

Blue Jeans Go Green™
Habitat for Humanity Affiliate Guidelines

OFFICIAL GUIDELINES FOR HABITAT FOR HUMANITY REQUEST

The **Blue Jeans Go Green™** program provides UltraTouch™ Denim Insulation to Habitat for Humanity building projects intended to improve U.S. communities in the contiguous U.S. No payment is necessary to request insulation from the **Blue Jeans Go Green™** program.

1. Eligibility: Requests must be submitted by an Authorized Representative of a Habitat for Humanity affiliate. "Authorized Representatives" are individuals who are at least 18 years of age as of the date of application and are employees of the Habitat for Humanity affiliate on whose behalf the Request is submitted. The Habitat for Humanity affiliate must internally approve the Authorized Representative making a Request.

2. Application Period: To be eligible for consideration to receive insulation from the **Blue Jeans Go Green™** denim recycling program, the Request must include but is not limited to the following:

1. Name and contact information of Authorized Representative and Habitat for Humanity affiliate requesting insulation;
2. Timing of the project (including the anticipated start date, end date, and installation date for UltraTouch™ Denim Insulation); and
3. The type, amount, and how the Habitat for Humanity affiliate intends to use the UltraTouch™ Denim Insulation the Habitat for Humanity affiliate 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.

3. Insulation Award(s): Cotton Incorporated will review the Request and determine the feasibility of meeting the request. The quantity, value and Insulation Type of any given Request will be based on the requested amount and Insulation Type for a given project, but will ultimately be determined by Cotton Incorporated in its sole discretion. Authorized Representative will be notified by e-mail, mail or phone. If any Request notification is returned as undeliverable, or if Authorized Representative does not respond to the notification within five (5) business days of notification, Request will be forfeited. Cotton Incorporated will schedule a delivery date in coordination with the Authorized Representative and, provided this date is not changed by the Authorized Representative, one-way shipping of the UltraTouch™ Denim Insulation will be included. If the originally scheduled shipping date is changed by the Authorized Representative, then the Habitat for Humanity affiliate 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 Habitat for Humanity affiliate's responsibility. Except where prohibited by law, Habitat for Humanity affiliate 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 Cotton Incorporated and/or its affiliates to publish and distribute photos of houses being built. The Affidavit will

require Authorized Representative and Habitat for Humanity Affiliate to release Cotton Incorporated and its affiliates from all claims, causes of action and liability relating to the administration or fulfillment of the Program, any of Cotton Incorporated's decisions in connection therewith, and the Request(s). The Affidavit will include authorization to post Habitat for Humanity affiliate's name and city online at the Website. Cotton Incorporated may post information related to the house, the UltraTouch™ Denim Insulation granted, a description of the house, and photographs of the house (the "Project Information"). The Affidavit will include authorization to post the Project Information online at the Website. The Habitat for Humanity affiliate will be required to agree in the Affidavit that acceptance of any Request will be deemed to constitute a grant to Cotton Incorporated 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 Project Information. Habitat for Humanity affiliate will have ten (10) business days from receipt of the Affidavit to complete and return the documents to Cotton Incorporated. If the notification or Affidavit are returned as undeliverable or if the Affidavit is not completed and returned by such deadline or if a Habitat for Humanity affiliate does not meet the eligibility or other requirements of the Program, the Request will be forfeited. All expenses incurred in using or taking advantage of a Request, including but not limited to state, federal, or local taxes of any kind, or other expenses are solely the responsibility of the Habitat for Humanity affiliate.

4. Verification: All Requests are subject to verification by Cotton Incorporated.

5. General: This Program is subject to all applicable federal, state, and local laws and regulations. By submitting a request, Authorized Representative and Habitat for Humanity affiliate agree: (a) to be bound by these Official Guidelines for Habitat for Humanity Request and by the decisions of the individuals selecting the recipients of Requests, which are final and binding in all respects, (b) to be bound by the privacy policy applicable to the Website, and (c) that Cotton Incorporated may post, use, reuse, publish and re-publish, in whole or in part, edited or unedited, without restrictions as to changes or alterations, Habitat for Humanity affiliate's name and address 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). Request recipients may be posted on the Website for use by the **Blue Jeans Go Green™** and UltraTouch™ Denim Insulation communities as a resource. Habitat for Humanity affiliate will not be entitled to any compensation or other consideration because of the use by Cotton Incorporated. Cotton Incorporated reserves the right to cancel, suspend and/or modify the Program at any time with no prior notice. By acceptance of any Request, the Authorized Representative and Habitat for Humanity affiliate agree to release, hold harmless and indemnify Cotton Incorporated 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 Program or receipt, use or misuse of any Request awarded herein.

6. Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, AUTHORIZED REPRESENTATIVE AND HABITAT FOR HUMANITY AFFILIATE AGREE THAT NEITHER COTTON INCORPORATED NOR ANY OTHER RELEASED PARTY, WILL BE LIABLE TO AUTHORIZED REPRESENTATIVE AND/OR HABITAT FOR HUMANITY AFFILIATE 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 AUTHORIZED REPRESENTATIVE AND HABITAT FOR HUMANITY AFFILIATE'S PARTICIPATION IN THIS PROGRAM OR DOWNLOADING OF ANY MATERIALS OR INFORMATION FROM THE WEBSITE, OR ACCESS AND/OR THE ACCEPTANCE OR USAGE OF ANY REQUEST AWARDED IN CONNECTION WITH THIS PROGRAM, EVEN IF COTTON INCORPORATED 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. AUTHORIZED REPRESENTATIVE AND HABITAT FOR HUMANITY AFFILIATE AGREE THAT UNDER NO CIRCUMSTANCES WILL AUTHORIZED REPRESENTATIVE AND/OR HABITAT FOR HUMANITY AFFILIATE BE PERMITTED TO OBTAIN AN AWARD FOR, AND AUTHORIZED REPRESENTATIVE AND HABITAT FOR HUMANITY AFFILIATE 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 AUTHORIZED REPRESENTATIVE AND/OR HABITAT FOR HUMANITY AFFILIATE.

7. Governing Law and Jurisdiction: This Program, the rights and obligations of Authorized Representatives and Habitat for Humanity affiliates and all Requests submitted, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Guidelines for Habitat for Humanity Request 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 Guidelines for Habitat for Humanity Request 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, Authorized Representative and Habitat for Humanity affiliate agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Request 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; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees.