

2023 Georgia's Own Foundation "Presidential Scholarship"

TERMS & CONDITIONS

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

The Georgia's Own Foundation "Presidential 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 entrants ("Entrants") who are legal residents of the United States residing in Georgia. To enter and participate in the Contest, at the time of entry you must: (a) BE A GEORGIA'S OWN CREDIT UNION MEMBER, OR CHILD OF A MEMBER, FOR AT LEAST THREE (3) MONTHS; (b) BE 13 YEARS OF AGE OR OLDER; (c) BE ENROLLED IN 12TH GRADE IN A PUBLIC OR PRIVATE SCHOOL (OR HOME SCHOOL) LOCATED IN GEORGIA; AND (d) PLAN TO ATTEND AN ACCREDITED INSTITUTION DURING THE 2023-2024 ACADEMIC SCHOOL YEAR (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) WITH A DECLARATION OF MAJOR IN THE INSTITUTION'S BUSINESS SCHOOL TO ENTER.

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.

Entry

The Scholarship entry period begins at 9:00 a.m. Eastern Time on Wednesday, March 8, 2023, and ends at 11:59 p.m. Eastern Time on Wednesday, May 10, 2023 (the "Entry Period"). Entry and eligibility for this prize are based upon: Entrant visiting <https://www.georgiasown.org/scholarship/> and following the instructions to access and complete the online application and provide a link to their video via one of the accepted formats outlined below.

There is a limit of one (1) entry per Entrant. Any attempt by an Entrant to obtain more entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant will be disqualified.

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 briefly about themselves, what the credit union difference means to them, and what their goals are for the future.

- 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 <https://www.georgiasown.org/scholarship-application/>
 - Video entries must be no longer than one minute in length.
- Video entries must not violate any federal, state, and local laws and regulations.

Prizes

One (1) winner will be selected among all eligible entries received during the Entry Period to receive a Five Thousand Dollar (\$5,000.00) 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.

The winner 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 WhatsNext@georgiasown.org or direct mail at P.O. Box 105205, Atlanta, Georgia 30348, upon receiving notification of their selection; 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 Thursday, May 11, 2023 and winners will be announced no later than Thursday, June 1, 2023. The odds of winning depend on the number of eligible entries received. The winner will be notified via telephone number provided within twenty four (24) hours of selection. If the selected winner fails 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, an alternate winner may be selected from among the remaining eligible entries.

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, to include members of the David A. Preter family. 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
- 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.

Right to Cancel or Modify

The Sponsor reserves the right to cancel, terminate or modify the Scholarship if, in the sole discretion of the Sponsor, it is impossible or impractical to complete the Scholarship as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

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.

Entries Are the Sole and Exclusive Property of the Georgia’s Own Foundation

All Entries and/or related submissions become the sole and exclusive property of the Sponsor upon transmission. Entries will not be returned and may be used by the Sponsor for any purpose whatsoever related to any Scholarship, without additional compensation to the participant or any other individual or entity. Each Entrant hereby grants to the Sponsor and assignees, the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display

such Entry, or any portion thereof, in any media now known or hereafter devised including, but not limited to all forms of television and all forms of Internet and wireless protocol. Each Entrant authorizes the Sponsor and any entities affiliated or in privity with the Sponsor to utilize, for eternity and in any manner they see fit, the Entry submitted to Sponsor, and to make derivative works from such materials solely in connection with the Scholarship (i.e., to create promotional materials). Each Entrant releases the Sponsor, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Scholarship, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsor for purposes of the Scholarship, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's video submission, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Terms & Conditions and the release forms. The Scholarship winner may be required to complete and execute additional documents and have third parties execute Sponsor's documents in connection with the rights granted to Sponsor as a condition of prize acceptance. In addition, by participating in the Scholarship and submitting an Entry, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's Video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law. Except as required by law or permitted pursuant to these Scholarship Terms & Conditions, the Sponsor will not share an Entrant's information with any third parties.

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.