

Sallie Mae Fund 2021-2022 Completing the Dream Gap Scholarship Official Rules

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. The Contest begins at 12:00:00 p.m. Eastern Time (“ET”) on August 5, 2021 and ends at the earlier of 11:59:59 a.m. Eastern Time (“ET”) on August 31, 2022, or upon award of all scholarship monies (the “Contest Period”).

- 1. ELIGIBILITY:** The Sallie Mae Fund 2021-2022 Completing the Dream Gap Scholarship Program (“Contest”) is open only to legal residents (U.S. Citizen or legal permanent resident with a valid permanent resident card or passport stamped I-551) of the fifty (50) United States, Puerto Rico and the District of Columbia who (i) are currently enrolled in the final year of full or part-time undergraduate study at an accredited two- or four-year college, university or vocational-technical school; (ii) are in good academic standing, but at risk of not returning to or graduating/ completing due to an outstanding financial need, and/or emergency situation that leads to a financial aid crisis; (iii) have an unpaid school tuition/fee balance up to Two Thousand Five Hundred Dollars (\$2,500.00), (iv) have a current cumulative grade point average of 2.75 or higher (out of a 4.0 scale), (v) are a diverse candidate (“Diversity” shall include, but not limited to: gender; disability; race; ethnicity, and being from an underserved community), (vi) are able to demonstrate leadership abilities, and (vii) demonstrate good moral character in all aspects of his/her life, including personal, professional, educational, in his/her community, and online presence in accordance with these official Rules (each, an “Entrant”). Employees of the Sallie Mae Fund (“Sponsor”), Thurgood Marshall College Fund (“Administrator”) and their respective parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies (collectively, “Related Entities”) and members of their immediate family or household of each are not eligible. Void where prohibited by law. This Contest is subject to all applicable federal, state and local laws and regulations.
- 2. SPONSOR:** The Sponsor of this Contest is The Sallie Mae Fund, 300 Continental Drive, Newark, DE 19713.
- 3. HOW TO ENTER:** Potential Entrants go to <https://www.tmcf.org/students-alumni/scholarships/open-scholarships/> to submit an entry. Entrants must provide entries (each, an “Entry”), consisting of (i) Personal information including name, home phone number, mobile phone number, school email address, personal email address, postal address with zip code (school and home), (ii) responses to the application questionnaire which address the evaluation criteria (as set forth in Section 4 hereof), including academics, community service, personal achievement, and financial need. Limit of one (1) Entry per Entrant during the Contest Period. Administrator’s computer system shall be the official time-keeping device for the Contest. Sponsor is not responsible for Entries that are lost, late, misdirected, illegible and/or incomplete due to computer or electronic malfunction or other error. Use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a robotic, automated or macro device will be void.** All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor and/or Administrator has the right to dispose of the Entries at Sponsor’s discretion. By submitting an Entry, each entrant agrees to abide by the terms of these Official Rules and the Thurgood Marshall College Fund Privacy Policy. Unreadable, inaccurate, unintelligible, or Entries which otherwise do not comply with these Official Rules will be disqualified.

By submitting an Entry, each Entrant consents to receive from the Sponsor and/or Administrator an email notifying such Entrant that he/she is a potential Scholarship winner. Entrants, by entering this Contest, acknowledge that Entries may be posted on Sponsor's website or social media platforms, including but not limited to Facebook, Twitter or SallieMae.com at Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry submitted. The use of all or a part of any Entry content by Sponsor or any Related Entity does not have any effect on the winner selection process. Entries posted are the views/opinions of the individual Entrant and do not reflect the views of Sponsor in any manner. Entrants grant Sponsor and the Related Entities a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Entry content or any part thereof (with or without the Entrant's name and city/state), and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Related Entity, each of their respective brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Entrant, except where prohibited by law. In addition, Entrants, by entering this Contest, forever waive in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of an Entry (or any part thereof) as granted herein, or require Entrant's permission to use the Entry (or any part thereof) for the purposes stated herein. Entrants further agree and understand that, if selected as a finalist or winner, Sponsor may request that the Entrant's school host an optional informational assembly during which Sponsor will provide paying for college tips and advice.

4. **JUDGING CRITERIA:** Up to One Hundred Eighty-Five (185) Winners will be selected on a rolling basis from all Entries received during the Contest Period. All Entries that are in compliance with all terms and conditions of these Rules will be judged on the basis of the following criteria (based on information provided by the Entrant):
 - a. Financial Need (80%): A funding gap that may prevent them from attending.
 - b. Academics (20%): Students who excel academically and demonstrate commitment and determination to achieve academic success.

The Winners will be determined by judges from the Administrator's staff who will rank each eligible Entry on the basis of a composite score based on equal weighting of the criteria (the Entrants in the highest-scoring Entries shall each be a "Winner"). In the event of a tie, the Entry that receives the higher score for "Financial Need" will be declared a Winner. In the event of a further tie, the Entrant who best embodies the characteristics of Diversity will be declared the Winner. In the event of a further tie, the Entry that receives the higher score for "Academics" will be declared the Winner. In the event of a further tie, Administrator in its sole discretion shall choose a Winner based on an evaluation of which Entry is superior overall taking all categories into consideration. The Contest contains no elements based on chance. The standards applied during the judging process focuses on assessing each entry's properties. By the mere submission of an Entry, an Entrant acquires no automatic right to be awarded a Scholarship, nor any other right except for the right to have such Entry reviewed and evaluated subject to these Official Rules. The decisions of Administrator shall be final. Neither Sponsor nor Administrator will correspond with Entrants about the determination of the winner other than as expressly provided in these Rules.

5. **UP TO ONE HUNDRED EIGHTY-FIVE (185) SCHOLARSHIPS:** Up to Two Hundred Fifty (250) Scholarship Winners will receive up to a Two Thousand Five Dollar scholarship (\$2,500.00)

each. Scholarship awards are non-renewable and will be disbursed directly to the Winner's post-secondary institution on or before January 31, 2023, depending on the date of Winner selection. Awards may not exceed the total cost of qualified tuition, fees, books and supplies, and are for post-secondary study only. Scholarship awards are for undergraduate study only. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF SCHOLARSHIP NOT SET FORTH IN THESE RULES ARE THE OBLIGATION OF EACH GRAND SCHOLARSHIP WINNER. No assignment, transfer or substitution of any Scholarship is permitted by a Scholarship Winner. Entrants agree that if a Scholarship Winner is found to have violated these Official Rules, or otherwise does not meet the eligibility criteria, such Scholarship will be forfeited and awarded to an alternate Scholarship Winner from among all remaining eligible Entries, based on the judging criteria set forth herein. Sponsor reserves the right to substitute any Scholarship for a different Scholarship of equal or greater value, in its sole discretion. Sponsor is solely responsible for providing the Scholarships. Limit one (1) Scholarship per household. Total approximate value of all Scholarships: \$462,500.

- 6. NOTIFICATION OF SCHOLARSHIP WINNERS:** The potential Scholarship recipient will be notified by Sponsor or Administrator via email, phone call, electronic or video message, and/or U.S. mail on or about five (5) business days from the date of the Winner selection. Potential Scholarship Winners will each be required to execute and return an Affidavit of Eligibility and Liability and Publicity Release (where permitted) within ten (10) days of notification attempt or such Scholarship will be forfeited and an alternate Scholarship Winner will be selected from among all remaining eligible Entries, based on the judging criteria set forth herein. In the event a potential Scholarship Winner's Affidavit/Release Form is returned to the Administrator as undeliverable or a potential Scholarship Winner is determined to be ineligible in accordance with these Official Rules, such Scholarship will be forfeited and awarded to an alternate potential Scholarship Winner from among all remaining eligible Entries, based on the judging criteria set forth herein. Winner must supply Sponsor with his/her Social Security number for tax purposes and agree to a criminal and personal social media background investigation during the winner notification process. In the event the criminal background investigation consists of any criminal record, the Sponsor reserves the right, at its sole discretion, to disqualify that Scholarship Winner. In the event a Scholarship Winner's personal social media investigation consists of content found in any social medium that is false or contains misleading claims about Sponsor and its products or services, that defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, or other people or companies; or communicates any message or image that is inconsistent with Sponsor's positive image and/or good will with which Sponsor wishes to associate or contains content that violates any rule, law or regulation, the Sponsor reserves the right, at its sole discretion, to disqualify that Scholarship Winner. The potential Scholarship Winner will not be deemed a Scholarship Winner until his/her submission of notification materials is verified. The Scholarship will be awarded provided it is properly claimed. Up to One Hundred Eighty-Five (185) Scholarships as stated in these Official Rules will be awarded.
- 7. GENERAL:** Entrants (1) agree to be bound by these Official Rules; (2) agree to release Sponsor, Administrator and the Related Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Contest, or the acceptance, possession, use or misuse of any Scholarship and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her full name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (4) acknowledged that the stated parties have neither made nor are responsible or

liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Scholarship, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may prohibit individuals from participating in Contest and disqualify entries if they (1) attempt to enter the Contest through any means other than as described in these Official Rules; (2) attempt to disrupt the Contest or circumvent the terms and conditions of these Official Rules in any way; or (3) repeatedly show a disregard for the Contest Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Contest are final. In the event the Sponsor, Administrator or Related Entities are prevented from continuing with this Contest or the integrity and/or feasibility of the Contest 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, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's, Administrator's or Related Entities' control (each a "Force Majeure" event) the Sponsor, Administrator and Related Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation. If the Sponsor, Administrator or Related Entities, in their discretion, elect to abbreviate, cancel or terminate the Contest as a result of a Force Majeure event, the Sponsor, Administrator and Related Entities reserve the right, but shall have no obligation, to award the Scholarships from among all valid and eligible Entries received up to the time of such Force Majeure event.

- 8. INTERNET:** If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or Administrator that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor and Administrator reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsor will award the Scholarships from among all eligible Entries received at the time of the Contest termination. The Sponsor and Administrator assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor, Administrator and Related Entities are not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. SPONSOR AND ADMINISTRATOR ARE NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR OR ADMINISTRATOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The use of automated devices is not valid for entry.

9. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

ENTRANTS, BY PARTICIPATING IN THE CONTEST, AND WINNERS, BY ACCEPTING A SCHOLARSHIP, AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY SCHOLARSHIP AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANTS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 10. GOVERNING LAW & JURISDICTION:** The Official Rules and the Contest are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of Entrant, Sponsor and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Delaware, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in “Binding Arbitration” Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Delaware, in the City of Newark.
- 11. WINNERS LIST:** To obtain the names of the Winners, available after October 31, 2022 send a stamped, self-addressed envelope to: The Sallie Mae Fund 2021-2022 Completing the Dream Gap Scholarship Program Winners, 300 Continental Drive, Newark, DE 19713, Attn: Corporate Communications.
- 12. OFFICIAL RULES:** For a printed copy of the Official Rules, send a stamped, self-addressed envelope (VT residents need not affix return postage) to: The Sallie Mae Fund 2021-2022 Completing the Dream Gap Scholarship Program, 300 Continental Drive, Newark, DE 19713, Attn: Corporate Communications.

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