

Terms and Conditions

Official Rules for “HERB it Forward” Scholarship

BY ENTERING, APPLICANT AGREES TO BE BOUND BY THESE OFFICIAL RULES (“OFFICIAL RULES”) AND THE DECISIONS OF THE SELECTION COMMITTEE, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. **ELIGIBILITY.** The “HERB it Forward” Scholarship (the “Scholarship”) is open to persons between the ages of 17 and 25 as of the time of entry, who are graduating in 2018 or have graduated high school, have passed the general educational development (GED) test or have been homeschooled, but it is not applicable to graduate school students and previous winners of the Herb it Forward scholarship. It is open for those who are residents of Philadelphia, Pennsylvania or Philadelphia area counties who are applying to programs in the United States, and coming from households that qualify for the reduced price lunch program. An eligible person under the age of majority in such person’s jurisdiction of residence must have his/her parent’s or legal guardian’s consent to apply for this Scholarship. The parent(s) or legal guardian(s) of an applicant under the legal age of majority in his/her jurisdiction of residence (a) will ensure that the applicant in respect of whom they agree to the Official Rules will comply with the Official Rules; and (b) warrants that he/she agrees to the Official Rules and gives the consents contained herein, including permission for his/her child/ward to apply to the Scholarship. The parents(s) or legal guardian(s) of each such applicant agrees to indemnify the Released Parties (as defined below) for and against: (i) any claims made by the applicant, his or her legal guardian(s), or any member of his or her immediate family against the Released Parties in connection with the Scholarship; and (ii) any losses (including any liability) caused by any conduct of the applicant that is inconsistent with the Official Rules.

The following individuals are not eligible to apply for the Scholarship: employees, contractors, directors, or officers of The Herb it Forward Foundation (“Sponsor”) and each of Sponsor’s respective parent, subsidiary, and affiliated companies (collectively, “Scholarship Parties”), and the immediate family members and those living in the same household of each such employee, contractor, director or officer.

The Scholarship is subject to all applicable federal, state and local laws and regulations and is void where prohibited or otherwise restricted by law.

1. **SUBMISSION PERIOD.** You may submit your application between 12:00:00 a.m. EST on December 1, 2017 and 11:59:59 p.m. EST on March 1, 2018 (“Submission Period”).
2. **HOW TO APPLY.** Complete and submit the application (“Submission”) through the Sponsor’s website at *Herbie.com* (or such other Scholarship-related website) (the “Scholarship Site”) during the Submission Period. Before you will be allowed to continue, you must expressly agree and consent to these Official Rules and Sponsor’s posted privacy policy. If you do not agree to those terms, please do not apply for the Scholarship. Follow the on-screen instructions to properly complete the application and submit your entry. Before uploading the Submission, you will be required to agree that

you have: (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules and (b) granted permission or have received permission, as applicable, for the use of the image/likeness of any and all identifiable persons who appear in any picture or video submitted to Sponsor in connection with this Scholarship.

3. **GUIDELINES AND RESTRICTIONS.**

- (a) Complete the “HERB it Forward” Scholarship application.
- (b) Submissions must be in English.
- (c) All Submissions must be received by 11:59:59 p.m. EST on March 1, 2018.
- (d) Each applicant is allowed one (1) Submission.
- (e) Limit of one (1) award per applicant.
- (f) Each Submission: (i) must be original work of the applicant produced for this Scholarship; (ii) must not infringe on any party’s intellectual property, including, but not limited to, copyright, trademark, right of privacy, right of publicity, or any other rights; (iii) must be suitable for display and publication in the United States (e.g. it may not contain obscene or indecent statements, including but not limited to nudity or profanity); (iv) must not contain defamatory statements (including, but not limited to, words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); (v) must not include threats to any person, place, business, or group; and (vi) must not violate any other applicable laws or regulations.
- (g) Sponsor reserves the right, in its sole discretion, to make any edits it deems necessary or desirable including, but not limited to, to remove or blur, or to ask the applicable applicant to remove or blur, any elements of the Submission or any other material submitted to Sponsor in connection with this Scholarship.
- (h) Sponsor reserves the right not to display a Submission or any other material submitted to Sponsor in connection with this Scholarship.
- (i) Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified, will not be published, and will not be considered for awards. Sponsor makes the final determination as to which Submissions are eligible to take part in this Scholarship and be considered for an award.
- (j) If the actual, alleged or publicized conduct of any applicant is illegal, or if any applicant has been convicted of a crime, or in Sponsor’s sole discretion is otherwise grossly offensive or violates generally accepted standards of behavior (including, but not limited to, illicit drug use or public intoxication) or otherwise leads the Sponsor to reasonably believe or conclude that the public association with the applicant subjects Sponsor to ridicule, contempt,

controversy, embarrassment, or scandal, Sponsor, in its sole discretion, may disqualify the applicant and such applicant's Submission will no longer be eligible.

(k) By applying for this Scholarship, you irrevocably grant to Sponsor and its agents, to the extent permissible by law, the unconditional and perpetual right to post, display, broadcast, publish, use, adapt, edit, translate, dub, and/or modify a Submission (or any other material submitted to Sponsor in connection with this Scholarship) in any way, in any and all media, throughout the world, for any purpose, without limitation, and without notice or consideration to you.

(l) All applicants further agree to release, indemnify, and hold harmless the Sponsor and the Scholarship Parties and each of their respective employees, officers, directors, representatives, contractors, advertisers, sponsors, and agents (collectively, "Released Parties") from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringe on the rights of an applicant's work as contained in any Submission.

(m) All applicants further agree to release, indemnify, and hold harmless the Released Parties from any and all liability, loss, damage, cost, or claim related to the acceptance, use, or misuse of their award.

1. **SELECTION OF RECIPIENTS.** All eligible Submissions will be reviewed by a selection committee (the "Selection Committee"). After the end of the Submission Period, the Selection Committee will select a total of thirty (30) Submissions, based on the judging criteria below, as follows: ten (10) first place recipients ("First Place Recipients"), ten (10) second place recipients ("Second Place Recipients") and ten (10) third place recipients ("Third Place Recipients", and together with First Place Recipients and Second Place Recipients, the "Recipients"). Ties will be broken based on the highest score in the first judging criteria, continuing to each judging criteria as needed to determine a recipient. Odds of receiving an award depend on the number of eligible entries received and the decision of the Selection Committee.

Judging of Submissions will be based on the following criteria: (a) quality and content of application answers; (b) commitment to philanthropy; and (c) financial need.

The Finalists/Recipients of awards will be announced on April 1, 2018 (the "Announcement Date") and the winners of the Herb it Scholarship will be notified of the amount of their awards on May 1, 2018. The Recipients will be notified by Sponsor by e-mail using the contact information provided at the time of entry.

Applicants agree that Sponsor and the Selection Committee, as applicable, have the sole right to decide all matters and disputes arising from this Scholarship and that all decisions of Sponsor and the Selection Committee, as applicable, shall be final and binding and not subject to challenge or appeal.

1. **AWARD DETAILS.**

(a) The renewable awards are as follows:

(i) **First Place Recipient:** (10) First Place Recipients will receive a scholarship award renewable over (4) academic calendar years to be distributed as follows; Year (1): \$5,000.00, Year (2): \$2,500.00, Year (3): \$1,000.00, Year (4): \$1,000.00.

(ii) **Second Place Recipient:** (10) Second Place Recipients will receive a scholarship award renewable over (4) academic calendar years to be distributed as follows; Year (1): \$2,500.00, Year (2): \$1,000.00, Year (3): \$1,000.00, Year (4): \$1,000.00.

(iii) **Third Place Recipient:** (10) Third Place Recipients will receive a scholarship award renewable over (4) academic calendar years to be distributed as follows; Year (1): \$1,000.00, Year (2): \$1,000.00, Year (3): \$1,000.00, Year (4): \$1,000.00.

(b) As noted above scholarship dollars are to be distributed over (4) academic calendar years. If the recipient completes their undergraduate studies in less than 4 years any undistributed funds will remain the property of the Sponsor. For example, if a First Place Recipient receives the award with (2) academic calendar years remaining until they complete their undergraduate studies they will receive the Year (1) award of \$5,000.00 and the Year (2) award of \$2,500.00. The Year (3) award of \$1,000.00 and the Year (4) award of \$1,000.00 will not be distributed to the recipient. Awards will only be distributed in the increments and distribution periods listed in the award details section of this document.

(c) The recipients must remain in good academic standing to continue receiving the renewable scholarship awards. The recipients will be required to provide transcripts to validate their academic standing before each distribution period. Good academic standing is defined by, but not limited to, maintaining an overall GPA of 2.7 or higher while enrolled in an accredited institution. Recipients must also complete a survey and update form at the end of each semester.

(d) In addition, post May 1, 2018 the recipients will be eligible for and invited to participate in Herb It Forward Foundation leadership camps and other sponsored events, including but not limited to, dinners, speaking events, mentorship opportunities.

(e) All award details are determined by Sponsor, in its sole discretion. Sponsor reserves the right to substitute or cancel awards at any time. All awards will be payable to the Recipients' college or university or certified trade school in the United States. Recipients must be enrolled at such educational institution beginning no later than fall 2019. Sponsor will not hold award money beyond the fall 2019 semester. Each Recipient will be required to sign and return an Affidavit of Eligibility, Assignment and Liability/Publicity Release.

1. **GENERAL CONDITIONS.** All applicants must have a valid e-mail address. Awards are non-transferable. Unclaimed awards will not be distributed or will otherwise be dealt with according to law. Sponsor reserves the right to reduce the award amounts in accordance with applicable law. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be: (a) tampering or attempting to tamper with the application process or the operation of the Scholarship or any Sponsor or Scholarship

Site; (b) violating these Official Rules; (c) violating the Scholarship Site's terms of service, conditions of use and/or applicable general rules or guidelines; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person; (e) engaging in fraud, dishonesty, or illegal activity; (f) attempting to deliberately damage or corrupt or otherwise attempting to undermine the legitimate operation of the Scholarship, and/or Sponsor's business operations, including, without limitation, by cheating, hacking, deception, and/or other unfair practices, including, but not limited to, using automated entry or voting programs and/or devices; (g) colluding to alter the results of the Scholarship; and/or (h) giving false or misleading information to Sponsor or Scholarship Parties.

Each Recipient agrees, upon the request of Sponsor from time to time, to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary or requested by Sponsor to carry out the Scholarship and these Official Rules or to comply with applicable laws. Sponsor may, in its sole discretion, waive any of the conditions or requirements of the Scholarship and these Official Rules.

This Scholarship is only offered in Pennsylvania and is governed by the laws of the state of Pennsylvania, United States. All claims relating in any manner to this Scholarship or to any Submission must be resolved in the federal or state courts located in the state of Pennsylvania, United States. To the extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Scholarship. To the extent permitted by law, any controversy or claim arising out of or relating to these Official Rules and/or the Scholarship shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the state of Pennsylvania, United States. If any provision of the these Official Rules or the application of any such provision to any person or circumstance shall be declared invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of these Official Rules, it being the intent and agreement of the parties that these Official Rules shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal, and enforceable so as to materially effectuate Sponsor's intent.

1. **LIMITATIONS OF LIABILITY AND RELEASE.** To the maximum extent permitted by law, no liability or responsibility is assumed by the Released Parties resulting from any user's participation in or attempt to participate in the Scholarship or ability or inability to upload or download any information in connection with participating in the Scholarship. No responsibility or liability is assumed by the Released Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Scholarship: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data

transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Scholarship Site in whole or in part for any reason; traffic congestion on the Internet or the Scholarship Site; unauthorized human or nonhuman intervention of the operation of the Scholarship, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Scholarship, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Scholarship. To the maximum extent permitted by law, the Released Parties are not responsible for any typographical errors in the announcement of awards or these Official Rules, or any inaccurate or incorrect data contained on the Scholarship Site. Use of the Scholarship Site is at user's own risk. To the maximum extent permitted by law, the Released Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to users or any other person's computer equipment resulting from participation in the Scholarship, use of the Scholarship Site, or the download of any information from the Scholarship Site. By participating in the Scholarship, to the maximum extent permitted by law, applicants agree to release and hold harmless the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in the Scholarship, or possession, acceptance, use and/or misuse of award or participation in any Scholarship-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. The Released Parties are not liable in the event that any portion of the Scholarship is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SCHOLARSHIP SITE AND/OR THE SCHOLARSHIP, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPS ASSOCIATED WITH THE SCHOLARSHIP. WITHOUT LIMITING THE FOREGOING, THIS SCHOLARSHIP AND ALL AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

1. **COLLECTION AND USE OF PERSONAL DATA.** By agreeing to these Official Rules, the applicant authorizes the use and collection of his or her personal data for the purpose of conducting the Scholarship only (including publishing Recipients' pictures,

full names and states, counties, provinces, territories or their equivalent, and/or disclosing them to third parties on request in accordance with the Recipient's List request procedure set out below) and any other purposes to which you have consented. Applicants acknowledge and agree that their personal data may be transferred out of their jurisdiction. Sponsor will not sell, share, or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless the applicant has given his or her prior express consent to receive additional information from Sponsor or a third party or otherwise permitted or required by law.

2. **RECIPIENT'S LIST/RULES REQUEST.** For the names of the Recipients or a copy of these Official Rules, send your request with a self-addressed, stamped envelope to be received by May 1, 2018 to: "HERB it Forward" Scholarship (specify Recipients' List or Official Rules), 100 Front Street, Suite 300, W. Conshohocken, Pennsylvania 19428.
3. **SPONSOR.** The Herb it Forward Foundation (HIFF); 100 Front Street, Suite 300, W. Conshohocken, Pennsylvania 19428.