOR FAILURE TO MEET ANY DUTY (INCLUDING WITHOUT LIMITATION ANY DUTY OF GOOD FAITH OR LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT), OR FOR ANY OTHER DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO APPLICANT'S PARTICIPATION IN THIS GRANT PROGRAM OR DOWNLOADING OF ANY MATERIALS OR INFORMATION FROM THE WEBSITE, OR ACCESS AND/OR THE ACCEPTANCE OR USAGE OF ANY GRANT AWARD AWARDED IN CONNECTION WITH THIS GRANT PROGRAM, EVEN IF SPONSOR OR A THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY OR MISREPRESENTATION. APPLICANT AGREES THAT UNDER NO CIRCUMSTANCES WILL APPLICANT BE PERMITTED TO OBTAIN AN AWARD FOR, AND APPLICANT WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO APPLICANT.

9. Governing Law and Jurisdiction: This Grant Program, the rights and obligations of applicants and all Applications submitted, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Grant Application Guidelines shall be governed by, and construed in accordance with, the laws of North Carolina, without giving effect to any principles of conflicts of law. Should any provision of these Official Grant Application Guidelines be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. Except where prohibited, applicant agrees that: (1) any and all disputes, claims and causes of action arising out

of or connected with this Grant Program or any Grant Award awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of North Carolina or the appropriate North Carolina State Court located in Wake County, North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Grant Program, but in no event attorneys' fees.

10. Sponsor: The sponsor of this Grant Program is Cotton Incorporated, 6399 Weston Parkway, Cary, NC 27513 ("Sponsor").