

Ellucian Pathways Scholarship Official Rules

The Ellucian Pathways Scholarship Program (the "Program") is sponsored and administered by Ellucian Company L.P. ("Ellucian").

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. BY ENTERING, EACH APPLICANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISION OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.

ENTRY PERIOD. The Entry Period for the Program starts at 12.00 a.m. (E.D.T) on March 8, 2019 and will end at 11.59 p.m. (E.D.T.) on April 26, 2019 ("Entry Period").

ELIGIBILITY. You must meet all the following conditions to be eligible to participate (hereinafter, each an "Applicant"):

- At the conclusion of the Entry Period, you must be an enrolled student in good academic standing at the institution included in the application.
- Your institution must have an official guided pathways program.
- Directors, officers, and employees (and their respective relatives and household members) of Ellucian and its subsidiaries are not eligible to enter the Program. For the purposes of the Program, 'relatives' are defined as a spouse, partner, parent, legal guardian, in-law, grandparent, sibling, children and grandchildren. Eligibility decisions shall be made and determined by Ellucian in its sole discretion.

HOW TO ENTER. To enter, complete all the following steps (each, an "Entry"):

1. During the entry period, complete the online forms found at <https://www.ellucian.com/scholarship> (the, "Program Site") and upload your entry; (b) complete the entry form by inserting the information requested; and (c) submit your Entry by clicking on the "Submit Application" buttons.:
 - Full Name (required)
 - Title (required) – {*institution entry only*}
 - Email Address (required)
 - College or University Name (required)
 - Link to your college's guided pathways program artifact (required) – {*institution entry only*}
 - Link to video application conforming to submission criteria; one per applicant, maximum up to two minutes in length {*Student entry only*}
 - Complete the checkboxes certifying your participation

By clicking 'Submit Application', you will be required to agree that you have read these Official Entry Rules, and acknowledge your agreement with these Official Entry Rules, and acknowledge and accept that the personal information collected from you will be utilized as disclosed in these Official Entry Rules and in accordance with Ellucian's Privacy Statement.

PRIVACY. Ellucian will maintain the privacy of your personal information as described in its Privacy Statement <https://www.ellucian.com/Privacy/> and any consents you provide.

You acknowledge and agree that:

1. Ellucian may use the information you provide to send you communications, announcements and other information about Ellucian and the Program.
2. Ellucian may share your information with its employees with a need to know and your institution.

3. For purposes of processing your Entry, Ellucian may transfer your personal information to, and maintain your personal information in, the United States or any other country in which Ellucian and its affiliates or agents operate.
4. The information you provide in the Entry will be retained by Ellucian for up to 3 years unless a longer period is required for legal or regulatory requirements.

ENTRY RULES. The application video must (i) be the original work of the applicant and created specifically for the Program; (ii) not have been previously published or entered in any other competition or program; (iii) be suitable for display and publication, including for display and publication online (e.g. it may not be obscene or indecent, including but not limited to nudity or profanity; it must not contain obscene or pornographic material, it must not contain defamatory statements or messages (including but not limited to words, images, or symbols that are widely considered offensive to individuals of a certain race, ethnicity, gender, religion, sexual orientation or socioeconomic or other group); it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate or depict a violation of applicable laws and regulations); (iv) not contain content that infringes any third-party rights; and (v) must not be longer than two (2) minutes in length.

Your application video should not contain visible third-party logos, drawings, cartoons, phrases, trademarks or other third-party content or materials. If your application includes any third-party materials (including but not limited to, any copyrighted content or any trademark, logo or mark that identifies a brand), or otherwise violates or infringes (or may infringe) any copyright or trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or portrayal in a false light), Ellucian, at its sole discretion may disqualify your application.

Applicants must be a registered undergraduate student of an eligible institution as defined in the requirements. No individual submissions are permitted without being connected with an institution. Each applicant is allowed a total of one (1) Entry during the Entry Period. No substitutions of new videos or corrected pages will be accepted once you have submitted your original Entry. Applications will only be accepted through the official entry mechanism at [the Program Site](#). Entries will be effective on the day and time received by Ellucian. Applicants are responsible for any costs related to entering, including online access charges and data/usage charges if entering via a mobile device. Each wireless carrier's rate plan may vary, and you should contact your wireless carrier if you have questions regarding data plans and charges relating to your participation in the Program.

JUDGES AND JUDGING CRITERIA. Eligible Entries will be judged by designated employees of Ellucian. The decision of the judges and Ellucian will be final. The judges will select individual scholarship prize recipients from each institution among all eligible applications.

Applications will be judged in accordance with the following criteria: content, style, creativity, and effectiveness in the applicable entry topic category.

PRIZE. There will be twenty (20) prizes awarded to students consisting of USD\$5,000 each to be applied towards each winner's college expenses such as books, tuition, accommodation, fees etc. (the, "Prize").

All funds must be distributed and spent by December 31, 2020. All Prize money will be dispersed directly from Ellucian to the institution attended by the scholarship Prize recipient. The institution is responsible for administering the funds to the student's account. The institution is responsible for ensuring that the Prize funds are spent on costs related to attending college. Funds not distributed December 31, 2020 must be returned to Ellucian.

TAXES. The Prize may be taxable or non-taxable to the recipient, depending on use of the funds. All federal, state, and local taxes, fees, and surcharges, if any, in connection with the Prize are the sole responsibility of the recipient. Please consult your tax adviser for specific advice regarding the taxability of the Prize.

WINNER NOTIFICATION; PRIZE CONDITIONS. The potential winner(s) will be notified by email by May 9, 2019.

Prior to receipt of a Prize, the winner (including the associated institutions) must complete, sign, and return the following documents to Ellucian (collectively, the "Documentation"): (a) an IRS W-9 form; and (b) a declaration of compliance with these Official Rules, and a Liability Release and where lawful, a Publicity Release.

The Prize may be forfeited, and an alternate recipient selected if the applicant fails to respond to Ellucian notifications or if the Applicant's compliance with these Official Entry Rules cannot be verified to Ellucian's satisfaction. Any waiver of any obligation hereunder by Ellucian does not constitute a general waiver of any obligation to Applicants. Ellucian reserves the right to take any actions necessary to verify an Applicant's compliance with these Official Entry Rules before announcing the winner and/or awarding the Prize.

PUBLIC ANNOUNCEMENT OF THE OFFICIAL WINNER(S). Ellucian will publicly announce the winner(s) of the Program in May 2019

RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Ellucian reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program.

TECHNOLOGY. Ellucian is not responsible for any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the internet , or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an applicant's ability to participate.

OWNERSHIP OF ENTRIES. All Entries become the exclusive property of Ellucian. Each Applicant irrevocably assigns and transfers to Ellucian all rights in his or her entry, including, without limitation, all copyrights.

PUBLICITY. Except where prohibited by law, each Applicant grants to Ellucian, and those acting under Ellucian's authority, the royalty-free, irrevocable, and perpetual right to use, publish, and broadcast his/her first name, picture, image, likeness, voice, biographical information (including course of study, major, college, or university, etc.), and entry, for the purposes of advertising, marketing and promoting Ellucian, its products and its services, and/or in relation to publicity regarding the Program and/or future programs that may be sponsored by Ellucian, on a perpetual basis throughout the world and in any medium or format now existing or hereafter created, including but not limited to, internet streaming and downloading, on websites including Ellucian's websites, other digital transmission methods, mobile applications, television broadcasts, tradeshow, and in print, and on any platform including but not limited to televisions, computers, and mobile devices, without notice to, or consent or approval from, or any royalty, payment or other compensation to, the Applicant. The foregoing license grant includes the right and license to digitize,

modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to do any of the foregoing, with respect to the Applicant's Entry. Pursuant to the foregoing, each Applicant agrees to release, defend, indemnify and hold harmless Ellucian from and against any claims, damages or liability arising from or related to the use of his or her Entry, including but not limited to claims of defamation, invasion of privacy or rights of publicity or copyright infringement.

WARRANTIES. You warrant that your video application is your own original work and you have the right to submit your Entry in the Program and grant the required licenses to Ellucian. You agree not to submit any content that (a) infringes any third-party proprietary rights, intellectual property rights, rights of publicity or endorsement, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, local or provincial law.

DATA COLLECTION AND USE. Personal information will be collected during the Entry process. Any personal information collected shall be used by Ellucian and its agents for purposes of the administration and fulfillment of the Program and as otherwise described in these Official Entry Rules. In addition, you agree that Ellucian or its agents can contact you with periodic communications relating to future programs, or Ellucian's services, or other events/programs/service features, that Ellucian considers may be of interest to you. By submitting an Entry, you agree and acknowledge that you may be contacted by Ellucian via email or direct mail. You further agree and acknowledge that email communication shall not be considered to be unsolicited commercial email or spam. You may subsequently opt-out of receiving further communications from Ellucian as set forth in Ellucian's privacy policy.

DISCLAIMERS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ELLUCIAN, ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY "ELLUCIAN PARTIES") HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM, WITHOUT LIMITATION, (A) YOUR PARTICIPATION IN THE PROGRAM; (B) YOUR RECEIPT, USE OR REDEMPTION OF A PRIZE OR YOUR SHARE OF A PRIZE; OR (C) YOUR INABILITY TO RECEIVE, USE OR REDEEM THE PRIZE OR A SHARE OF A PRIZE, UNDER ANY THEORY OF LIABILITY CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER ANY ELLUCIAN PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE ELLUCIAN PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, WITH RESPECT TO THE PROGRAM OR THE PRIZE. IN NO EVENT WILL THE ELLUCIAN PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PROGRAM, THE PRIZE, OR THESE OFFICIAL RULES.

LIMITATION OF LIABILITY. IN NO EVENT WILL THE ELLUCIAN PARTIES' LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE PROGRAM OR THESE OFFICIAL RULES, UNDER ANY THEORY, EXCEED ONE HUNDRED DOLLARS (\$100).

INDEMNITY. You agree to release, indemnify, defend and hold Ellucian and its subsidiaries, and their respective directors, officers, employees, successors and assigns, and any other persons and organizations related to the Program, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that arise from your participation in the Program or acceptance or use of a Prize or share thereof, including without limitation (i) any condition caused by events beyond Ellucian's control that may cause the Program to be disrupted or corrupted; (ii) any claim that an Entry infringes a third party's intellectual property or proprietary rights; (iii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a

result of the Prize, or acceptance, possession, or use of the Prize, or from participation in the Program; (iv) any printing or typographical errors in any materials associated with the Program or any technical errors that may impair your ability to participate in the Program; (v) errors in the administration of the Program; or (vi) any non-compliance by you with these Official Entry Rules.

DISPUTES; MANDATORY ARBITRATION. The construction, validity, interpretation and enforceability of these Official Entry Rules along with the rights and obligations of you and Ellucian in connection with the Program, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A., without giving effect to the conflict of laws rules thereof. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Entry Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If there are any discrepancies or conflicts between printed, digital or other program materials, or any other written or verbal representations regarding the Program and these Official Entry Rules, the provisions of these Official Entry Rules will govern and control.

Except where prohibited by law, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Program, the Official Entry Rules, or any Prize awarded hereunder, shall be resolved individually, without resort to any form of class action.

If a claim is not otherwise resolved through direct discussions, it shall be resolved exclusively by final and binding arbitration administered without resort to any form of class action, by Judicial Arbitration and Mediation Services (JAMS), in accordance with its rules and procedures (the, "JAMS RULES"). The JAM RULES for selection of an arbitrator shall be followed except that the arbitrator shall be experienced and licensed to practice law in Pennsylvania. Any claim shall be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim of any other party.

All proceedings shall be conducted in the County of Philadelphia, Pennsylvania. The remedy for any claim shall be limited to actual damages and in no event, shall you be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim.

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. You agree to service of process by mail or other method acceptable under the laws of the State of Pennsylvania. **EACH APPLICANT IRREVOCABLY WAIVES ALL RIGHTS TO SEEK INJUNCTIVE OR EQUITABLE RELIEF OR ANY TRIAL BEFORE A JUDGE OR A JURY.**

SPONSOR. The sponsor of the Program is Ellucian Company L.P., 2003 Edmund Halley Drive., Suite 500, Reston, VA 20191.

LIST OF SCHOLARSHIP PRIZE RECIPIENTS. For the name(s) of the scholarship prize recipients of the Program, visit <https://ellucian.com/scholarship> by May 30, 2019.

ENTIRE AGREEMENT. Except as expressly provided herein, these Official Entry Rules set forth the entire understanding and agreement between you and Ellucian regarding, or related in any way to, the Program, and you acknowledge and agree that there are no other representations or agreements between you and Ellucian regarding the Program.