

## **CLMI Fellow Scholarship Terms and Conditions**

Following are the official terms and conditions for Civic Literacy & Media Influence, herein referred to as the “CLMI”, Fellows Scholarship Program.

“Sponsor” refers to the organization offering the scholarship. “Related entities” refers to any person or organization that acts on the Sponsors behalf. “Equipment” refers to any technology or computer related physical items lent to the Applicant.

### **Eligibility**

Civic Literacy & Media Influence Fellows scholarship is open to U.S. citizens or legal residents of one of the 50 U.S. states who complete an online application. No purchase is necessary and making a purchase does not improve the odds of winning.

Applicants must be at least 16 years and no older than 22 at the time of application to be eligible, and either currently enrolled at a Learn4Life network school, affiliate, and/or be an alumnus. If chosen, fellows must complete a 12-week work study before being awarded the \$1,000 scholarship.

Officers, directors, and employees of the scholarship sponsor and their respective parent companies, subsidiaries, affiliates, and divisions, as well as members of their immediate families (spouses, parents, siblings, children) are not eligible.

### **How to Enter**

Applicants must complete a scholarship application form online no later than July 29th, 2022, at 11:59 pm Pacific Standard Time. All applications must be received prior to the deadline to be eligible.

Limit one (1) application per person. Multiple or duplicate entries from the same individual will be disqualified. Use of automated entry or similar devices to participate or subvert the entry process is prohibited, and all entries through such devices are void.

All material submitted with the scholarship application is the property of the Sponsor and will not be acknowledged or returned. Applications do not create a confidential, fiduciary, or other special relationship, and the applicant’s decision to apply does not place the Sponsor or any Related Entities in a position that is any different from the position held by members of the general public with regard to elements of the individual’s entry.

The applicant should be able to provide proof of eligibility on request.

**IMPORTANT NOTE:** No applicant will be eligible to receive an award unless Sponsor determines, in its sole and absolute discretion that all requirements for eligibility and as otherwise set forth in these Terms and Conditions have been met.

Sponsor and Related Entities are not responsible for any problems or technical, hardware, or software malfunctions of any telephone network or telephone lines, 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 in this CLMI Fellows Scholarship Program, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor due to technical problems, human error or traffic congestion,

unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Scholarship Program or downloading any materials in this Scholarship Program. If by any means the Equipment is damaged due to misuse, mistreatment or unusual circumstance, the fellow's \$1,000 scholarship is forfeited to cover the costs of the equipment loss. By submitting an entry, entrant agrees to abide by the Terms and Conditions of the CLMI Fellow Scholarship Program.

### **Winner Selection**

The Sponsor is looking for applicants who submit clear, well-written responses that address the theme of the Scholarship Program. Submissions will be evaluated by a selection committee based on the following criteria:

1.) Completeness of application & demonstrated ability to articulate thoughts and ideas with action

- Personal Essay 30%
- Academic Achievements/GPA 30%
- Volunteer Work & Extracurricular Activities 20%
- Letters of Recommendation 20%

The Sponsor reserves the right to choose no less than four scholarship prize recipients, at its sole discretion, if it does not receive sufficient eligible and qualified applications. Sponsor decisions are final and binding.

### **Award**

Winner will receive a scholarship prize in the amount of \$1,000, to be spent however the student wishes to continue professional development. Scholarship prize may not be assigned, transferred, or changed, except at the sole discretion of the Sponsor.

Each Award Winner is solely responsible for paying all applicable federal, state and local taxes, if any, and all other unspecified expenses associated with the acceptance and/or use of their Award.

Award Winners who accumulate more than \$600.00 in prizes over a one-year period will be issued an IRS form 1099 (or the equivalent). This will require Award Winners to provide the Civic Literacy & Media Influence Fellowship with certain personal information prior to receipt of their winnings.

### **Award Claim**

Eligibility, age, and proof of enrollment are subject to verification. Award Winners will be notified by e-mail after the deadline and sent a publicity release, which Award Winners must sign as a condition to the award of any award. In the event the Award Winner fails to acknowledge the award within 10 days of being notified of such award, or fails to return the signed affidavits sent by Sponsor within 10 days of receipt, the Award Winner will be disqualified, and alternate Award Winners will be selected through the same process described above.

Payment will be made to the appropriate school finance office for application to qualified expenses for the current/next academic year once eligibility and compliance with these Terms and Conditions are verified. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor. The Scholarship Awards will be awarded only if they are properly claimed.

### **Dispute Resolution**

Except where prohibited, by participating, Applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and their agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Applicant agrees that any action at law or in equity arising out of or relating to this Scholarship Program, or awarding of the scholarship, shall be filed only in the state or federal courts located in the state of California, and Applicant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Scholarship Program,

#### **Applicant agrees that:**

- (a)** any and all disputes, claims, and causes of action arising out of or connected with this Scholarship Program, or awarding of the Scholarship Program, shall be resolved individually, without resort to any form of class action; and
- (b)** any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Scholarship Program but in no event attorneys' fees; and
- (c)** under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim 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 all Applicants.

In the event of a dispute as to the identity or eligibility of a Award Winner based on an e-mail address, the winning entry will be declared made by the 'Authorized Account Holder' of the e-mail address at time of entry. An 'Authorized Account Holder' is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential Award Winner to provide Sponsor with proof that such party is the authorized account holder of the email account associated with the entry.

### **Cancellation**

The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend Contests for any reason.

## General

### **By applying for an award in the scholarship program, applicants:**

**(1)** agree to be bound by these Terms and Conditions.

**(2)** agree to release Sponsor from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, due in whole or in part, directly or indirectly, to participation in the CLMI Fellows Scholarship Program or any Scholarship Program-related activity, or the acceptance, possession, use or misuse of any Prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and

**(3)** consent to the use of their names, voices, pictures, and likenesses for advertising purposes in any medium throughout the world, whether now known or hereafter devised, in perpetuity without additional compensation or right of review unless prohibited by law,

**(4)** consent to the use of their entry responses for promotional purposes in any medium throughout the world, whether now known or hereafter devised, in perpetuity without additional compensation or right of review unless prohibited by law,

**(5)** agree that Sponsor owns all data and responses collected through this CLMI Fellows Scholarship Program and

**(6)** Sponsor may discontinue CLMI Fellows Scholarship Program at any time. Sponsor may terminate any Scholarship Program or decide to modify it in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that would materially affect the Scholarship Program security and fairness. **Sponsor may prohibit individuals from participating in the Scholarship Program and Disqualify entries if they**

**(1)** attempt to apply for the CLMI Fellows Scholarship Program through any means other than as described in these Terms and Conditions,

**(2)** attempt to disrupt the CLMI Fellows Scholarship Program or circumvent the Terms and Conditions in any way or

**(3)** violate these Terms and Conditions. All of Sponsor's decisions with respect to the CLMI Fellows Scholarship Program are final.

### **Liability and Release**

By participating in the CLMI Fellows Scholarship Program, applicants agree to release and hold harmless Sponsor and the Related Entities from and against any claim or cause of action arising out of participation in the CLMI Fellows Scholarship Program or receipt or use of any Award hereunder, including, but not limited to: **(a)** unauthorized human intervention in Contests; **(b)** technical errors related to computers, servers, providers, or telephone or network lines; **(c)** printing errors; **(d)** errors in the administration of the Scholarship Program or the processing of entries; or **(e)** injury or death to a person(s) or damage to property which may result, directly or indirectly, in whole or in part, from entrant's participation in the Scholarship Program or entrant's receipt, acceptance, use and/or enjoyment of any Award.

In no event shall Sponsor or the Related Entities be liable for attorney fees. Each applicant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor and the Related Entities reserve the right to correct typographic, clerical or printing errors in any Scholarship Program materials. Sponsor and the Related Entities are not responsible for any typographical or other error in the printing of the Scholarship Program, the administration of the Scholarship Program or in the announcement of the Winners, including such error as may give an erroneous indication that an Award has been won.

In the event the Sponsor or the Related Entities are prevented from continuing with the Scholarship Program, or the integrity and/or feasibility of the Scholarship Program is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Related Entities' control (each a 'Force Majeure' event) the Sponsor and the Related Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Scholarship Program without notice or further obligation.

If the Sponsor or the Related Entities, in their discretion, elect to abbreviate, cancel or terminate the Scholarship Program as a result of a Force Majeure event, the Sponsor and the Related Entities reserve the right, but shall have no obligation, to award the Awards from among all valid and eligible entries received up to the time of such Force Majeure event.

### **Use of Information**

The information provided in connection with the Scholarship Program is being disclosed solely to Sponsor and the Related Entities, and may be used for Sponsor's internal, promotional, and advertising purposes and to send entrants information about Sponsor's products and special Scholarship Programs. The submission of an entry constitutes permission to post each recipient's name on Sponsor's website

and to use such recipient's names, hometowns and/or likenesses for purposes of advertising without further compensation or right of review unless prohibited by law. Clear avenues will be made available for entrants to unsubscribe from all further communication if desired.

**Questions/Names of Winners**

To ask questions, or to request the names of the award Winners, send an email to: **CLMI@llac.org**