The Brazos \$1000 No Essay Scholarship

Sweepstakes Official Rules

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

1. Promotion Description: The Brazos \$1000 No Essay Scholarship (the "Sweepstakes") is a promotion intended to help cover the cost of education for students who intend to or are attending an Eligible School.

The promotion begins at 12:00 a.m. Central time ("CT") on January 1, 2024 and ends at 11:59 p.m. CT on December 31, 2024.

2. Definitions:

"Eligible Student" means a resident of the state of Texas who is eighteen (18) years old or older and who is a) a high school senior, including a student who attends an alternative school or is home schooled, who will be attending an Eligible School within six (6) months of entering the Sweepstakes; or b) a current college or graduate student at an Eligible School.

"**Eligible School**" means a four-year degree granting college or university that is eligible for Title IV funds and is a state university or not-for-profit institution.

3. Eligibility: The Sweepstakes is open only to an Eligible Student and to one parent on behalf of an Eligible Student ("Entrant"). Employees of Brazos Higher Education and any company managed by Brazos Higher Education as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes the Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Disbursement of the scholarship is contingent upon fulfilling all requirements set forth herein.

4. Sponsor: Brazos Education Foundation, 5609 Crosslake Parkway, Waco, Texas, 76712. **Administrator:** Brazos Higher Education, 5609 Crosslake Parkway, Waco, Texas, 76712

5. Timing: The Sweepstakes begins on January 1, 2024 at 12:00 a.m. Central Time ("CT"), ends on December 31, 2024 at 11:59 p.m. CT (the "Promotion Period"), and consists of twelve (12) monthly entry periods (each an "Entry Period") as set forth below.

Entry Period	Start Date (at 12:00 a.m. CT)	End Date (at 11:59 p.m. CT)	Approximate Draw Date/Winner Notification Date
1	January 1, 2024	January 31, 2024	February 5, 2024
2	February 1, 2024	February 29, 2024	March 5, 2024
3	March 1, 2024	March 31, 2024	April 5, 2024
4	April 1, 2024	April 30, 2024	May 6, 2024
5	May 1, 2024	May 31, 2024	June 5, 2024
6	June 1, 2024	June 30, 2024	July 5, 2024
7	July 1, 2024	July 31, 2024	August 5, 2024
8	August 1, 2024	August 31, 2024	September 5, 2024
9	September 1, 2024	September 30, 2024	October 7, 2024
10	October 1, 2024	October 31, 2024	November 5, 2024
11	November 1, 2024	November 30, 2024	December 5, 2024
12	December 1, 2024	December 31, 2024	January 6, 2025

Administrator's computer is the official time-keeping device for the Sweepstakes.

6. How to Enter: During the Promotion Period, visit <u>https://studentloans.com/no-essay-scholarship/</u> and follow the links and instructions to complete and submit the entry form including a valid email address. <u>No purchase, application, loan, or other</u> <u>transaction is necessary to enter.</u>

Limit: Each Entrant may enter one (1) time during the Promotion Period. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, entries and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, 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.

7. Random Drawings: Administrator will cause the random selection of potential Sweepstakes winners from all eligible entries received during the Promotion Period, on the dates listed above in Rule 3. *Non-winning entries will carry over into subsequent Entry Period drawings.* The potential winners will be notified by the email provided. Each potential winner will be required to sign and return a Certificate of Eligibility, Liability Waiver and Publicity Release ("Declaration"), within ten (10) days of the date of notice or attempted notice is sent, to claim his/her prize and a Scholarship

Disbursement Form for an Eligible School no later than six (6) months of the date of notice or attempted notice is sent. If a potential winner of any prize cannot be contacted, fails to provide required information and/or documentation within the required timeframe, fails to properly complete the required information and/or documentation according to Administrator's instructions, fails to provide a Scholarship Disbursement Form for an Eligible School within six (6) months of winner notification/confirmation, or if the prize is returned as undeliverable due to incorrect information provided by the potential winner, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor may, in Sponsor's sole discretion, award the applicable prize to an alternate winner by random drawing among the remaining eligible entries from that Entry Period. If alternates are drawn, only one (1) alternate drawing will be held for each prize, after which the prize will remain un-awarded.

8. Prizes: There will be a total of twelve (12) Grand Prizes ("Grand Prize") in each Promotion Period with one Grand Prize being awarded each Entry Period as follows: \$1,000 check or wire, at Sponsor's discretion, made payable to the Eligible School reflected on the winner's Scholarship Disbursement Form to be deposited in the student account of the winner. A winner forfeits the prize if he/she (or his/her daughter or son, or ward, in the case of parent Entrant) does not attend an Eligible School within six (6) months of notification and fails to meet the other requirements as set forth above. **Approximate Retail Value ("ARV") of each Grand Prize: \$1,000**. Prizes must be used to pay for tuition and fees required for enrollment or attendance at the Eligible School and for other qualified education expenses, to include, books, supplies, and required equipment for courses at the Eligible School.

Prizes are non-transferable, non-exchangeable and no substitution will be made except as provided 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period.

Total value of all prizes to be won: \$12,000.

9. Publicity: Each winner provides consent to Sponsor and its agents to use winner's name, likeness, photograph, voice, opinions, statements and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, computer or

information technology disruptions, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such an event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disgualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES 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: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

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 Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in the United States District Court for the Western District of Texas or the appropriate Texas State Court located in McLennan County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT AND INCLUDING ANY CLAIM OF FRAUDLENT INDUCEMENT THEREOF.

13. Use of Personal Information/Opt In: By entering the Sweepstakes, Entrants consent to the Sponsor and the Administrator obtaining and using their name, address, telephone number, email address and other information ("Personal Information") for the purpose of administering the Sweepstakes. Even if opting out of use of email and/or telephone communication for other purposes as described below, Entrants consent to Sponsor and the Administrator using their personal information for the limited purposes of providing Entrants with information about their potential status as a recipient and to facilitate awarding the prize, if applicable.

By entering the Sweepstakes, Entrants agree that Sponsor and/or Administrator may send information regarding college planning tips, student loan offers, and other information offered by it or its affiliates that Sponsor and/or Administrator believes may be of interest to Entrant. Within each message, Entrants will be given the right to opt out or unsubscribe. Unsubscribing from these messages or declining a purchase of products or services will not affect an Entrant's chance of receiving an award.

14. Winner List: For an official winner list, please send a written request to: The Brazos \$1000 No Essay Scholarship, c/o Brazos Higher Education, 5609 Crosslake Parkway, Waco, Texas 76712. The winner list will be available after winner confirmation is complete.