

Levi Strauss & Co. Collaboratory Fellowship
OFFICIAL RULES, TERMS AND CONDITIONS

PLEASE READ THESE RULES, TERMS AND CONDITIONS BEFORE SUBMITTING AN APPLICATION.

The Levi Strauss & Co. Collaboratory Fellowship (the “*Collaboratory Fellowship*”) is designed to catalyze the next generation of leaders in fashion and apparel who share our commitment to social and environmental progress. The fellowship experience will provide resources and access to a growing community of peers and experts, all for the purpose of turning social and environmental ideas into tangible solutions. The 2016 Collaboratory Fellowship will focus on water use reduction.

Any eligible individual may apply to the Collaboratory Fellowship. Some individuals may be nominated to apply by nominating partners (“*Nominating Partners*” as defined herein), but all applicants must submit applications via the process prescribed herein and in accordance with the terms and conditions specified herein (such applicants become “*Participants*”). Applications will be screened for compliance with these Rules, Terms, and Conditions, interviewed and then judged by a Selection Committee (as defined herein) to determine the Collaboratory Fellowship Fellows (“the *Fellows*”). In order to participate in the Collaboratory Fellowship, applicants must submit ideas, concepts, images, designs, and/or other materials and information, as described in detail below (collectively, the “*Application*”), to Levi Strauss & Co. (“*LS&Co.*”) c/o GOOD WorldWide Inc. (“*GOOD*” or “*GoodCorps*”).

BY SUBMITTING AN APPLICATION, YOU BECOME A PARTICIPANT AND AGREE TO THESE RULES, TERMS AND CONDITIONS. IN ADDITION, YOU UNDERSTAND AND AGREE THAT YOUR APPLICATION AND THE PERSONAL INFORMATION COLLECTED FROM YOU MAY BE STORED BY LS&CO. AND THAT YOU MAY BE CONTACTED IN CONNECTION WITH THIS COLLABORATORY FELLOWSHIP OR SIMILAR COLLABORATORY FELLOWSHIPS BY LS&CO. OR ANY OTHER ENTITY INVOLVED IN THE COLLABORATORY FELLOWSHIP. PARTICIPATION IN THE COLLABORATORY FELLOWSHIP CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES, TERMS AND CONDITIONS (“*OFFICIAL RULES*”).

1. Eligibility. The Collaboratory Fellowship is open to emerging entrepreneurs or social entrepreneurs in the fashion and apparel industry who are, eighteen (18) years of age or older as of the beginning of the Collaboratory Fellowship Period (defined below) and proficient in written and spoken English. Additionally, Applicants must be able to attend a three (3) day Collaboratory Workshop in person at LS&Co.’s San Francisco offices from October 21-23, 2016. Employees of LS&Co. or GOOD, their respective subsidiaries, their respective advertising, promotion, fulfillment, or other coordinating agencies, (collectively, the “*Collaboratory Fellowship 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 or become a Participant. Any receivers of previous grants from LS&Co. or the Levi Strauss Foundation are also ineligible to submit an Application or become a Participant. Although LS&Co. may use mechanisms to verify the eligibility of Participants and Fellows (defined below), LS&Co. is under no obligation to verify the eligibility of any particular Participant or Fellow.

2. Collaboratory Fellowship Period. The opportunity to participate in the Collaboratory Fellowship begins at 10:00 AM PT on May 13, 2016 (the first date and time Applications may be submitted) and ends at 5:00 PM PT on June 30, 2016 (the last date and time Applications may be received) (the “*Application Period*”). The Application Period is followed by a period when the Selection Committee interviews and selects the Collaboratory Fellowship Selections (as defined and described below in Section 6) (the “*Judging Period*”). The Judging Period begins at 6:00 PM PT on June 30, 2016 and ends at 12:00pm PT on July 22, 2016. The Collaboratory Fellowship ends upon completion of the three (3) day Collaboratory Workshop in San Francisco on October 23, 2016 (the “*Collaboratory Fellowship Period*”).

3. Fellowship Opportunity. Subject to terms and conditions described herein, The Selection Committee will

select approximately 5-10 Participants at the end of the Judging Period as Fellows. LS&Co. will provide the following opportunity to each Fellow: one (1) round trip main cabin pass valid for air transportation between the major airport nearest each Fellow's residence and San Francisco, California (unless Fellow's residence is within 150 miles of San Francisco, in which case reasonable ground travel expenses will be provided); 3 nights' hotel accommodation in San Francisco, CA at a hotel determined by LS&Co. in its sole discretion (standard single room); attendance at a three-day collaboration between LS&Co. and all of the Fellows for the purpose of sharing ideas, resources, and information concerning social and environmental progress in the apparel industry; and meals while each Fellow is in San Francisco. (Approximate total retail value: \$2,000USD.)

Additionally, each Fellow will be expected to give a short presentation to LS&Co. near the conclusion of the in-person collaboration in which the Fellow will describe a specific project that can be accomplished within the apparel industry to advance social and/or environmental progress. Following the presentations, LS&Co. may, in its sole and absolute discretion, elect to offer to one or more Fellows the opportunity to enter into a separate grant agreement to partially or wholly fund any Fellow's project. LS&Co. may elect, again in its sole and absolute discretion, to offer total aggregate funding in the amount of \$50,000.00 (the "**Grant**") to one or more of the Fellows.

After the Judging Period, the Fellows will be notified by e-mail 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 LS&Co. to disqualify a Fellow (with the Fellow forfeiting any Fellowship Opportunity or consideration for funding). In such case, LS&Co. may select an alternate Fellow based on the Selection Committee's evaluation during the Judging Period.

4. How to Submit an Application. Before the end of the Application Period, Nominating Partners may nominate up to five (5) emerging leaders by completing a nomination form for each individual. GoodCorps will contact eligible nominees to suggest that they submit an Application during the Application Period. Applications must be submitted via the submission form contained on the website at: <https://goodsociety.typeform.com/to/mfdjIK> (the "**Site**") and conform with the requirements of Section 5 and any instructions on the Site's Application submission page. Individuals, groups, and organizations are eligible and can be nominated to submit Applications.

To be eligible for consideration for judging, an Application must (i) be submitted via 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.

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 Participants 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 LS&Co. in its sole and absolute discretion may be disqualified at any time without notice.

5. Application Content Guidelines.

Applications MUST:

- be in English;
- describe the purpose and social impact of the business or organization;
- describe an idea for a project to help promote social and/or environmental ideas in the fashion and apparel industry;
- be capable of being activated with the amount awarded in the Grant;
- be capable of being activated within 6 months of receipt of a Grant amount; 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:

- 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;
- 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;
- disparage or denigrate a product, service, person, company, or organization including, but not limited to, LS&Co., GOOD, a Nominating Partner, or any other Collaboratory Fellowship 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);
- describe a project with a purpose of re-granting potential Grant funds to another organization(s);
- 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 Grant, provided prior permission has been obtained from such organization; 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. LS&Co. may, in its sole and absolute discretion, reject, refuse, remove, delete, and/or disqualify or disallow any Application that LS&Co., in its sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Official Rules. If LS&Co. or any Collaboratory Fellowship Entity, at any time during the Collaboratory Fellowship 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 or related to a Participant's acts during the Collaboratory Fellowship Period, LS&Co. may, in its sole and absolute discretion, disqualify such Application and/or terminate Participant's involvement in the Collaboratory Fellowship without prior notice to Participant.

6. Application Selection. During the Judging Period, a panel of judges made up of staff members of LS&Co. as well as invited judges from Nominating Partners (the "**Judges**"), in their sole and absolute discretion, will review all eligible applications and will select as many Participants as they may in their sole and absolute discretion choose to interview (the "**Collaboratory Fellowship Selections**"). The Collaboratory Fellowship Selections will be selected based upon originality and creativity of submitted responses, the described project's anticipated or potential social and/or environmental impact, and the Application's adherence to these Official Rules and any other criteria the Judges may establish. The Judges will consider, in choosing Collaboratory Fellowship

Selections, whether each Participant is a leader within his/her respective organization, which organization: (1) makes an apparel product or provides an apparel-related service; (2) has been in operation for 1-5 years; (3) makes less than \$5 million in annual revenue; and (4) has fewer than 100 employees. Participants should demonstrate a commitment to incorporating social and environmental values within their organization and to reducing (or show an interest in reducing) the water footprint of their organization.

LS&Co., in its sole and absolute discretion, will make the final determination regarding the identities of Collaboratory Fellowship Selections. By entering the Collaboratory Fellowship, Participants agree to abide and be bound by, and not challenge the final decisions of the Judges. The Judges, in their sole and absolute discretion, reserve the right to select as many or few Collaboratory Fellowship Selections as they deem desirable.

7. Fellows Selection. Once the Judging Period has ended, the Judges shall select 5-10 Collaboratory Fellowship Selections as the Fellows. It is possible that two (2) or more Participants will submit Applications that contain the same or similar ideas and/or projects. Notwithstanding this, Fellows will be determined solely by the number of votes cast for each Collaboratory Fellowship Selection by the Selection Committee. LS&Co. is under no obligation to review or consider the similarity of other Applications in determining whether or not to accept an Application. LS&Co.'s decisions, in its sole and absolute discretion, are final and binding in all matters relating to the Collaboratory Fellowship.

LS&Co. may require a potential Fellow to complete Fellow documents as described in Section 11, such as a grant agreement ("**Grant Agreement**"), as a condition to receiving any portion of the Grant and to avoid disqualification as a Fellow. No substitution of a Grant is offered, except at the sole and absolute discretion of LS&Co. Any Grant is non-transferable. Neither LS&Co. nor any other Collaboratory Fellowship Entity is responsible for a lost or stolen Grant.

9. Taxes. There may be tax implications for the Fellows. LS&Co. recommends that Participants review their Application with their legal/tax advisor to determine their potential tax liability, if any, in connection with being named a Fellow or receiving a Grant as part of the Collaboratory Fellowship. If there is any tax liability, it will be the sole responsibility of the Fellows.

10. Grant of Rights to LS&Co. 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, trade secrets, rights of publicity, or trademarks. By submitting an Application, Participant hereby irrevocably grants LS&Co. and its successors and assigns an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right 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. Notwithstanding the foregoing, Participant does not grant to LS&Co. any right or license to make commercial use of the projects described by Participants in their respective Applications; however, LS&Co. reserves the right to require such right or license as an eventual term and condition of being a Fellow. Nothing herein will constitute an agency, employment, joint venture, or partnership relationship between any Participant and LS&Co. or GOOD.

11. Fellow Documents. After the Judging Period, LS&Co. may request and require from a Fellow the following items, each with the form and substance to be determined by LS&Co.:

1. a Grant Agreement for any Grant, in which the Fellow will agree, among other conditions, that use of the Grant will be in compliance with all applicable laws and regulations;
2. details about any proposed project activities, including a project plan;
3. an Affidavit confirming a Fellow's eligibility and adherence to these Official Rules; and
4. an agreement to provide certain marketing and publicity authorizations and biographical information concerning the Fellow.

LS&Co., in its sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. LS&Co. will notify the Fellows by e-mail. Upon e-mail notification, the Fellows must provide to LS&Co. within two (2) days their addresses and any other information requested by LS&Co. LS&Co. may require a Fellow within five (5) business days to complete, sign, and return any of the documents listed above, which will be sent to the addresses provided by the Fellow or by e-mail. If a Fellow is over 18 but under the age of majority in his or her state of residence, LS&Co. may require the Fellow's parent or guardian to sign and return the documents listed above and other documents related to the Collaboratory Fellowship.

If a Fellow (or a Fellow's parent or guardian, as applicable) is unwilling or unable to sign and return any document listed above within the specified time period, to provide any item set forth in any document listed above within the specified time period, or to otherwise timely comply with these Official Rules, then LS&Co. may void that Fellow's eligibility as a Fellow. In such case, LS&Co. will not have any further obligation to that Fellow, but LS&Co. may, in its sole and absolute discretion, choose an alternate Fellow using the same selection method as used to select the forfeited Fellow.

If LS&Co. determines, in its sole and absolute discretion, that a Fellow has misused a Grant, LS&Co. will report to the Internal Revenue Service (IRS) the amount of funds provided to that Fellow, and the IRS may deem those funds as taxable income to that Fellow.

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 LS&Co. in writing if the Participant changes his or her e-mail or postal address during the Collaboratory Fellowship Period.

The Collaboratory Fellowship is offered by LS&Co., 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 Collaboratory Fellowship, Participants further agree to release, indemnify, defend and hold LS&Co., the other Collaboratory Fellowship 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 Collaboratory Fellowship, 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 Collaboratory Fellowship or acceptance or use of a Grant, or parts thereof, including, without limitation, (i) any condition caused by events beyond the control of LS&Co. that may cause the Collaboratory Fellowship 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 Grant, or acceptance, possession, or use of a Grant, or from participation in the Collaboratory Fellowship; and (iii) any printing or typographical errors in any materials associated with the Collaboratory Fellowship. Fellows agree to be bound by these Official Rules, and LS&Co.'s decisions in all respects relative to the Collaboratory Fellowship are final.

IN NO EVENT WILL LS&CO. AND/OR ANY COLLABORATORY FELLOWSHIP ENTITIES BE LIABLE TO YOU OR ANY PARTICIPANT, FELLOW, OR PARTICIPATING ORGANIZATION, 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 COLLABORATORY FELLOWSHIP, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ANY COLLABORATORY FELLOWSHIP 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.

APPLICATIONS ARE NOT EDITED BY LS&CO. OR ANY OTHER COLLABORATORY FELLOWSHIP ENTITY, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF LS&CO. OR ANY OTHER COLLABORATORY FELLOWSHIP ENTITY IN ANY MANNER.

Any waiver of any obligation hereunder by LS&Co. or any other Collaboratory Fellowship Entity does not constitute a general waiver of any obligation in favor of Participant(s). If any provision, license, or right in these Official Guidelines is restricted or invalidated by an applicable law or legal judgment, the remainder of these Official Guidelines will be construed so that all other legally permitted provisions, licenses, or rights in these Official Guidelines remain valid and enforceable.

All Applications become property of LS&Co. and none will be acknowledged or returned.

LS&Co. reserves the right, in its sole discretion, to cancel, modify, or suspend the Collaboratory Fellowship, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the Collaboratory Fellowship is compromised, without liability to Participants or voters. LS&Co. reserves the right to disqualify any Participant or Fellow in its sole and absolute discretion.

The Collaboratory Fellowship is void where prohibited or restricted by law. The Collaboratory Fellowship is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. By participating in the Collaboratory Fellowship, Participants acknowledge that they have read these Official Rules and agree to abide by them and by the decisions of LS&Co., which are final and binding on all matters pertaining to the Collaboratory Fellowship.

These Official Rules are governed by the law of the State of California, excluding rules governing the choice of laws. Any action, suit, or case arising out of, or in connection with, the Collaboratory Fellowship or these Official Rules must be brought in either the federal or state courts located in San Francisco County, California.

14. Sponsor: Levi Strauss & Co., 1155 Battery Street, San Francisco, CA 94111.