

## **The Sam Bernstein Law Firm, PLLC Scholarship Contest Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SCHOLARSHIP CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Sponsor: The sponsor is The Sam Bernstein Law Firm, PLLC.

Administrator: This Scholarship Contest is administered by The University Network (TUN, Inc.), a Delaware corporation with its headquarters at 99 Wall Street, #2508, New York, NY 10005 (“Administrator”).

Eligibility: This Scholarship Contest is open only to individuals who are legal residents of the State of Michigan and are at least 17 years of age. Directors, officers, and employees of the Sponsor or the Administrator and any of their respective parent companies, affiliates, subsidiaries, agents, professional advisors, and advertising and promotional agencies, and their immediate families and household members, are not eligible to enter the Scholarship Contest.

Deadline: Unless otherwise specified, this Scholarship Contest begins at 12:00 AM and ends at 11:59 PM EST on the dates specified in the contest (the “Deadline”). All entries must be received by the Deadline.

How to Enter: Limit one entry (“Entry”) per person. To enter, follow the instructions in the Scholarship Contest Application Form.

Entries must: (a) be original to you and not previously published or submitted to any other contest, sweepstakes or promotion (and you must own or control the copyright to your Entry and have sufficient rights to submit the work to this Scholarship Contest and to grant permission to the Sponsor to use the Entry, as described below); (b) be suitable for general audiences and not offensive, obscene, defamatory or illegal; and (c) not contain any personally identifiable information of any person other than yourself nor violate the rights of others or any applicable law.

Winner Selection: All entrants and Entries are subject to verification, and may be required to provide documentation in support of eligibility when asked. The Administrator will review all eligible Entries received by the Sponsor that have not been disqualified and select the Finalist Entries thirty (30) days after the Deadline, unless otherwise specified. The 25 Finalists’ entries will be judged by the Sponsor.

Essay submissions will be judged in accordance with the following criteria, unless otherwise specified:

- Thoughtfulness of response

- Relevance to question
- Quality of composition
- Grammatical accuracy

In the case of a tie, winner submissions will be selected based on their thoughtfulness of response and relevance to the question, as compared to the other finalists.

The winning entrant will be notified by email to the email address provided in the Entry (the “Winner Notification”). Potential winners may be required, within five (5) days of Winner Notification being sent, to provide to the Administrator further contact and residence information and to execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, release of liability/publicity, tax forms, and other reasonable documentation. (In the event that a potential winner does not timely comply, disqualification may result and an alternate winner may be selected based on the criteria listed above.)

**Odds of Winning:** The odds of winning depend on the quality and number of eligible entries received.

**Scholarships:** The number of awards and the amount thereof are as specified in a given Scholarship Contest. The award consists of a check in an amount equal to that specified in a given Scholarship Contest, made payable to each winner’s school, for the benefit of the winner’s education expenses (the “Scholarship Prize”).

**Identity of Entrant:** Potential winners may be required to provide the Sponsor with proof of identification, in the Administrator’s sole discretion.

**Scholarship Prize Recipient Publicity:** Except where prohibited, Scholarship Prize recipients will be required to supply their image and appear in videos and agree that by entering the Scholarship Contest, they grant to the Sponsor (and any division or affiliate of the Sponsor) and to the Administrator, without any limitation or further compensation or notice, the right to use and publish their name, appearance in videos, voice and/or likeness in any and all media, worldwide, for the purpose of advertising and promoting the Sponsor and for future scholarship programs sponsored by Sponsor.

Scholarship Prize recipients further agree that they grant to the Sponsor (and any division or affiliate of the Sponsor) and to the Administrator: (a) the right to use and publish their submission information; and (b) a non-exclusive, worldwide, perpetual, royalty-free, fully paid-up license to display, publish, reproduce, communicate to the public, perform, distribute, adapt, edit, modify, translate, create derivative works based on, and otherwise use and sublicense, their Entry, or any portion thereof, via the Sponsor’s and/or the Administrator’s website, and in the Sponsor’s and/or the Administrator’s trade, advertising or other promotional materials in any media, without further compensation or notification to, or permission from, them or any third party. For these purposes, Scholarship Prize recipients waive all “moral rights” under any

applicable law to either object to modification of their Entry or require artistic credit in conjunction with their Entry. To the extent such waivers are not permitted by applicable law, Scholarship Prize recipients agree not to enforce such moral rights against the Sponsor and the Administrator. Scholarship Prize recipients agree that it is their sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. Scholarship Prize recipients also agree to take, at the Sponsor's and/or the Administrator's expense (but without compensation to Scholarship Prize recipients), any further action (including, without limitation, execution of affidavits, licenses, and other documents) reasonably requested by the Sponsor and/or the Administrator to effect, perfect, or confirm the Sponsor's and/or the Administrator's rights set forth in these Official Rules. The Sponsor and the Administrator will have no obligation to publish, use or retain any Entry Scholarship Prize recipients submit or to return any such Entry to the Scholarship Prize recipients. Scholarship Prize recipients will need to certify that they were an adult at the time they submitted their application. If a Scholarship Prize recipient was a minor at the time of application, their legal guardian will be required to agree to the terms and conditions herein on the Scholarship Prize recipient's behalf within ten (10) days of request from the Administrator, or the entrant with the next highest score will become an alternate potential Scholarship Prize Recipient. Non-Infringing Entry Materials: You represent and warrant that: (a) you have the right to grant the rights granted in these Official Rules or, alternatively, you have obtained all necessary rights and permissions to use and submit your Entry in connection with the Contest and to provide all the rights specified in these Official Rules; and (b) your Entry and the use of your Entry as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including without limitation any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or other rights.

Release of Liability: The Sponsor and the Administrator will not be responsible for late, lost, illegible, incomplete, damaged, or misdirected entries or for any technical or human error in administration of this Scholarship Contest and accepts no responsibility for any injury, loss, or damage of any kind resulting from an entrant's participation in this Scholarship Contest. By entering this Scholarship Contest, you release the Sponsor and the Administrator, and of their affiliates and representatives from any liability whatsoever and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Scholarship Contest or delivery, misdelivery, acceptance, possession, use of or inability to use a prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, and damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), or warranty, or any other theory.

Social Media Release: This Scholarship Contest is in no way sponsored, administered, endorsed, administered by, or associated with any social media platform, and you release Facebook, Instagram, Twitter and their affiliates and representatives from any liability whatsoever and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of

any kind arising out of or in connection with this Scholarship Contest or delivery, misdelivery, acceptance, possession, use of or inability to use a prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, and damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), or warranty, or any other theory.

**Your Personal Data:** The Administrator and Sponsor collect, store, and process the personal information you submit in your scholarship submission necessary to administer this Scholarship Contest (your “Data”). When you enter this Scholarship Contest, your Data is stored and processed at the Administrator’s and Sponsor’s locations in the United States. If you are a finalist, the essay portion of your Data will be shared with the Sponsor. If you are a Scholarship Prize recipient, your Data will be shared with the Sponsor as indicated above.

The Administrator and Sponsor may use your contact information to confirm receipt of your application, to gather more information if there are questions regarding your application, to send you notifications regarding your status, or for communication necessary to administer this scholarship. When you send email or other communications electronically, the Administrator may retain those communications to process your inquiries, respond to your request or question, and improve its services.

Other than as provided herein, your Data will not be shared with third parties without your explicit consent.

**Additional Terms and Conditions:** By entering this Scholarship Contest, you certify that you have complied with and accept these Official Rules and are eligible to win, and you give your express permission to be contacted by the Sponsor and the Administrator through any email address or telephone number you provide in connection with this Scholarship Contest. If notification to a potential Scholarship Prize recipient is returned as undeliverable, the Applicant with the next highest score may become an alternate potential Scholarship Prize Recipient.

This Scholarship Contest and these Official Rules will be governed, construed, interpreted, and enforced under the laws of the State of New York. This Scholarship Contest is subject to all applicable federal, state, and municipal laws, and is void where prohibited. The Sponsor reserves the right to amend these Official Rules or to terminate this Scholarship Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

For a copy of the winners’ list or these Official Rules, send a written request with a self-addressed, business-size return envelope to Scholarships, The University Network, 99 Wall Street, #2508, New York, NY 10005.