



## Southeastern Brain Tumor Foundation (SBTF) Voices of HOPE Educational Scholarship 2020/2021 - OFFICIAL RULES

**ELIGIBILITY:** The Southeastern Brain Tumor Foundation Voices of Hope Educational Scholarship Program ("Scholarship") is open to those who are legal residents of the fifty (50) United States and the District of Columbia. Southeastern Brain Tumor Foundation, Inc. ("SBTF") employees, Board Members, Officers of the Board, and their family members are not eligible for the SBTF Voices of HOPE Educational Scholarship. Void where prohibited.

**SCHOLARSHIP:** The Scholarship award shall be no less than \$1,500, subject to the terms and conditions of these Official Rules.

**HOW TO APPLY:** To apply, complete and submit the Southeastern Brain Tumor Foundation Voices of Hope Educational Scholarship Application ("Application"), which is available online at [www.sbtff.org](http://www.sbtff.org). Limit one Application per person. All Applications become the property of the SBTF and will not be returned. The SBTF assumes no responsibility for lost, misdirected, or unintelligible entries. By submitting an Application, you fully and unconditionally accept and agree to these Official Rules and the decisions of the SBTF, which are final and binding.

**APPLICATION DEADLINE:** All applications for the scholarship must be postmarked or submitted electronically by 11:59 PM on May 29, 2020.

**SELECTION OF POTENTIAL RECIPIENT(S):** The SBTF intends to award the Scholarship to Scholarship Recipient(s), but the decision to award the Scholarship and to how many recipients and in what amount is at the sole discretion of the SBTF. Submissions of any Application(s) does not guarantee that a Scholarship will be awarded.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who submits an Application ("Applicant") represents and warrants to the SBTF as follows: (a) the Application is the Applicant's own original, previously unpublished, and previously unproduced work; (b) the Application is wholly original with Applicant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (c) the Application neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (d) the Application does not and will not violate any applicable laws.

Each Applicant hereby agrees to indemnify and hold the SBTF harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Applicant hereunder.

**OWNERSHIP:** By submitting an Application, Applicants acknowledge and agree that: (a) the SBTF will own the Application, including the written response submission, and (b) the SBTF will own all publishing rights in and to the Application and the written response submission. Each Applicant hereby irrevocably grants, transfers, sells, assigns and conveys to the SBTF its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Application and the written response submission(s) for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"). The SBTF shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Application and written response submission(s) for any purpose which the SBTF deems necessary or desirable, and each Applicant irrevocably waives any and all rights they may have in the Application and written response submission(s) submitted. Each Applicant hereby acknowledges that such Applicant does not reserve any rights in and to the Application.

**PAYMENT DIRECTIONS:** The Scholarship award will be in the form of a check made payable to, and delivered directly to the Bursar or the Scholarship/Financial Aid Office of the accredited post-secondary institution of higher education attended (or to be attended) by the Scholarship Recipient (once the Scholarship Recipient has enrolled in an accredited post-secondary institution of higher education and submitted proof of enrollment to the SBTF included in the Scholarship Application). The Scholarship may not be assigned, transferred, or changed, except at the sole discretion of the SBTF. No cash equivalent prize or monies will be awarded.

#### GENERAL CONDITIONS AND RELEASES:

By submitting an Application, Applicant agrees to conform to all federal, state and local laws and regulations. When applicable, a potential Scholarship Recipient may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to the SBTF, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by the SBTF to be awarded the Scholarship. This may include providing proof of identity. Taxes on any Scholarships are the sole responsibility of the Scholarship Recipient.

Unless prohibited by applicable law, acceptance of a Scholarship constitutes permission to use the Scholarship Recipient's name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner the SBTF deems appropriate for publicity purposes without any compensation to such Recipient or any review or approval rights, notifications, or permissions; and constitutes consent to disclose personally

identifiable information to third parties (including, without limitation, placing the Scholarship Recipient's name on a winner's list).

By applying for the Scholarship, Applicant agrees to and hereby does release and hold harmless the SBTF and its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from Applicant's acceptance, possession and/or use of any Scholarship or Applicant's Application for this Scholarship, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of application or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Scholarship may be prosecuted to the full extent of the law. The SBTF reserves the right to modify these Official Rules in any way or at any time. The SBTF reserves the right, in its sole discretion, to cancel or suspend this Scholarship at any time.

THE SCHOLARSHIP IS AWARDED "AS IS" AND THE SBTF DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SCHOLARSHIP.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, THE SBTF AND/OR ITS VENDORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

DISPUTES. Except where prohibited, each Applicant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with this Scholarship shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Scholarship Program, but in no event attorneys' fees and the fees of other professionals; and (c) under no circumstances will entrant be permitted to obtain awards for, and Applicant hereby waives all rights to claim indirect, punitive, incidental, special, 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 the SBTF in connection with the Scholarship Program, shall be governed by and construed in accordance with the laws of the State of Georgia without giving any effect to any choice of law or conflict of law rules. By submitting an Application, Applicant consents to the jurisdiction and venue of federal, state, and local courts located in Atlanta, Georgia.

ORDER OF PRECEDENCE: To the extent there are any discrepancies between these Official Rules and any other documentation or representation regarding the Scholarship, these Official Rules take precedence.