## CouponBirds "Help to Save" Scholarship Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: CouponBirds "Help to Save" Scholarship is open to students of all nationalities and majors who are at least sixteen years old and are enrolled at an accredited university or college in the United States or Canada for the current (2018-2019) school year with a legitimate acceptance letter from an accredited University or College. Employees of couponbirds.com, any of their parents or affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members are not eligible. The scholarship program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Agreement to Official Rules: To participate in this scholarship program, participants need to agree to these Official Rules and Sponsor's and Administrator's decisions unconditionally, which are final and binding in all matters related to this scholarship program. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Originality: By entering the Contest, applicants should acknowledge that the submission is an original work and has not been previously published at any social media or other places for benefits. Applicants shall also be aware of no conflicting rights in the submission including but not limited to copyright or other intellectual property right as further identified below in the section entitled "No Infringement". All applicants represent, state, and agree that their contest submission will not infringe upon the intellectual property rights of any third party, including by way of example and not by limitation, any copyright, trademark or patent rights belonging to any third party. Plagiarism in any form will result in disqualification.

4. Timing: The Contest begins on October 31, 2018 at 9:00 a.m. Pacific Time ("PT"), ends on October 10, 2019 at 11:59 p.m. PT (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Entry Period, visit <u>https://www.couponbirds.com/scholarship</u> and click the SUBMIT YOUR APPLICATION HERE links to follow instructions to complete and submit the registration form, including your valid personal information for notification. Then, you need to do a 3-5 minutes survey, which includes multiple choices and short answer questions. To complete the application, you're required to upload your essay in word format or pdf format. By providing your Submission, you agree that your submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Content and Format Restrictions:

• The language of your essay should be English.

- The number of words should be between 600-1,000.
- Your submission must be saved and sent in Word or pdf format.
- Your submission must be 100% original.
- The Submission must not contain materials that violate or infringe others' rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest.
- The Submission must not contain text not created by entrant.
- The Submission must not contain text that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
- The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Submission must not contain materials unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit:

- Each entrant may enter the Contest one (1) time during the Contest Period.
- Submissions received from any person or email address in excess of the stated limit will be void.
- Submissions generated by script, macro or other automated means are void.
- Entrant must have permission from all individuals mentioned in the Submission (if any) to use their names and likenesses in the Submission and to grant the rights set forth herein.
- If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.
- Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes.
- If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Submissions, all of which will be void.
- In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

6. Winner Determination: After the conclusion of each Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select a potential winner from all eligible Submissions received, based on an application of the following criteria ("Judging Criteria"): Completeness of Submission (30%)

Quality of your submission (30%) (for example, the writing skill, structure and originality of your essay, etc)

Uniqueness and Helpfulness of ideas presented in your essay (40%)

7. Winner Requirements: Potential winners will be notified by email or phone on or around the dates set forth above. Except where prohibited, each potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period, or does not comply with these Official Rules, potential winner forfeits the prize. If a potential winner is disgualified for any reason, the prize may be awarded to a runner-up determined by the gualified judges, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un- awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, survey responses and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

8. Awards of Scholarships: One (1) winner will receive a total amount of one thousand dollars (\$1,000) Scholarship Award. Each Scholarship Award will be in the form of check to the accredited post-secondary institution of higher education attended by the Scholarship Award Recipient (if the Scholarship Award Recipient has enrolled in an accredited post-secondary institution of higher education and submitted proof of enrollment to couponbirds.com). The

check for \$1,000 will be mailed to the winner within fourteen (14) business days of winner verification. Scholarship Award Recipients must submit proof of enrollment for the current semester. Scholarship Awards may not be assigned, transferred, or changed, except at the sole discretion of couponbirds.com. No substitution or transfer of prizes is permitted. Any taxes due on the Scholarship prize or any other prizes awarded are the sole responsibility of the Winner. Applicants agree to be bound by Official Rules and agree that if any Scholarship Award Recipient who fails to provide proof of identity, refuses to provide required affidavit, refuses to complete and provide any requested tax forms (including IRS W-9 form), is found to have violated the Official Rules or otherwise does not meet eligibility criteria, and the Scholarship Award will be forfeited. Prizes are non-transferable and no substitution will be made except as provide herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. If applicable, winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

9. Release: By receipt of any prize, winners agree to release and hold harmless the Sponsor, couponbirds.com, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of

the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize 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 Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy https://www.couponbirds.com/us/privacy-policy.

14. Winner List: To view previous winners, visit <u>https://www.couponbirds.com/winnerlist</u>.