

2018/2019

Mapworks Scholarship Application Rules

Deadline: May 31, 2018

Skyfactor

Skyfactor Mapworks Scholarship Video Essay Contest

Official Rules

NO PURCHASE NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

PLEASE CAREFULLY READ THE FOLLOWING OFFICIAL RULES. BY ENTERING THE MAPWORKS SCHOLARSHIP VIDEO ESSAY CONTEST (THE "SCHOLARSHIP CONTEST") AND SIGNING THE ATTACHED AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY, YOU ACKNOWLEDGE AND AGREE, AMONG OTHER THINGS, THAT YOU HAVE REVIEWED, UNDERSTAND, AND AGREE TO BE BOUND BY THE OFFICIAL RULES. IF YOU DO NOT AGREE TO ABIDE BY THE OFFICIAL RULES, DO NOT ENTER THE SCHOLARSHIP CONTEST.

1. **ELIGIBILITY:** The Scholarship Contest is only open to individuals who are legal residents of one of the fifty (50) United States or the District of Columbia and who are at least eighteen (18) years of age as of the date of entry. In addition, entrants must: (i) attend a college or university that is a current Mapworks customer of EBI MAP-Works, LLC d/b/a Skyfactor; (ii) be enrolled at their college or university and will be enrolled at a college or university in the 2018/2019 academic year; and (iii) have participated in at least one Mapworks survey during the 2016/2017 or 2017/2018 school years.

Employees of EBI MAP-Works, LLC d/b/a Skyfactor (the "Sponsor"), any of the Sponsor's parent companies, subsidiaries and affiliates or any agents or contractors of the Sponsor who are involved in the operation of the Scholarship Contest, and members of the immediate family (spouse, parents, siblings, and children) or household of any such employee, are not eligible for entry into the Scholarship Contest. THE SCHOLARSHIP CONTEST IS VOID WHERE PROHIBITED.

2. **ENTRY PERIOD:** The entry period for the Scholarship Contest begins at 12:00 a.m. Central Standard Time ("CST") on April 20, 2018 and ends at 11:59 p.m. CDT on May 31, 2018 (the "Entry Period"). The Sponsor's computer is the official time keeping device for the Scholarship Contest.

3. **METHODS OF ENTRY:** During the Entry Period, you may enter the Scholarship Contest by fully completing an application (which shall be made available to you by your college or university) and submitting an original video of no shorter than 30 seconds and no longer than 3 minutes, spoken by you in English (the "Video Essay"). Your Video Essay must answer and/or address one (1) of the following three (3) questions:

i. How did Mapworks affect your college or university experience?

ii. What did you learn from the Mapworks student report and how did it help you?

iii. Was there a faculty/staff member that reached out to assist you based on information he/she received about you through the Mapworks program? How did that person's actions help you to be more successful?

To enter, during the Entry Period, submit your completed application and upload your video testimonial to <https://secure.boast.io/site/kudos/SKXAQN>. Entries must be received by the Sponsor through the designated portal by no later than 11:59 p.m. CDT on May 31, 2018. Proof of submission does not constitute proof of receipt. Materials submitted to the Sponsor in connection with



The Scholarship submissions will not be returned. There is a limit of one (1) entry per person and per email Address. No purchase is necessary to enter or win. All federal, state and local laws apply.

4. VIDEO ESSAY GUIDELINES: Each Video Essay must comply with the following guidelines:

- a. the Video Essay (including the copyright in the Video Essay) must be owned by the entrant;
- b. the Video Essay must not previously have been published or won an award;
- c. the Video Essay must be original and have been written solely by the entrant;
- d. the Video Essay must not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Scholarship Contest Entities (as defined in Section 9) requires a license or permission from any third party; and
- e. The Video Essay must not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public viewing.

By submitting a Video Essay, the entrant represents and warrants that the entrant has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the Video Essay and the use of the Video Essay as permitted pursuant to Section 9 of these Official Rules and to verify compliance with the foregoing requirements. Sponsor reserves the right in its sole discretion to confirm the accuracy of all Video Essays and to disqualify any entrant who submits a Video Essay that Sponsor determines does not or may not comply with these guidelines.

5. AWARD OF SCHOLARSHIP: Three winners (individually, a "Winner" or collectively, the "Winners") will each receive a scholarship in the amount of Five Hundred & 00/100 Dollars (\$500.00) which shall be granted to each of the three Winners at the beginning of the 2018/2019 academic year. The funds from each scholarship will be transferred directly from the Sponsor to the college or university of the Winner's choice and shall be applied during the 2018/2019 academic year to assist each Winner with the payment of his or her tuition. The scholarship award funds can be applied only to tuition for the Winner's attendance at the college or university identified in the Winner's Scholarship Award application during the 2018/2019 academic year. All taxes associated with the acceptance of the scholarship (including, without limitation, any income tax) are the responsibility solely of the Winners. An IRS Form 1099 will be issued to each Winner if required by law. All prize details will be determined by Sponsor in its discretion. Additional restrictions may apply. All expenses and costs associated with the acceptance or use of any prize that are not expressly specified in these Official Rules as being part of the prize are the responsibility of the winner. No substitution for or transfer of the right to receive any prize is permitted, except in the discretion of the Sponsor, which reserves the right to substitute a prize of equal or greater value.

6. JUDGING: The Winners will be selected by a panel of judges (the "Judges") designated by the Sponsor. The Sponsor reserves the right, in its sole discretion, to vary the number and composition of Judges. The Video Essays submitted by the entrants shall be judged blindly. Video Essays will be judged on both style and content. The Judges will look for material that is clear, articulate and logically organized. Winning Video Essays must demonstrate the significance Mapworks has had on the entrant's college experience. The selection of the Winners, the Sponsor's interpretation Of these Official Rules, and the Sponsor's decisions on all matters relating to this Scholarship Contest are final and binding. Each entrant agrees to



Adhere to and be bound by these Official Rules and all decisions of the Sponsor and the Judges relating to The Scholarship Contest.

7. WINNER NOTIFICATION: The Winner will be notified by electronic mail (sent to the email addresses Listed by the Winner on their application) on a date following May 31, 2018.

8. ODDS OF WINNING: Odds of winning depend upon the number of eligible entries received and the Quality of the Video Essays submitted.

9. GRANT OF RIGHTS: Entry constitutes an irrevocable grant of permission to the Sponsor, each of the Sponsor's parent companies, subsidiaries and affiliates (including, without limitation, EBI MAP-Works, LLC d/b/a Sky factor), the successors of each of the foregoing and the agents, contractors, licensees and designees of each of the foregoing (all of the foregoing, the "Scholarship Contest Entities"), to use and authorize the use of the entrant's name, likeness (including without limitation photographs and/or recordings of the entrant), voice and biographical information, and the Video Essay submitted by the entrant and all components thereof, including without limitation modifying, altering, excerpting or amending the Video Essay and/or creating derivative works based on the Video Essay or any component thereof, for purposes of trade, publicity or promotion and any other purpose, including commercial purposes, in all media and formats whether now known or later developed, throughout the world in perpetuity, without further notice, consent, approval or compensation (except where prohibited by law). Each entrant waives any right the entrant may otherwise have to review or approve any use of the entrant's name, likeness, voice, biographical information or Video Essay. **Video Essays are not confidential.**

10. GENERAL: The Sponsor reserves the right to cancel the Scholarship Contest without notice for any reason at its sole discretion. By entering the Scholarship Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Scholarship Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Scholarship Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Non-compliance with these Official Rules may result in disqualification. Any legal proceedings arising out of this Scholarship Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in New York, NY, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules. Sponsor reserves the right at its sole discretion to disqualify or prohibit from participating in the Scholarship Contest any individual who, in Sponsor's discretion, Sponsor determines or believes (a) has tampered with the entry process or has undermined the legitimate operation of the Scholarship Contest by cheating, hacking, deception or other unfair playing practices, or (b) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor, or (c) has attempted or intends to attempt any of the foregoing. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Scholarship Contest should a virus, bug, technical problem, entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Scholarship Contest. In the event of termination of the Scholarship Contest, a winner will be selected from among all eligible entries received prior to the time of termination.

11. RELEASE AND ASSUMPTION OF RISK: By entering, each entrant, on behalf of the entrant and his or her heirs, personal representatives, guardians and assigns, voluntarily and knowingly completely and forever releases, waives and discharges each of the Scholarship Contest Entities, and the

principals, members, directors, officers, employees and assigns of each of the foregoing (all of the foregoing, the "Released Parties") from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, that the entrant ever had, now has or might in the future have arising in any way from or related to this Scholarship Contest, including without limitation any claims, demands, injuries, costs, attorney fees, rights, liabilities or causes of action arising in any way from or relating to the entrant's participation in the Scholarship Contest, the acceptance or use of any prize, the use by any of the Scholarship Contest Entities of any Video Essay or any other exercise by any of the Scholarship Contest Entities of the rights granted herein (including, but not limited to, any use of an entrant's name, likeness, voice and/or biographical information). The foregoing release includes, without limitation, a release of any and all liabilities, claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any property damage or loss. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Scholarship Contest or the acceptance or use of any prize or travel to or participation in any prize- related activity.

12. **DISCLAIMERS:** The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or e-mails, incorrect or inaccurate capture of, damage to, or loss of entries, Video Essays or entry information or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Scholarship Contest. The Released Parties are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. The Released Parties are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Scholarship Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. **UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SPONSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE SCHOLARSHIP CONTEST OR PARTICIPATION THEREIN, INCLUDING WITHOUT LIMITATION ANY AND ALL DAMAGES RELATING TO THE SUBMISSION OF AN ENTRY OR INABILITY TO DO SO DUE TO ANY TECHNICAL MALFUNCTION OR ANY OTHER REASON WHATSOEVER. THIS EXCLUSION OR LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT THAT ANY APPLICABLE STATUTE PROHIBITS SUCH EXCLUSION OR LIMITATION OF LIABILITY.**

13. **HEADINGS.** The section headings contained in these Official Rules are inserted for convenience only and shall not affect in any way the meaning or interpretation of these Official Rules.

14. **SPONSOR:** EBI MAP-Works, LLC d/b/a Sky factor, 3058 E. Elm Street, Springfield, MO 65802.

## SKYFACTOR Mapworks

### Mapworks Scholarship Video Essay Contest

#### Affidavit of Eligibility and Release of Liability

The undersigned certifies and confirms that he or she entered the Mapworks Scholarship Video Essay Contest (the "Scholarship Contest") by completing the required Mapworks Scholarship Application.

I have read, understand and agree to comply with the Official Rules of the Scholarship Contest.

I am submitting this Affidavit and Release with the understanding that it will be relied upon to determine my eligibility for the Scholarship Contest. I understand that I have not yet been selected as a potential winner and that there is no guarantee I will be selected as a potential winner.

I affirm that:

- I am at least 18 years of age and am currently enrolled as a student at the college or university Identified in my Scholarship Contest application;
- I am not an employee of EBI MAP-Works, LLC d/b/a Sky factor (the "Sponsor"), any of the Sponsor's parent companies, subsidiaries or affiliates or any agent or contractor of the Sponsor who is involved in the operation of the Scholarship Contest, or a member of the immediate family (spouse, parents, siblings, and children) or household of any such employee;
- I have not engaged in any fraud or deception in entering the Scholarship Contest;
- I have complied fully with all of the Video Essay Guidelines contained in the Official Rules. Without limitation of the foregoing, I affirm and represent that: (a) the Video Essay that I submitted in the Contest (the "**Video Essay**") is truthful and accurate; (b) I own the Video Essay (including the copyright in the Video Essay); (c) the Video Essay has not previously been published or won an award; (d) the Video Essay is original and was written solely by me; and (e) the Video Essay does not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations.

I understand that the prize offered in the Scholarship Contest is a scholarship in the amount of Five Hundred & 00/100 Dollars (\$500.00) which shall be granted to each of the three winners at the beginning of the 2018/2019 academic year and transferred directly from the Sponsor to a university or college of the Winner's choice and shall be applied during the 2018/2019 academic year to assist each Winner with the payment of his or her tuition. The scholarship award funds can be applied only to tuition for the Winner's attendance at the college or university identified in the Winner's Scholarship Award application during the 2018/2019 academic year. I understand that additional terms and conditions, including those set forth in the Official Rules, apply with respect to the scholarship award and acknowledge that if I am selected as a Winner the award will be subject to all such terms and conditions. If I am selected as a Winner, I will be responsible for all taxes associated with the acceptance of the scholarship (including, without limitation, any income tax).

In consideration for my participation in the Contest, I hereby irrevocably grant permission to the Sponsor, each of the Sponsor's parent companies, subsidiaries and affiliates (including, without limitation, Educational Benchmarking Inc.), the successors of each of the foregoing and the agents, contractors, licensees and designees of each of the foregoing (all of the foregoing, the "Scholarship Contest Entities"), to use and authorize the use of my name, likeness (including without limitation photographs and/or recordings of me), voice and biographical information, and the Video Essay submitted by me and all components thereof, including without limitation modifying, altering, excerpting or amending the Video Essay and/or creating derivative works based on the Video Essay or any



component thereof, for purposes of trade, publicity or promotion and any other purpose, including commercial purposes, in all media and formats whether now known or later developed, throughout the world, without further notice, consent, approval or compensation (except where prohibited by law). I waive any right I may otherwise have to review or approve any use of my name, likeness, voice, biographical information or Video Essay.

In consideration for my participation in the Contest, for myself and on behalf of my heirs, personal representatives, guardians and assigns, voluntarily and knowingly completely and forever releases, waives and discharges each of the Scholarship Contest Entities (as defined in the Official Rules), and the principals, members, directors, officers, employees and assigns of each of the foregoing (all of the foregoing, the "Released Parties") from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, that I ever had, now have or might in the future have arising in any way from or related to this Scholarship Contest, including without limitation any claims, demands, injuries, costs, attorney fees, rights, liabilities or causes of action arising in any way from or relating to participation in the Scholarship Contest, the acceptance or use of any prize, the use by any of the Scholarship Contest Entities of any Video Essay or any other exercise by any of the Scholarship Contest Entities of the rights granted herein (including, but not limited to, any use of my name, likeness, voice and/or biographical information). The foregoing release includes, without limitation, a release of any and all liabilities, claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to me or any other person or any property damage or loss.

I agree that if any statement made by me in this Affidavit and Release is false, then, in addition to any other remedies that may be taken against me; I will immediately return to the Sponsor upon demand any prize that may be awarded to me or its cash equivalent.

Agreed to and signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_

Completed Mapworks Scholarship Application Rules should be returned to Kimberly Gibson, Skyfactor Marketing Manager at [Kimberly.Gibson@macmillan.com](mailto:Kimberly.Gibson@macmillan.com)