

Cotton. From Blue to Green.®
UltraTouch™ Denim Insulation Grant Program

OFFICIAL GRANT APPLICATION GUIDELINES*

*Updated November 12, 2010

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MANY WILL ENTER. FEW WILL WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS AND ALL OVERSEAS MILITARY INSTALLATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The **Cotton. From Blue to Green.®** UltraTouch™ Denim Insulation Grant Program ("*Grant Program*") is a grant program which makes available UltraTouch™ Denim Insulation to be granted to projects which are intended to improve U.S. communities through the creation and development of community-based green buildings. Community-based green buildings are civic-oriented buildings being constructed with energy efficient, environmentally-friendly and responsible materials. Some examples include hospitals, children's museums, schools, libraries, and community centers. No payment of a premium is necessary to enter this Grant Program.

1. Eligibility: Open to legal U.S. residents, age 18 years or older at the time of entry, if an individual, which are also, as of the date of entry either: (i) general contractors, (ii) builders or (iii) architects (the "Licensed Party") who are licensed by the applicable state governing body or regulatory authority with the authority to grant such license in their respective states of residency as of the date of entry and continuing through the date of any Grant Award. Entrants can be individuals, or can be for-profit organizations and non-profit organizations, provided they have at least one licensed general contractor, licensed builder or licensed architect on staff. Applications from non-profit organizations must be submitted by an Authorized Representative in order to be eligible for Application. "Authorized Representatives" are individuals who are at least 18 years of age as of the date of Application, are located in the United States, are employees of the organization on whose behalf the Application is submitted, and whose employer has consented that the Authorized Representative may participate on its behalf. Employees, officers, directors agents, representatives of Cotton Incorporated, Bonded Logic, their respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, promotion and judging agencies, together with the immediate family members and members of the same household (whether or not related) of each of the foregoing, are not eligible to submit Applications either as individuals, team members or Authorized Representatives in this Grant Program. As a condition of winning you agree to allow Sponsor to perform a criminal background check on you and you also agree to allow Sponsor to contact any and all references you have submitted as part of your Application.

2. How to enter: Grant Program begins on November 15, 2010 (the first date you can submit an Application) and ends 11:59:59 a.m. ET on September 30, 2011 (the last time you

can submit an Application) hereinafter the "Application Period." Sponsor is the official timekeeper for the Grant Program. During the Application Period, visit CottonFromBlueToGreen.org (the "Website") and follow the links and instructions to complete and submit your Application form including a valid email address and home or business (as applicable) street addresses (P.O. Boxes are not permitted). All Applications must originate from the United States. If you are entering on behalf of a for-profit or non-profit company, designate the Authorized Representative and the Licensed Party on your Application form. All correspondence and notices will be directed toward the Authorized Representative or Licensed Party.

To be eligible for consideration for a grant, an Application must comply with these Official Grant Application Guidelines, including but not limited to those guidelines set forth below:

1. Name and contact information of individual or entity requesting grant;
2. License (and any certification) information of general contractor, builder, or architect;
3. Documentary evidence of Bonding, applicable Insurance and available resources to fund your project;
4. Description of your Project idea, including how it benefits a community, how it is humanitarian and how it is a green-building (including any LEED or other certifications);
5. Timing of your project (including the anticipated start date, end date, and installation date for insulation);
6. The type, amount, and how you intend to use the insulation you are requesting to carry out your project idea (the "Insulation Type") (see the Website for a list of all Types; please note UltraTouch™ Denim Insulation is only for use in interior and exterior walls and ceilings, but is not for use as blown-in insulation.);
7. Identify if you are an individual submitting an Application on behalf of yourself or on behalf of an entity, including a non-profit organization or for-profit organization.

Your Application must: (i) not be created or submitted by you if you are under a contractual, employment or other obligation to any other individual or entity to provide the types of materials solicited hereunder as a part of an exclusive obligation, first right of refusal, or other similar restriction; (ii) be the original, previously unpublished, and non-infringing proposal of the entrant; (iii) be in the English language and submitted in the appropriate format (see Font and Formatting Requirements below) and (iv) not include any elements that are illegal, obscene, contain racial, ethnic, religious, or sexual derogatory characterizations or slurs or are offensive or inappropriate, as determined by Sponsor in Sponsor's sole discretion. In order to be an eligible Application, the Application form must be completed, including contact information for the Authorized Representative, if applicable, submitting the Application. Limit one (1) Grant Proposal Project per entrant, regardless of whether entrant enters as a member of an organization, or as an individual, or as an Authorized Representative. Each project must be submitted only once, however, an Entrant may submit multiple projects.

Font & Formatting Requirements:

1. Uploaded documents and images must be in one of the designated electronic formats (DOC, DOCX, PDF, JPEG, PNG)

2. Word documents (DOC and DOCX) that are uploaded should be double-spaced with one inch margins in 12pt Arial font. Each uploaded document may not exceed 10 pages in length.
3. Images may be in black and white or color

Your Project must be intended to improve U.S. communities through the creation and development of community-based green buildings. All buildings must be constructed within one of the fifty United States including Washington D.C. Buildings may not be built in Puerto Rico, U.S. Territories and Possessions, or all overseas military installations.

All Applications, including but not limited to, designs, ideas, concepts and communications, shall be owned solely by Entrant who shall have sole liability for all third-party claims relating to or regarding the content of his or her Application. Entrants and Applications that do not comply with these Official Grant Application Guidelines or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole and absolute discretion, may be disqualified at any time. Sponsor (and/or its designated agent(s)), in its sole and absolute discretion, makes the final determination as to which Entrants and Applications are accepted and are eligible to take part in this Grant Program and/or be eligible to receive a Grant. From time to time during the Application Period, Sponsor may, in its sole and absolute discretion, choose to feature certain recent Entrants and Applications on the Website and/or in advertising materials. Being featured on the Website and/or in advertising materials in no way impacts the likelihood of success of the Entrant becoming an Eligible Grant Recipient in the Grant Program.

3. Entrant Representations and Warranties. By submitting an Application, each Entrant warrants and represents to the Sponsor that: (i) he / she is the sole and exclusive owner of the Application and all rights in connection with the Application; (ii) he/she consents to Sponsors' use of his/her Application in the manner described in these Official Guidelines; (iii) he/she has the full and exclusive right, power and authority to submit the Application and to grant Sponsor the rights to the Application herein granted; (iv) no part of the Application has been published; (v) Entrant has not granted any rights in the Application to any person, corporation or other entity; and (vi) will indemnify and hold Sponsor harmless for any breach of these Official Grant Application Guidelines.

4. Judging and Judging Criteria. All submissions will be judged by a qualified panel of judges appointed by Sponsor. Judges will select the Grant Award Recipient(s) from the submissions that best improve communities through the creation and development of community-based green buildings. All decisions of the judges will be based on the existing inventory of UltraTouch™ Denim Insulation. All decisions of the judges regarding this Grant Program are final.

5. Grant Award(s): Sponsor will award at least one grant of UltraTouch™ Denim Insulation ("Grant Award"). Sponsor may award more grants depending on the quality of the applications and the amount of UltraTouch™ Denim Insulation it has in stock. The quantity, value and insulation type of any given Grant Award will be based on the requested amount and type for a given project in a grant application, but will ultimately be determined by Sponsor in its

sole discretion. All costs associated with storage, install, or additional shipments of the awarded UltraTouch™ Denim Insulation after delivery at the originally scheduled date will be the responsibility of the Grant Award Recipient. Grant Award Recipient will be notified by e-mail, mail or phone. (By submitting an Application, all Entrants expressly consent to notification by email.) If any grant notification is returned as undeliverable, or if a Grant Award Recipient does not respond to notification within 5 business days of notification, grant will be forfeited and an alternate Entrant may be chosen. Unclaimed grants may not be awarded. Grant Awards may not be transferred or assigned. Except where prohibited by law, potentially winning Entrant, including any non-profit corporations, will be required to complete, sign and return a Copyright License and Affidavit of Eligibility, Ownership and Liability Release (the "Affidavit"), including a license for Sponsor or its affiliates to publish and distribute portions of, or photos of buildings proposed to be built in, winning submissions. Sponsor will not publish actual building designs or blueprints. The Affidavit will require Entrant to represent that his/her employer does not have a policy prohibiting the awarding of a Grant Award or prize to an employee, and to release Sponsor and its affiliates from all claims, causes of action and liability relating to the administration or fulfillment of the Grant Program, any of Sponsor's decisions in connection therewith, and the Grant Award(s). The Affidavit will include authorization to post Grant Award Recipient's name and city online at the Website. Sponsor will not post your Application online, however, Sponsor will post information related to the building and project, such as the background of the project, the insulation award, a description of the building or project including the humanitarian purpose or green building qualifications, photographs if any of the project or building, and the Grant Award Recipient's name and location (the "Project Information"). The Affidavit will include authorization to post the Project Information along with the Grant Award Recipient's name and city online at the Website. Each recipient non-profit corporation will be required to agree in the Affidavit that acceptance of any Grant Award will be deemed thereby to constitute a grant to Sponsor of the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, some or all of winning Applications. Winning Grant Award Recipient may also be requested, after awarding of any Grant Award, to participate in further promotional activities. Participation in such activities (other than the promotional release of the winning Project Information, name, and city) is not a condition of participation in the Grant Program. Grant Award Recipient will have ten (10) business days from receipt of the Affidavit to complete and return the documents to Sponsor. If the notification or Affidavit are returned as undeliverable or if the Affidavit is not completed and returned by such deadline or if a potential Grant Award Recipient does not meet the eligibility or other requirements of the Grant Program, the Grant Award will be forfeited and an alternate Entrant may have a chance to become an alternate Grant Award Recipient. All expenses incurred in using or taking advantage of the Grant Award, including but not limited to state, federal, provincial or local taxes of any kind, or other expenses are solely the responsibility of Grant Award Recipient. Any portion of the Grant Award not accepted or unclaimed and/or unused by the Grant Award Recipient will be forfeited and will not be substituted.

6. Verification. All potential Grant Award Recipient(s) are subject to Sponsor verification. The Sponsor's decisions are final and binding. An Entrant is not deemed a Recipient of any

Grant Award, unless and until his or her eligibility has been verified and the Entrant has been notified that the acceptance and verification process is complete. To be deemed a Grant Award Recipient an Entrant must follow and complete the Grant Award acceptance and verification process as directed.

7. General. This Grant Program is subject to all applicable federal, state, and local laws and regulations, and is void outside of the United States or where prohibited or restricted by law. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Applications, which will be disqualified. Sponsor is not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with, or utilized by, this Grant Program, which may limit the ability to participate or by any human error which may occur in the processing of the Applications in this Grant Program. By entering, Entrants agree: (a) to be bound by these Official Guidelines and by the decisions of the judges, which are final and binding in all respects, (b) to be bound by the privacy policy applicable to the Website, and (c) that Sponsor may post, use, reuse, publish and re-publish, in whole or in part, edited or unedited, without restrictions as to changes or alterations, Applications, including Grant Award Recipient's name and/or likeness, address (city and state only), and Grant Award information, in any and all media now existing or hereafter devised, for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, with attribution, but without notification, compensation or consents (except where prohibited by law). The winning Applications will be posted on the Website for use by the **Cotton. From Blue to Green.**[®] and UltraTouch[™] Denim Insulation communities as a resource. Entrant will not be entitled to any compensation or other consideration because of the use by Sponsor, Bonded Logic or any other entity of any ideas or concepts similar or identical to Entrant's submission. Sponsor reserves the right to cancel, suspend and/or modify the Grant Program, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Grant Program, as determined by Sponsor in its sole discretion. In such event, Sponsor will award the Grant Award(s) from among the eligible Applications received up to the time of the impairment. By acceptance of any Grant Award, the winning entrant agrees to release, hold harmless and indemnify the Sponsor and its affiliates, advertising/promotional agencies, representatives, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Grant Program or receipt, use or misuse of any Grant Award awarded herein.

8. Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER SPONSOR NOR ANY OTHER RELEASED PARTY, WILL BE LIABLE TO YOU 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 YOUR PARTICIPATION IN THIS GRANT PROGRAM OR DOWNLOADING OF ANY MATERIALS OR INFORMATION FROM THE WEBSITE, OR ACCESS AND/OR THE ACCEPTANCE OR USAGE OF ANY GRANT AWARD AWARDED IN CONNECTION WITH THIS GRANT PROGRAM, EVEN IF WE 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. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AN AWARD FOR, AND YOU WAIVE 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 YOU.

9. Governing Law and Jurisdiction: This Grant Program, the rights and obligations of Entrants and all Applications submitted, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Grant Program Guidelines shall be governed by, and construed in accordance with, the laws of North Carolina, without giving effect to any principles of conflicts of law. Should any provision of these Official Grant Program Guidelines be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Grant Program or any Grant Award awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of North Carolina or the appropriate North Carolina State Court located in Wake County, North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Grant Program, but in no event attorneys' fees.

10. Sponsor and Operator: The sponsor for this Grant Program is Cotton Incorporated, 6399 Weston Parkway, Cary, NC 27513.

11. List of Winners: The list of grant recipients and the winning ideas will be posted on the CottonFromBlueToGreen.org Website, once all recipients have been finally identified.