# Georgia's Own Foundation "What's Ne[x]t Scholarship"

# **TERMS & CONDITIONS**

NO PURCHASE OR ACCEPTANCE OF AN OFFER NECESSARY TO ENTER OR WIN.

The Georgia's Own Foundation "What's Ne[x]t Scholarship" (hereafter referred to as "Scholarship") is sponsored by the Georgia's Own Foundation (hereafter referred to as "Sponsor"), 100 Peachtree St NW, Atlanta, GA 30303. The Scholarship is governed by these Terms & Conditions. By participating in the Scholarship, each entrant agrees to these Terms & Conditions, including eligibility requirements. The Scholarship is subject to all federal, state, and municipal laws and is void where prohibited by law.

## **Eligibility**

The Scholarship is open to all legal residents of the United States residing in Georgia. MUST BE A GEORGIA'S OWN CREDIT UNION MEMBER TWENTY-FIVE (25) YEARS OF AGE OR YOUNGER AS OF THURSDAY, APRIL 30, 2020, AND BE ENROLLED OR ANTICIPATE ENROLLMENT DURING 2020/2021 AT AN ACCREDITED INSTITUTION (an Accredited Institution is one that appears on the most recently available Database of Accredited Postsecondary Institutions and Programs published by the U.S. Department of Education immediately prior to the final day of the Entry Period) TO ENTER. ENTRANTS UNDER THE AGE OF 18 MUST HAVE WRITTEN CONSENT OF PARENT OR LEGAL GUARDIAN.

Officers, Directors, Supervisory Committee Members, Employees, Agents, Successors and Assignments of Georgia's Own Credit Union or the Georgia's Own Foundation and their immediate family members (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) are not eligible to win.

# <u>Entry</u>

The Scholarship begins at 9:00 a.m. Eastern Time on Wednesday, April 1, 2020, and ends at 11:59 p.m. Eastern Time on Thursday, April 30, 2020 (the "Entry Period"). Entry and eligibility for this prize promotion is based upon: Entrant visiting <u>https://www.georgiasown.org/scholarship/</u> and following the instructions to access and complete the online application and provide a link to your video.

When filming video, Entrants are to obtain written permission of third parties if filming on property other than that of the Entrant's. If music is incorporated into the Entrant's video, the Entrant is responsible for submitting a complete list of production credits. Music must be original or written permission by the music's composer/author must be provided. One video scholarship submission per Entrant. Subsequent entries will be disqualified. The video submission must meet the following criteria:

- Entrants are to prepare an original video that tells what's next for them, where their life is taking them, what their passion is, or what they want to accomplish.
- Video entries must not be derogatory, offensive, threatening, defamatory, disparaging, and libelous or contain any content that is inappropriate, indecent, sexual, profane, impolite, slanderous, and discriminatory in any way.
- It must not contain content, material, or any element that displays any third-party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party.
- It must be an original, unpublished work that does not contain, incorporate, or otherwise use any content, music, material, or element that is owned by a third party or entity. Failing to

provide proper documentation of permission to use such materials will result in the entry being disqualified.

- It must be in a format compatible with YouTube, such as .WMV, .AVI, .MOV, or .MPG, and must be successfully submitted via the Scholarship application form at <u>https://www.georgiasown.org/scholarship-application/</u>
- Video entries must be no longer than 5 minutes in length.

## **Prizes**

Three (3) winners will be selected among all eligible entries received during the Scholarship period. One (1) first place winner will receive an Eight Thousand Dollar (\$8,000.00) scholarship sent in their name to the Accredited Institution they will be attending. One (1) second place winner will receive a Five Thousand Dollar (\$5,000.00) scholarship sent in their name to the Accredited Institution they will be attending. One (1) second place winner will receive a Five Thousand Dollar (\$5,000.00) scholarship sent in their name to the Accredited Institution they will be attending. One (1) third place winner will receive a Two Thousand Dollar (\$2,000.00) scholarship sent in their name to the Accredited Institution they will be attending. Prize is not redeemable for cash value. ALL EXPENSES, TAXES, AND COSTS ASSOCIATED WITH ACCEPTANCE OF THE PRIZE, AND THE REPORTING CONSEQUENCE THEREOF, ARE THE SOLE OBLIGATION OF THE WINNER. PRIZE IS AWARDED WITHOUT WARRANTY OF ANY KIND BY SPONSOR, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Winners will be notified via telephone number provided and must respond within fourteen (14) days to claim their award or the award, in the Sponsor's sole discretion, may be forfeited. The prize is neither transferable nor exchangeable and will be awarded only if entrant complies with these Terms & Conditions. No other consideration will be paid.

To claim the prize, the winner must sign and return a release and affidavit of eligibility and publicity to the Credit Union via email at <u>WhatsNext@georgiasown.org</u> or direct mail at P.O. Box 105205, Atlanta, Georgia 30348, upon receiving the prize; or the prize, in the Sponsor's sole discretion, may be forfeited. The prize is neither transferable nor exchangeable and will be awarded only if entrant complies with these Terms & Conditions. No other consideration will be paid.

## Judging

The Scholarship judging period will begin Friday, May 1, 2020 and winners will be announced no later than Monday, June 1, 2020. The odds of winning depend on the number of eligible entries received. The three (3) winners will be notified via telephone number provided within twenty four (24) hours of selection. If the selected winners fail to contact the Sponsor to claim the prize within fourteen (14) days of the sending or posting of notification, or if the selected winners cannot be located through reasonable, good faith efforts by the Sponsor, alternate winners may be selected from among the remaining eligible entries.

Winning entries will be judged by a panel of experts who are Georgia's Own Credit Union employees/board members or credit union representatives designated by Georgia's Own Credit Union. The eligible video submissions will be judged on the following criteria:

- Originality/creativity
- Ability to deliver a message in a clear, cohesive, and impactful way
- Effectiveness in addressing the scholarship questions: "What's next for you? Where is life taking you? What is your passion or what do you want to accomplish?"
- Accuracy of information presented

Judges will evaluate and attribute a score to each video based upon the criteria listed above.

In the event of a tie, the Video that received the higher score from the judges in the category of "effectiveness in addressing the scholarship questions" will be selected as the winner. In the event that a potential winner is disqualified for any reason, the Video that received the next highest score will be chosen as the potential winner.

If by reason of a printing, computer, production, or other error, more than one winning entry is claimed, all persons making purportedly valid claims will be included in a random drawing to award the prize.

In the event this Scholarship is compromised or becomes technically corrupted in any way, the Sponsor reserves the right to cancel, terminate, or suspend the Scholarship and in such event, to select winners and/or runners-up for the prize by random drawing from among all valid entries received, up to such time of cancellation, termination or suspension. Entrants agree to be bound by these Terms & Conditions.

## **General Conditions**

All federal, state, and local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant from the Scholarship if it reasonably believes that the entrant did not follow the guidelines set forth, such as by submitting video content that is inappropriate or providing false information within the context of the Scholarship concerning identity, age, eligibility, mailing address, telephone number, e-mail address, and credit union affiliation. Sponsor also reserves the right to disqualify any Entrant if it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the scholarship by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses other entrants, viewers, or the judges.

#### Entry Errors

Sponsor is not responsible for any malfunction of the scholarship submission site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed videos due to system errors, failed, incomplete or garbled technological malfunctions, or other telecommunication transmission malfunctions.

## **Publicity**

By submitting an entry, each entrant grants the Sponsor, and those acting under its authority, permission to use his/her name, likeness, and comments for advertising or publicity purposes without payment of additional compensation, unless prohibited by law.

#### **Data Collection/Privacy**

The Sponsor will collect personal data about participants when they enter the Scholarship. Personal data includes: name, address, email address, and phone number(s). The information collected is never sold, given or disclosed to third parties.

#### Indemnification and Limitation of Liability

By entering this Scholarship, each entrant agrees to indemnify, release, and hold harmless the Sponsor, its subsidiaries and affiliates, distributors, vendors, advertising and promotional agencies, suppliers and all their respective officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from entrant's participation in the Scholarship and the acceptance of the prize OR WHILE ENTRANT IS TRAVELING TO AND/OR FROM A LOCATION TO OBTAIN OR USE THE PRIZE. ALL SCHOLARSHIP WINNERS WILL BE REQUIRED TO SIGN A LIABILITY RELEASE PRIOR TO ACCEPTANCE OF ANY PRIZE.

FURTHER, NO RESPONSIBILITIES ARE ACCEPTED BY THE SPONSOR FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, RE-ROUTING, OR ACTS OF ANY GOVERNMENT OR AUTHORITY OR FOR FAILURE OF THE EVENT TO TAKE PLACE FOR ANY REASON.

Entrant agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs (but in no way including attorneys' fees, disbursements or court costs) and under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

### **Governing Law**

All issues and questions concerning the construction, validity, interpreting and enforceability of these Terms & Conditions, or the rights and obligations of entrants and the Sponsor in connection with the Scholarship, shall be governed by, and construed in accordance with the laws of the State of Georgia.