

2012 Great Charity Giveaway

Table of Contents

[Overview of Rules](#)2

[Official Rules Extended](#)3

[About](#)12

[FAQ](#)13

[Copyright Policy](#)21

[Privacy Policy](#)23

[Terms of Use](#)24

OVERVIEW OF RULES:

APPLICATION PROCESS

Submit an application online at www.greatcharitygiveaway.com. Applications will be reviewed to ensure you meet the criteria as a qualifying charity. You should expect a reply within 1-2 business days. If any missing information is needed, we will contact you.

WINNER SELECTION PROCESS

Application deadline for submission is Tuesday August 14th, 2012 at 5:00pm PM EST. Please read eligibility to ensure your charity qualifies. If you have questions please see our [F.A.Q.](#)

First round voting will begin August 15th, 2012 at 8:00 AM EST – Wednesday, and end Friday August 24th, 2012 at 5:00 PM EST.

The first round, TOP 10, will be notified Friday August 24th that they are in the running for the top 5 prizes.

FINAL ROUND, TOP 10 voting will begin Friday, August 24th (once top 10 are determined) 2012 and end on August 31, 2012 at 5:00 PM EST.

Winners will be determined by the number of “likes” for their charity. Winners will be announced Wednesday, August 31, 2012 at 5:30 PM EST. In the event of a tie in first round 10th place or final round 5th place, we will look back to the previous day to see who was in the lead.

-Charities should promote and link back to our Facebook page (facebook.com/suburbancollection) to vote for their charity.

-Charities can promote the event via word-of-mouth, Facebook, twitter, blogs, personal charity website, etc. (see “how to”).

OFFICIAL RULES

Summary of the Rules

Here's a clear and simple overview of the Official Rules, which govern your participation in The Suburban Collection Great Charity Giveaway. The full version of the [Official Rules](#) can be found below this summary.

Great Charity Giveaway Overview

- **Preliminary:** From August 1st, 2012 to August 14th, 2012, Charities can submit an application for approval.
- **First Round Voting:** From Wednesday, August 15th, 2012 to Friday, August 24th, 2012 at 5:00 PM EST the eligible charities will be available to receive votes through the Facebook application for first round voting. Once the charities are up, Charities should encourage friends, family, and followers to “like” their organization on www.greatcharitygiveaway.com via “share” feature, word of mouth, email blast, etc. The most “likes” for the logo/image will determine the 1ST through 10th placement.
- **Winner Notification:** The top 10 charities will be notified if that they have advanced to the final round and automatically re-registered.
- **Top 5, Final Round Voting:** From Friday, August 24th, 2012 to Friday, August 31st, 2012 at 5:00 PM EST the top 10 charities will start from a voting count of “0” likes. Once again, Charities should encourage friends, family, and followers to “like” them on www.greatcharitygiveaway.com page via “share” feature, word of mouth, email blast, etc. The most “likes” for the logo/image will determine our top (5) prize winners respectively.

Participating and Voting

NO PURCHASE NECESSARY TO PARTICIPATE OR VOTE. During the voting period, Participants who allow "Access" and "Like" the Great Charity Giveaway application on the Facebook platform, may vote for Charities. Each Participant will be limited to (1) vote per day, and able to vote each day in both Round 1 and the Final Round.

Charitable Donations

Provided each winning Charity meets all the eligibility and other requirements of the Official Rules, The Suburban Collection will make a total of \$40,000 in donations as follows:

- The Suburban Collection will donate to the top 10 Charities (those who make it to the FINAL ROUND) receiving the most votes in the following amounts:
 - \$15,000.00 to the Charity receiving the most votes (rank 1);
 - \$10,000.00 to the runner-up Charity (rank 2);
 - \$5,000.00 to the next runner-up Charity (rank 3);
 - \$3,000.00 to the next runner-up Charity (rank 4);

- \$2,000.00 to the next runner-up Charity (rank 5);
- \$1,000.00 to the next 5 Charities (rank 6-10);

Charity Eligibility

Michigan based non-profits. Charities must be recognized as a 501(c)(3) public charity in the GuideStar database as of 12/31/11 and have annual operating expenses equal to or greater than \$100,000 and equal to or less than \$10,000,000, and must meet other eligibility requirements found in the full Official Rules.

Additional Terms

For information on content submissions The Suburban Collection, liabilities, warranties, disclaimers and disputes, as well as the rest of the [Official Rules](#), please see below.

SPONSOR:

The Suburban Collection
1795 Maplelawn
Troy, MI 48084

OFFICIAL RULES EXTENDED

Great Charity Giveaway

These rules (the "Official Rules") govern the Great Charity Giveaway and set forth the terms and conditions between The Suburban Collection and each nominee ("Charity(ies)") and user of the Great Charity Giveaway application on the Facebook platform ("Participant(s)"). Participation in this Program constitutes acceptance of these Official Rules.

The Program

The entire program consists of an application process and voting process from Wednesday, August 1st, 2012 to Friday, August 31st, 2012. There will be (2) rounds of voting. The first round begins August 15th, 2012 – August 24th, 2012. Top 10 charities will re-enrolled for Final round Top 3 voting. The final round, top 3 voting begins Friday, August 24th, 2012 – August 31st, 2012.

How to Participate

NO PURCHASE NECESSARY TO PARTICIPATE. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

Application Submission: Applications can be submitted on The Suburban Collection Facebook page or at www.greatcharitygiveaway.com from Wednesday, August 1st, 2012 through Tuesday August 14th, 2012. Applications will be approved within 1-2 days.

Voting: First round voting begins August 15th, 2012 at 8:00 AM EST and runs through August 24th, 2012 at 5:00 PM EST. Final round voting begins Friday August 24th, 2012 (after first round is verified and concluded) and runs through August 31st, 2012 at 5:00 PM EST. Entrants should encourage supporters of their charities to vote for their charity. Winners will be determined when voting closes on August 31, 2012.

The Suburban Collection is not responsible for, nor is it required to count, in its sole and absolute discretion, late, lost, misdirected, unlawful or illicit votes, votes cast for Charities later determined to be ineligible, votes achieved through automated means, by registering more than one user profile, using another Participant's e-mail account and name, as well as those that are achieved through other fraudulent means, unsportsmanlike conduct or in a manner otherwise inconsistent with these Official Rules.

Donations

The Suburban Collection will make a total of \$40,000.00 in donations to Charities meeting all the eligibility requirements as follows:

Winners

The Suburban Collection will donate to the top 10 Charities receiving the most votes in the following amounts:

- \$15,000.00 to the Charity receiving the most votes (rank 1);
- \$10,000.00 to the runner-up Charity (rank 2);
- \$5,000.00 to the next runner-up Charity (rank 3);
- \$3,000.00 to the next runner-up Charity (rank 4);
- \$2,000.00 to the next runner-up Charity (rank 5);
- \$1,000.00 to the next 5 Charities (rank 6-10);

On or about 08/31/2012 at 5:30pm, the top 10 Charities will be announced on The Suburban Collection Facebook page, as well as the Great Charity Giveaway page.

In the event of a tie, the Charities will be chosen based on who received the most votes the previous day within The Suburban Collection's records. The Suburban Collection may award additional donations as it deems appropriate.

Each winning Charity may be required to substantiate it meets the eligibility and other requirements of these Official Rules. Those requirements include, but are not limited to, proof of 501(c)(3) status as well as operating expenses. Charities will also be required to complete and return the required grant application and grant agreement and, except where prohibited, a Publicity Release. If required, documents must be returned within ten (10) days of receipt or the Charity may be disqualified. The Executive Director of each Charity must be available to speak with The Suburban Collection within five (5) days of The Suburban Collection's request. No transfer or assignment of the donation is permitted. Charities should receive all, or a portion (as described below), of their donations 6-8 weeks after The Suburban Collection determines that

eligibility requirements and standards have been met and The Suburban Collection has received all required documentation. The Suburban Collection may distribute donations in increments, subject to receipt of consulting services, or pursuant to an implementation plan mutually agreed upon between The Suburban Collection and the winning Charity. Additionally, the winning Charities must use their donations in support of their missions and in alignment with these Official Rules. Furthermore, the eligible Charity receiving the most votes will be required to use its donation to fund their Michigan based plans submitted by that Charity subject to any modifications The Suburban Collection deems appropriate. The Suburban Collection reserves the right to withhold any portion of the donation awarded through this Program, and Charity may be required to return the donation, in the event of Charity's failure to comply with these Official Rules or the grant agreement between the parties. Federal, State and Local taxes and fees, if any, are the winning Charity's sole responsibility.

Eligibility

The Great Charity Giveaway is open to all Participants who allow "Access" and "Like" The Suburban Collection Great Charity Giveaway application on the Facebook platform and abide by these Official Rules. In order to be eligible to receive a donation through the Great Charity Giveaway, a Charity must:

- be a Michigan based non-profit;
- be recognized as a 501(c)(3) public charity in the Guidestar database as of 12/31/11 and be available for selection through the Great Charity Giveaway application as of 08/15/2012;
- be 501(c)(3) public charities and not be subject to any U.S. sanctions;
- have annual operating expenses of greater than or equal to \$100,000 and less than or equal to \$10,000,000 based on most recent IRS filings or otherwise substantiated through audited financial statements;
- be listed in IRS Publication 78;
- not be designated by the IRS as a private foundation;

NOTE: A Charity's failure to maintain its 501(c)(3) status may, in The Suburban Collection's sole and absolute discretion, disqualify a Charity from the Great Charity Giveaway or from receiving any or all of a donation awarded through the Great Charity Giveaway.

Charities may also be deemed ineligible if in The Suburban Collection's sole and absolute discretion, a Charity, its management or affiliated organizations, among other things:

- is, or has been, under any investigation for fraud, misconduct (financial or otherwise) or other criminal activity;
- promotes or suggests, directly or indirectly, the use of any illegal drugs, prostitution or pornography, violence, or the underage use of alcohol;
- disparages or denigrates any race, age, gender, disability, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition or otherwise discriminates (in an exclusionary way) against any of those groups based solely on being classified as fitting into those groups;

- disparages, denigrates (in writing or otherwise), or acts by means of adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, The Suburban Collection or participants in the Great Charity Giveaway;
- spends a significant amount of time advancing a particular political party or candidate or supporting lobbying for any particular party, candidate and/or cause, or expanding or encouraging a membership or a particular political party, candidate or lobbying effort;
- participates in the Great Charity Giveaway, or otherwise conducts itself, in an unsportsmanlike or inappropriate manner;
- is a post-secondary educational institution providing at least two or four year degrees or an associated alumni association, fraternity or sorority except to the extent they are organized as an independent 501(c)(3) meeting the eligibility requirements of these Official Rules; or
- violates the Official Rules.

Any organization determined to be ineligible at any time will be disqualified. The Suburban Collection retains the right at its sole discretion to determine eligibility and reserves the right to disqualify any Charity at any time for any reason whatsoever. Additionally, The Suburban Collection reserves the right to eliminate a Participant's involvement and all votes cast through the Great Charity Giveaway, in its sole discretion, determines Participant is not abiding by these Official Rules or otherwise acting in an unsportsmanlike or inappropriate manner. Decisions by The Suburban Collection will be binding and conclusive on all matters.

Submissions License

Each Participant and Charity may have the opportunity to post videos, photos, text, or other content ("Submissions") through the Great Charity Giveaway application including, but not limited to, those found on the Charity Profile Pages, or any other portion of the Great Charity Giveaway website that allows for user generated content. Each Submission will remain the property of the respective Participant or Charity who will have sole responsibility and liability for any claims related to those Submissions. However, each Participant and Charity grant The Suburban Collection and its affiliated companies a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid right and license: (a) to make, have made, use, copy, reproduce, modify, and create derivative works of any Submissions provided by Participant or Charity through the Great Charity Giveaway, (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of the Submissions (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally, each Participant and Charity consent to the use of his/her/its name, statements, photographs, videos, voice recordings and likenesses for publicity purposes, as well as any other purpose associated with the Great Charity Giveaway. Each Participant and Charity agrees such grant and consent is without restrictions or additional compensation or permission of any kind.

Submissions

Once applications are submitted, The Suburban Collection will notify the Charity if any additional information is needed for participation.

Submissions Warranties

In addition to meeting the specifications listed at the time of submission, each Participant and Charity represent and warrant that he/she/it will not post, or submit for posting, any content not in English or content referencing, facilitating, containing or using, Prohibited Content. "Prohibited Content" includes, but is not limited to, content that, The Suburban Collection, in its sole and absolute discretion determine, violates these Official Rules or any applicable law, as well as:

That which promotes, suggests or encourages:

- Gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
- The use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
- The taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

Or otherwise contains:

- Obscene, defamatory, libelous, slanderous and/or unlawful content;
- Content that infringes upon, or otherwise violates, the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights;
- Content that is deceptive or fraudulent;
- Hate speech, or other discriminatory, disparaging or denigrating content, whether directed at an individual or a group, and whether based upon race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition;
- Content that disparages, denigrates, or uses adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, The Suburban Collection or participants in the Great Charity Giveaway;
- Content the primary purpose of which is to advance a religious denomination, expand membership or encourage conversion;
- Content advancing a particular political party or candidate or supporting lobbying for any particular party or candidate, or expanding or encouraging a membership or a particular political party, candidate or lobbying effort;
- Content inconsistent with these Official Rules; or
- Unsportsmanlike conduct.

Submissions Disclaimers

THE SUBURBAN COLLECTION RESERVES THE RIGHT, BUT IS NOT OBLIGATED, TO REVIEW, REJECT AND/OR REMOVE SUBMISSIONS AT ANY TIME AS IT DEEMS APPROPRIATE IN ITS SOLE DISCRETION AND THAT THERE MAY BE A DELAY IN POSTING SOME SUBMISSIONS AS A RESULT. THE SUBURBAN COLLECTION DOES NOT ENDORSE OR GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIMS ALL LIABILITY FOR, ALL SUBMISSIONS, INCLUDING POSTS MADE BY EMPLOYEES OR SUPPLIERS WHO ARE NOT AUTHORIZED ADMINISTRATORS OF THIS SITE. THE SUBMISSIONS ARE NOT EDITED BY THE SUBURBAN COLLECTION NOR DO THEY NECESSARILY REPRESENT OR REFLECT THE VIEWS OR OPINIONS OF THE SUBURBAN COLLECTION.

Trademarks

In consideration of a Charity participating in the Great Charity Giveaway, The Suburban Collection grants to Charity a nonexclusive, non-transferable, revocable license ("Trademark License") to use the Great Charity Giveaway "banners," and the trademarks embedded within those "banners," found on the Charity Profile Page within the Great Charity Giveaway application, but solely in conjunction with its participation in the Great Charity Giveaway in accordance with these Official Rules. The Trademark License shall terminate immediately upon notice from The Suburban Collection or upon the termination of the Charity's participation in the Great Charity Giveaway, whichever occurs first. Charities shall not incorporate any trademarks of The Suburban Collection, any derivative of those trademarks or any mark which is similar to any The Suburban Collection trademarks, into Charity's name, and shall not use any The Suburban Collection trademark or any mark similar to any The Suburban Collection trademark, in the promotion of any products or services other than in the promotion of Charity's participation in the Great Charity Giveaway. Notwithstanding anything in these Official Rules to the contrary, The Suburban Collection, at any time in its sole discretion, may modify or eliminate the "banners" subject to the Trademark License, or limit or terminate the Trademark License, with or without cause

Title and ownership to The Suburban Collection 's marks, including, but not limited to, trademarks, domain names, logos as well as any other branding element of The Suburban Collection shall remain with The Suburban Collection. Except as otherwise provided in these Official Rules, no right or license is granted to any third party as it relates to any copyright, patent, or trademark of The Suburban Collection.

Warranties and Disclaimers

Participant and Charity represent and warrant that anything submitted through the Great Charity Giveaway does not: (a) infringe on the intellectual property rights of a third party; (b) contain confidential information that violates any obligation of confidentiality; (c) contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and (d) contain information that is unlawful, inappropriate, slanderous, libelous, defamatory, disparaging discriminatory, indecent, obscene, hateful or tortuous.

Furthermore, Participant and Charity represent and warrant each have not and will not take any action that interferes with the rights granted to us under these Official Rules.

THE PROGRAM MAY CONTAIN TECHNICAL AND OTHER ERRORS AND LIMITATIONS AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SUBURBAN COLLECTION DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS IT RELATES TO THE GREAT CHARITY GIVEAWAY. THE ENTIRE RISK AS IT RELATES TO THE PROGRAM IS ASSUMED BY PARTICIPANT AND CHARITY.

Limitation of Liability

The Suburban Collection, in its sole discretion, reserves the right to suspend, cancel or modify the Great Charity Giveaway without notice or liability if the integrity of the Great Charity Giveaway is compromised in any manner as determined by The Suburban Collection, or if the Great Charity Giveaway is not capable of being conducted as intended by The Suburban Collection. The Suburban Collection assumes no responsibility for any loss or damage to Participant's, Charity's, or to any other person's computer relating to, or resulting from, entering, accessing or downloading any information or software in connection with this Great Charity Giveaway or otherwise participating in the Great Charity Giveaway. The Suburban Collection and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, problems with the platform on which the Great Charity Giveaway application runs, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the Participant or Charity, for printing or typographical errors in any Great Charity Giveaway -related materials, or by any of the equipment or programming associated with or utilized in this Great Charity Giveaway, or by any human or other errors that may occur in connection with the Great Charity Giveaway.

Release and Indemnity

Participant and Charity release The Suburban Collection, and its parent, affiliates, subsidiaries, officers, directors, agents, employees, Facebook, Inc., and all others associated with the development and execution of this Great Charity Giveaway, from any and all liability with respect to, or in any way arising from, this Great Charity Giveaway, including, but not limited to, any suspension, modification or cancellation of the Great Charity Giveaway, Submissions received or posted, and/or acceptance or use of the donation, including liability for personal injury, death, damages or loss. The Suburban Collection is not responsible for donation quality or utility. Furthermore, by participating in the Great Charity Giveaway, Participant and Charity agree to indemnify, defend and hold harmless The Suburban Collection, its agents, and their respective parents, and its and their subsidiaries, affiliates, successors, licensees, and assigns, and each of their directors, officers, agents, equity holders and employees, from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees and costs) which arise out of any breach of these Official Rules.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL THE SUBURBAN COLLECTION BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

Governing Law and Disputes

Except where prohibited, Participant and Charity agree that: (a) any and all disputes, claims and causes of action arising out of or connected with the Program or any donation awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in MICHIGAN, U.S.A; (b) all issues and questions concerning these Official Rules and the Program shall be governed by and construed in accordance with the laws of MICHIGAN, U.S.A., without giving effect to any choice of law or conflict of law rules.

Miscellaneous

The Suburban Collection may, in its sole and absolute discretion, choose to feature certain Charities in Great Charity Giveaway related materials. Being featured does not indicate The Suburban Collection's preference for or endorsement of that particular Charity, its cause, or Submissions. The Suburban Collection will not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by The Suburban Collection. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. The pages within the Great Charity Giveaway, including, but not limited to, the Charity Profile Pages, may contain links to other third party web sites. We do not control, nor are we responsible for endorse or guarantee the content, products, services or other information or recommendations provided by linked sites, and are not liable for reliance on or use of such items on those sites. Your access, use and reliance upon such content, products or services are at your own risk. The Great Charity Giveaway is in no way sponsored, endorsed or administered by, or associated with; Facebook, Inc. and any questions regarding the Great Charity Giveaway should be directed to The Suburban Collection.

Sponsor

The Suburban Collection

ABOUT THE SUBURBAN COLLECTION

Based in Troy, MI, The Suburban Collection offers an array of automotive solutions to retail and industry customers throughout Michigan and Florida. The company's 60-year commitment to customer service excellence is backed by a comprehensive selection of brand names, spanning 32 convenient dealership locations and AAA-approved auto repair and collision service centers - including two Fischer Body Refinishing locations. The Suburban Collection also operates the Southeastern Michigan Accessory Center (SEMAC), a GM-authorized accessory distributor installer. The company's Competitive Vehicle Services (CVS) division ensures that the latest vehicle models are always within reach of businesses that design and test the vehicle safety of the automobiles of tomorrow.

The Suburban Collection sells and services 40 automobile brands in 26 retail locations throughout Michigan, California and South Florida. These dealerships provide comprehensive services, including sales of both [new](#) and [used](#) cars and light trucks, sales of [replacement parts](#), performance of [vehicle maintenance](#), warranty, paint and [collision repair](#) services, and arrangement of extended warranty contracts, [financing](#) and insurance for the company's customers.

For over 60 years, The Suburban Collection has been a partner with our national, regional and local organizations, working to improve education, provide children and family services and to enhance the quality of life.

The spirit of giving is supported by our staff who actively participates in blood drives, relays, toy drives and other community activities. At [The Suburban Collection](#) we are proud to invest in the things we care about, our family, our community, our future.

To learn more about The Suburban Collection, please visit www.suburbancollection.com

Frequently Asked Questions

General Program Information

What is the Great Charity Giveaway?

The Suburban Collection *Great Charity Giveaway* is designed to benefit Metro Detroit charities while leveraging their resources to build awareness of the Suburban Collection via social media.

How is The Suburban Collection involved in the Great Charity Giveaway?

For over 60 years, [The Suburban Collection](#) has been a partner with our national, regional and local organizations, working to improve education, provide children and family services and to enhance the quality of life.

The spirit of giving is supported by our staff who actively participates in blood drives, relays, toy drives and other community activities. At [The Suburban Collection](#) we are proud to invest in the things we care about, our family, our community, our future.

The Suburban Collection began the Great Charity Giveaway, aiming to support local charities whom may not had a chance to receive nationally donated money from larger charitable contests. The Suburban Collection specifically wanted to benefit Metro Detroit charities where the money they receive will be used to benefit those in the surrounding communities.

Is the Great Charity Giveaway new?

The Suburban Collection Great Charity Giveaway began in 2011. We are hoping it will be a growing success, and have plans to continue our charitable contest efforts for the Metro Detroit communities.

How much funding is at stake?

- The Suburban Collection will donate to the top 10 Charities receiving the most votes in the following amounts:
 - \$15,000.00 to the Charity receiving the most votes (rank 1);
 - \$10,000.00 to the runner-up Charity (rank 2);
 - \$5,000.00 to the next runner-up Charity (rank 3);
 - \$3,000.00 to the next runner-up Charity (rank 4);
 - \$2,000.00 to the next runner-up Charity (rank 5);
 - \$1,000.00 to the next 5 Charities (rank 6-10);

How long does the program run?

Applications will begin to be accepted starting August 1st, 2012. The application deadline is August 14th, 2012 at 5:00 PM EST. After that time no other applications will

be accepted. First round voting will take place August 15, 2012 – August 24, 2012 at 5:00 PM EST. The top 10 charities will be notified and re-enrolled for Final round voting. Final round voting for the top (3) will take place August 24, 2012 – August 31, 2012 at 5:00 PM EST.

What charities are eligible for the Great Charity Giveaway?

Michigan based non-profit, 501(c)(3)Charities are eligible to participate.
Charities with expenses greater than \$100,000 but less than \$10,000,000 in 2011.
Charities that meet the full rules and guidelines of the Great Charity Giveaway.

When will the winners be determined?

Three weeks of voting will run from August 15, 2012 through August 31, 2012 through (2) rounds of voting. The First round will consist of ALL approved entries. Voting for first round ends August 24, 2012 at 5:00 PM EST. The top (10) charities will continue to the Final round voting starting from “0” likes. Winners will be determined from the number of “likes” they receive on their video submission. Participants should promote the contest directing them to The Suburban Collection Facebook page in order to vote.

I am a member of the media and would like to contact someone at The Suburban Collection about the Great Charity Giveaway. Who can I contact?

Media inquiries should be directed jsardelli@suburbancollection.com.

Information for Participants

Why can't I vote? Did I do something wrong?

Before you can vote, you must *Like* and allow access to Great Charity Giveaway. Just click the *Like* Button found several places throughout the program. You are allowed to vote once per day for each day of open voting.

Can I participate if I am not a Suburban Collection customer?

Yes, participation is not limited to Suburban Collection customers.

Do I have to make a donation of some sort to participate in this program?

No, the donations to the winning organizations will come from The Suburban Collection. However, you do have the opportunity to link to a charity designated to website to donate directly to a charity if you wish.

Can I vote if I am not a U.S. Citizen?

As long as you have an official Facebook account and login you are eligible to vote.

Why do I need to *Like* The Suburban Collection / Great Charity Giveaway?

Users who have *Liked* The Suburban Collection / Great Charity Giveaway are allowed to vote for their favorite charities participating in The Suburban Collection / Great Charity Giveaway.

Will I receive email communications from The Suburban Collection as a result of *Liking* Great Charity Giveaway?

You will not receive any email communications from The Suburban Collection simply for *Liking* the Great Charity Giveaway or The Suburban Collection.

If I *Liked* last time, do I need to *Like* The Suburban Collection Great Charity Giveaway again this time?

No. If you previously *Liked* The Suburban Collection / Great Charity Giveaway, you do not have to *Like* again.

What is "Request for Permission" and why should I allow "access?"

The Request for Permission allows The Suburban Collection to access and use your information to administer and communicate with you regarding the Great Charity Giveaway.

How do I search the charities I want to vote for?

When looking at the Great Charity Giveaway application, click “View Entries” to see all contestants.

Why can't I find the charity I want to vote for?

Only charities that are qualified and participating in the Great Charity Giveaway will be able to be voted for. Click “View Entries” to see those who participated.

How many votes do I get?

1 vote per day of voting.

Do I need to notify a charity that I am voting for them?

No, you do not need to notify a charity once you vote for it. However, we hope you will spread the word about this program to family, friends, and the local charities that matter to you.

What web browsers do The Suburban Collection / Great Charity Giveaway support?

Safari 5 on OSX, Firefox 3.5+ on OSX and Windows XP/Vista/7, and Internet Explorer 7 and 8 on Windows XP/Vista/7 are supported. Internet Explorer 6 is not supported by The Great Charity Giveaway.

Can I vote for a charity more than once?

You can vote (1) time per day. We encourage you to visit the site every day in order to check in on the voting progress of your charities.

Can I switch my vote after submitting my vote for a charity?

No, once you submit the vote you cannot un-vote. Please read all descriptions if you are unsure which one you'd like to vote for.

What controls does The Suburban Collection have in place to help ensure votes cast are valid?

If a number of likes appear for a particular Charity that seem invalid (ie: lack of photo, information, multiple international/non-Michigan users) The Suburban Collection will look into the validity of the votes.

Can I comment on a charity's page even if I did not vote for them?

The comments on pages of charities are meant to support the votes cast for that charity. If you would like to support a charity, you may vote for the organization and then add a comment in support of your vote.

What is sharing? Is that something I have to do?

Sharing is a great way to spread the word about The Suburban Collection and the Great Charity Giveaway or about your favorite charities. You may post to your Wall or Twitter feed by clicking the icons found across several The Suburban Collection / Great Charity Giveaway pages. You can also invite your friends to visit a charity's page directly. You don't have to do it, but it's a convenient and easy way to get your friends involved in the Great Charity Giveaway.

How do I report content that may be inappropriate on a charity page?

If you believe there may be a violation of the official rules, you may contact us at jsardelli@suburbancollection.com . We take these matters very seriously and reserve the right to eliminate votes, participants, and charities from the program in the event there is a violation.

Can I donate to my favorite charity?

You may choose to donate on your own to a charity you support with no affiliation to The Suburban Collection or the Great Charity Giveaway. It is not required by any means.

Information for Charities

What is a charity administrator? What are their required qualifications?

A charity administrator is a person authorized by the charity to act on its behalf. As such, it is their sole responsibility to set up and edit the Charity Profile Page within The Suburban Collection Great Charity Giveaway application. They will serve as the point of contact between a charity and The Suburban Collection Great Charity Giveaway. In order to help ensure the authenticity of the Administrator, he/she will be asked to provide certain documentation on behalf of the charity. Please note, there can be only one charity Administrator.

Who can be a charity administrator?

Anybody who is properly authorized by a charity to act on its behalf may be a charity administrator.

How will The Suburban Collection use the information I provide in conjunction with my application to be the charity administrator?

The Suburban Collection will display the charity administrator's name on the Charity Profile Page. However, it will not link to the administrator's personal profile. Additionally, The Suburban Collection will use your information to contact you on matters related to The Suburban Collection Great Charity Giveaway.

Can a charity administrator vote for his or her own charity?

Yes, he/she can.

Why isn't my charity eligible for this program?

If you're having difficulty finding your charity, we recommend searching by a combination of the charity's name and city, state, or zip code. If you still cannot locate it, your charity may not be eligible for The Suburban Collection Great Charity Giveaway. This may be because:

- Your charity may have an annual operating expense less than \$100,000 or greater than \$10,000,000.
- Is not Michigan based.
- Your charity does not otherwise meet our eligibility requirements.

To learn more about eligibility requirements, see our Official Rules 2012.
www.greatcharitygiveaway.com.

If you have a question about a specific charity that you can't find or you would like The Suburban Collection to consider adding your charity in a future program, please notify jsardelli@suburbancollection.com.

Why is this program limited to only 501(c)(3) organizations? Why aren't all nonprofits included?

Participants will have hundreds of thousands of charitable nonprofit organizations to choose from. Focusing The Suburban Collection Great Charity Giveaway program on nonprofits with the IRS 501(c)(3) public charity designation helps ensure that your votes and our dollars will go to organizations that serve the general public for charitable purposes.

How do you determine if a charity's annual expenses are between \$10,000 and \$10,000,000?

The Suburban Collection Great Charity Giveaway will verify the annual expenses of the top vote getters to help ensure that the expense requirement is met. Charity annual expenses are provided by Guidestar, which compiles its data from Form 990 tax returns obtained from the Internal Revenue Service. However, all charities may not be required to file a Form 990 e.g., a charity that is a chapter of a national organization with a group exemption and is included in a group return filed by the parent entity. In such cases, or if expense data was generally not available on Guidestar as of December 31, 2011, a charity may be asked to provide alternative financial documentation to confirm its eligibility in the program. The Suburban Collection Great Charity Giveaway reserves the right to disqualify a charity if valid financial documentation is not provided. See Official Rules 2012 for details. www.greatcharitygiveaway.com.

Apart from getting the most votes, what else must a charity do to receive their grant?

Charities must be eligible and also comply with The Suburban Collection's [Official Rules 2012](#). www.greatcharitygiveaway.com.

Can a charity take itself out of the running?

While we encourage all eligible charities to participate, a charity may remove itself from the program by submitting a request to jsardelli@suburbancollection.com. To protect charities from invalid removal requests, only requests sent by the Executive Director or the senior most executive of the organization will be accepted. Follow up may be conducted through a phone call and/or written letter.

Why would a charity remove itself from The Suburban Collection Great Charity Giveaway?

There are a number of reasons a charity may elect to remove itself from the program. For example, a national chapter may withdraw to direct participants to the organization's local affiliates, which tend to have smaller budget. Also, charities that may have recently merged or dissolved (or are in the process of doing so) or find that they don't meet the eligibility requirements in the [Official Rules 2012](#) may choose to withdraw.

Any charity can elect to remove itself from The Suburban Collection Great Charity Giveaway by having the Executive Director submit a request to jsardelli@suburbancollection.com. For further details on what information needs to be included in the email, see the FAQ above titled: "Can a charity take itself out of the running?" We review and validate these requests before we take any action.

Are charities permitted to use The Suburban Collection trademarks to help rally support for this program?

Logos and images will be provided by The Suburban Collection. Outside of these pre-approved materials Charities cannot use The Suburban Collection or The Suburban Collection Great Charity Giveaway logos or trademarks for any reason without express written consent from The Suburban Collection.

If I can't use The Suburban Collection trademarks, how can I rally support for my charity?

The Suburban Collection has prepared online banners for your use.

Is there any way I can send out a blast message to all fans of The Suburban Collection Great Charity Giveaway to garner support for my charity?

Spreading the word about the initiative and advocating for your charity is what this campaign is all about. While there is no way to send a message to all fans of The Suburban Collection Great Charity Giveaway, there are a number of ways to garner support, including highlighting the charity on your own page, sending out messages to your friends, and leaving positive comments about your charity on The Suburban Collection Great Charity Giveaway wall.

If I am a top 10 vote-getting charity, how and when will I be officially notified?

The Top 10 winning charities in Round 1 will be announced on The Suburban Collection Great Charity Giveaway Facebook page and efforts will be made to notify them through their contact administrator on or about August 24th, 2012.

If my charity wins in the Final round of voting, how and when will I be officially notified?

The Top 3 winning charities in Final Round will be announced on The Suburban Collection Great Charity Giveaway homepage and efforts will be made to notify them through their contact administrator on or about September 1st, 2012.

How do I report content that may be inappropriate on a charity page?

If you believe there may be a violation of the [Official Rules 2012](#) you may report it by visiting the Charity Profile Page and following the instructions on the bottom of the page. We take these matters very seriously and reserve the right to eliminate votes, participants, and charities from the program in the event we determine there is a violation.

How is my charity's eligibility affected by the recent IRS ruling (IR-2010-59) regarding tax-exempt status?

In order to be eligible for The Suburban Collection Great Charity Giveaway, charities must have valid 501(c)(3) public charity tax-exempt status throughout the duration of the program and listed in the Guidestar database as of December 31, 2011. [On May 7, 2010, the IRS announced that a charity that has not filed its Form 990 for three consecutive years will have its federal tax-exempt status automatically revoked. If your charity is at risk, we encourage you to take the appropriate actions to preserve your tax-exempt status. For more information on the IRS mandate, please visit the IRS website:

- [News Release](#)
- [More information for charities](#)

Copyright Policy

The Suburban Collection ("us" or "we") respects the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting through any application or website offered by us any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement as described below, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers in accordance with the Digital Millennium Copyright Act.

A. Notification of Alleged Copyright Infringement

If you believe that your own copyrighted work is accessible through any website or application provided by us in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains substantially the following:

1. Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that we can locate the material. If multiple copyrighted works at a single online site are covered by your Notification, you may provide a representative list of such works at that site.
2. Identify the URL or other specific location on the application or website provided by us that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material.
3. Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
4. Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
5. Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the owner's behalf.
6. Include your name, mailing address, telephone number and email address. You may submit your Notification of Alleged Copyright Infringement to our Designated Agent by fax, mail, or E-Mail as set forth below:

Designated Copyright Agent: **The Suburban Collection legal department**

Please note that you may be liable for damages, including court costs and attorney's fees, if you materially misrepresent that content on our website and/or application is copyright infringing.

Upon receiving a proper Notification of Alleged Copyright Infringement as described in this Section A, we will expeditiously remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below in Section B by which the alleged infringer may respond to your claim and request that we restore this material. If we receive a Notification of Alleged Copyright Infringement that does not contain all of the

information described above, but provides a way for us to contact you, we will promptly follow up with you to request that you provide any information not previously provided.

B. Counter Notification

If you believe your own copyrighted material has been removed from our website or application as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found.
3. A statement that you will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.
4. Your name, address and telephone number.
5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
6. Your physical or electronic signature. You may submit your Counter Notification to our Designated Agent by fax, mail, or E-Mail as set forth below:

Designated Copyright Agent: **The Suburban Collection legal department**

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after 10 business days but no later than 14 business days from the date we receive your Counter Notification, unless our Designated Agent first receives notice from the party filing the original Notification of Alleged Copyright Infringement informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.

C. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, we will terminate access to our website or application by users who are repeat infringers. We may also at our sole discretion limit access to our application and/or website and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

THE SUBURBAN COLLECTION GREAT CHARITY GIVEAWAY PRIVACY POLICY

This Statement is intended to help you understand how The Suburban Collection collects and uses information about you in connection with the Great Charity Giveaway application.

Information we collect: Once you allow "Access" to the Great Charity Giveaway application, The Suburban Collection will collect and have access to the information that you have chosen to put in your profile (e.g., name, profile picture, gender, current city, networks, friend lists, pages you "Like", etc.) or information you otherwise provide directly to The Suburban Collection. Additionally, The Suburban Collection collects and has access to your profile identification number (a unique number associated with each user profile on the site) from which you are accessing the Great Charity Giveaway application.

Use of information: The Suburban Collection will use, and in some instances store, the information it collects to administer and communicate with you regarding the Great Charity Giveaway program. For example, your profile identification number is used to identify you when you visit the Great Charity Giveaway application in order to provide you access to the application functionality.

Sharing of information: The Suburban Collection may share the photo and name found in your profile, as well as your Great Charity Giveaway activity in accordance with your privacy settings on the Facebook platform each time you take an action within the Great Charity Giveaway application (e.g., voting for a charity, giving a gift vote, commenting, "liking" the Great Charity Giveaway application, etc.). The Suburban Collection will share the information it collects with its service providers to help in administering the Great Charity Giveaway, or as otherwise required by law, such as responding to legal process and protecting against fraud.

Cookies: We use "cookies" (small pieces of data we store for an extended period of time on your computer, mobile phone, or other device) to make the Great Charity Giveaway application easier to use, to make our Great Charity Giveaway better, and to help protect both you and The Suburban Collection.

How to contact The Suburban Collection: If you wish to contact us in regard to the Great Charity Giveaway, you can do so by sending an email to jsardelli@suburbancollection.com.

The Suburban Collection

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING, VIEWING, ACCESSING, POSTING OR UPLOADING CONTENT TO, DOWNLOADING ITEMS FROM, BROWSING OR OTHERWISE USING THIS SITE, INCLUDING, BUT NOT LIMITED TO, ASSOCIATED MESSAGE BOARDS, BLOGS, WEBINARS, PODCASTS, VIDEOS, PHOTOS, OR OTHER MATERIALS ON THIS SITE (THE “SITE”) YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS SITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR OTHERWISE USE THIS SITE. BY OFFERING THIS SITE AND THE INFORMATION AND MATERIAL PROVIDED VIA THIS SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY US TO ANY PERSON TO USE THIS SITE OR SUCH INFORMATION OR MATERIAL IN JURISDICTIONS WHERE THE PROVISION OF THIS SITE AND SUCH INFORMATION AND MATERIAL IS PROHIBITED BY LAW.

SITE USE

The content and material on this Site is for informational purposes only and is not intended as an offer or solicitation for the purchase of The Suburban Collection stock, any other security or any financial instrument, product or service. You agree that you will not engage in any activities related to this Site that are contrary to applicable law, regulation or the terms of any agreements you may have with The Suburban Collection. Unauthorized use of The Suburban Collection websites and systems or misuse of any information posted to a site, is strictly prohibited.

SUBMISSIONS LICENSE

By publishing or submitting any materials to this Site, including, but not limited to, comments, messages, viewer reviews, photos, videos or questions (“Submissions”), you automatically grant The Suburban Collection and its affiliated companies a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid right and license: (a) to make, have made, use, copy, reproduce, modify, and create derivative works of your Submissions, (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of your Submissions (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally, you consent to the use of your name, statements, photographs, videos, voice recordings and likenesses for publicity purposes, as well as any other purpose associated with this Site and agree that such grant and consent is without restrictions or additional compensation or permission of any kind.

SUBMISSIONS WARRANTIES

You represent and warrant that you have not and will not take any action that interferes with the rights granted to The Suburban Collection under these Terms and Conditions and that you will not post, or submit for posting, any content referencing, facilitating, containing or using,

Prohibited Content. "Prohibited Content" includes, but is not limited to, content that The Suburban Collection, in its sole and absolute discretion, determines, violates these Terms and Conditions or any applicable law, as well as:

That which promotes, suggests or encourages:

- Gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
- The use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
- The taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

Or otherwise contains:

- Obscene, indecent, defamatory, libelous, slanderous and/or unlawful content;
- Content that infringes upon, or otherwise violates, the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights;
- Content that is deceptive or fraudulent;
- Hateful, or other discriminatory, disparaging or denigrating content, whether directed at an individual or a group, and whether based upon race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, citizenship, ancestry, marital status, veteran status or mental or physical disability or condition;
- Content that disparages, denigrates, or uses adversarial or confrontational tactics to impact a product, service, person, industry, or organization including, but not limited to, The Suburban Collection, or other Site users;
- contain confidential information that violates any obligation of confidentiality;
- any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; or
- Content inconsistent with these Terms and Conditions.

SUBMISSIONS DISCLAIMERS

THE SUBURBAN COLLECTION RESERVES THE RIGHT, BUT IS NOT OBLIGATED, TO REVIEW AND/OR TO REMOVE SUBMISSIONS AT ANY TIME AS IT DEEMS APPROPRIATE IN ITS SOLE DISCRETION AND THAT THERE MAY BE A DELAY IN POSTING SOME SUBMISSIONS AS A RESULT. THE SUBURBAN COLLECTION DOES NOT ENDORSE OR GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIMS ALL LIABILITY FOR, ALL SUBMISSIONS, INCLUDING POSTS MADE BY EMPLOYEES OR SUPPLIERS WHO ARE NOT AUTHORIZED ADMINISTRATORS OF THIS SITE. THE SUBMISSIONS ARE NOT EDITED BY THE SUBURBAN COLLECTION NOR DO THEY NECESSARILY REPRESENT OR REFLECT THE VIEWS OR OPINIONS OF THE SUBURBAN COLLECTION.

INTELLECTUAL PROPRETY AND OTHER PROPRIETARY RIGHTS

The works of authorship contained on this Site including, but not limited to, all design, text, sound recordings, videos, logos and images, are either owned or licensed by The Suburban Collection or one of its subsidiaries. Except as otherwise expressly stated herein, no license is granted to any of the materials on the Site and they may not be copied, modified, transmitted, displayed, republished, uploaded, performed, distributed (for compensation or otherwise), licensed to a third party, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without The Suburban Collection's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of The Suburban Collection proprietary rights to the extent we may require. Nothing in this paragraph is intended to restrict your ability to separately license or obtain appropriate approvals from the third party owners of the materials found on this Site.

If you believe that your own copyrighted work is accessible through any website or application provided by us in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3). For more information, please review our copyright policy.

TRADEMARK NOTICES

The Suburban Collection, other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

THIRD PARTY SITES

Links to non-Suburban Collection sites may be provided or reference through materials on this Site and are provided solely as pointers to information on topics that may be useful and The Suburban Collection has no control over the content on such non-Suburban Collection sites. If you choose to link to or visit a site not controlled by The Suburban Collection, The Suburban Collection makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does The Suburban Collection warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. The Suburban Collection does not guarantee the authenticity of documents on the Internet. Links to non-The Suburban Collection sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

TERMINATION AND DISRUPTION OF SERVICE

THE SUBURBAN COLLECSTION MAY DISCONTINUE OR MAKE CHANGES TO THIS SITE AT ANY TIME WITHOUT PRIOR NOTICE OR LIABILITY TO YOU. Access to this Site may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Technology issues with the social media platform provider;

- hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of The Suburban Collection.

DISCLAIMER OF WARRANTIES

BECAUSE OF THE POSSIBILITY OF HUMAN AND TECHNICAL ERRORS AS WELL AS OTHER FACTORS, THIS SITE (INCLUDING ALL CONTENT AND MATERIALS CONTAINED ON THIS SITE) IS PROVIDED "AS IS" "AS AVAILABLE". EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN, THE SUBURBAN COLLECTION DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THIS SITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE.

WE DO NOT WARRANT NOR ARE WE RESPONSIBLE FOR THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THIS SITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, WE WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN WEBSITE, ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL THE SUBURBAN COLLECTION BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THIS SITE OR ANY PORTION THEREOF,

REGARDLESS OF WHETHER THE SUBURBAN COLLECTION HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

RELEASE AND INDEMNITY

YOU RELEASE THE SUBURBAN COLLECTION, AND ITS PARENT, AFFILIATE, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SERVICE PROVIDERS, AND ALL OTHER ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE SITE, FROM ANY AND ALL LIABILITY WITH RESPECT TO, OR IN ANY WAY ARISING FROM, THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY SUSPENSION, MODIFICATION OR CANCELLATION OF THE SITE, TECHNICAL ISSUES, SUBMISSIONS RECEIVED OR POSTED, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, DAMAGES OR LOSS. FURTHERMORE, BY ENTERING, VIEWING, ACCESSING, POSTING OR UPLOADING CONTENT TO, DOWNLOADING ITEMS FROM, BROWSING OR OTHERWISE USING THIS SITE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SUBURBAN COLLECTION, ITS AGENTS, SERVICE PROVIDERS AND THEIR RESPECTIVE PARENTS, AND ITS AND THEIR SUBSIDIARIES, AFFILIATES, SUCCESSORS, LICENSEES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, EQUITY HOLDERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES AND COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) WHICH ARISE OUT OF ANY BREACH OF THESE TERMS AND CONDITIONS OR YOUR SUBMISSIONS.

WAIVER AND ENFORCEABILITY

The failure of The Suburban Collection to enforce any provision or right contained in these Terms and Conditions will not be deemed a waiver of such provision or right. In the event any of the provisions of these Terms and Conditions shall be held to be unenforceable, the remaining provisions shall remain in full force and effect and the unenforceable provisions shall be replaced by such enforceable provisions as comes closest to the intention underlying the unenforceable provisions.

GOVERNING LAW & DISPUTES

Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Site shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in MICHIGAN, U.S.A.; (b) all issues and questions concerning these Terms and Conditions and this Site shall be governed by and construed in accordance with the laws of MICHIGAN, U.S.A., without giving effect to any choice of law or conflict of law rules.