

OFFICIAL RULES

Scholarship & ESPY Experience Competition Presented by Game Changers

Sponsored by Game Changers LLC (the "Sponsor").

The ESPY Experience Competition Presented by Game Changers (as described below the "Competition" is being marketed to school districts throughout the United States and their outstanding student athletes. The Competition will begin September 1, and will accept all community service hours and grades until June 1. **ONLY GRADES AND COMMUNITY SERVICE HOURS EARNED/WORKED BETWEEN SEPTEMBER 1 AND JUNE 1 OF FOLLOWING YEAR WILL BE CONSIDERED AS A VALID SUBMISSION.** Subject to and in accordance with the rules / terms and conditions set forth below (the "Official Rules"), at the conclusion of the Competition, up to two (2) students will each receive: (i) USD \$1,000 in scholarship money to be applied at a college or university of their choosing; and (ii) the "VIP ESPY Experience", which will include (a) round-trip airfare to, and a up to four (4) days, three (3) nights stay with lodging accommodations in Los Angeles, CA, on or around the month of July, (exact travel dates to be determined); (b) one (1) entry ticket to attend the ESPY Awards Show; and (c) a college tour at a college/university in the California area (the "**Student Athlete Prize**"). *Depending on a minimum 50 schools at 80% athlete participation will put into motion the "**Chapter Prize.**" One high school Game Changers' chapter has the opportunity to be awarded a USD \$1,000 stipend to be used towards End of year award's ceremony, pins, recognition letters, and chapter renewal fee. The "**Chapter Prize**" works in concert with the **Student Athlete Prize**, the "Prizes").

This Competition is being offered to increase the grades, volunteerism, and leadership skill set while decreasing disciplinary infractions in a student's school experience as we can acknowledge there is always room for improvement. The team at Game Changers LLC believes that the "**Competition**" will propel students, parents, school districts, and the community at large towards making that improvement a reality. *Successful students produce more productive communities.*

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE COMPETITION. ENTRANTS WHO ARE MINORS: YOU MUST OBTAIN THE CONSENT OF YOUR PARENTS OR LEGAL GUARDIAN BEFORE ENTERING THE COMPETITION. ENTRY TO THE COMPETITION IS FREE AND NO PAYMENT OR DONATION TO SPONSOR WILL IMPROVE THE CHANCES OF WINNING THE COMPETITION.

1. ELIGIBILITY:

- a) For individuals, the Competition is open to all athletes who are; (i) currently in their freshman, sophomore, junior or senior year of high school; (ii) a legal resident of the United States; (iii) at least 14 years of age by June 1; and (iv) no older than 19 years of age on June 1 of their senior year, ("**SA Eligible Entrant**"). Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses) of Sponsor and its respective affiliates, subsidiaries, divisions, advertising and promotion agencies are not eligible to enter the Competition.
- b) For Game Changer's chapters, the Competition is open to any chapter of Game Changers associated with a high school that is recognized as a valid or accredited educational institution by their respective state and for which a valid Submission (as described and defined herein) has been made by each chapter advisor, athletic director (or person that holds a similar position) ("**Chapter Eligible Entrant**" and together with SA Eligible Entrants, "**Eligible Entrants**").

2. VALID SUBMISSIONS:

- a) Eligible Entrants wishing to make a submission to enter the Competition must complete the online application located on Game Changer's website: WeAreGC.org. A "**Submission**" no later than 5:00 PM EST on June 1st, (the "**Submission Deadline**"). Sponsor shall be the official timekeeper for purposes of the Competition. Eligible Entrants may only complete one Submission. Submission Deadline may be extended at the sponsor's discretion.
- b) By completing a Submission, Eligible Entrant agrees to comply with these Official Rules, including all eligibility requirements. Incomplete Submissions will be deemed not received by the Submission Deadline, and therefore void. Sponsor shall not be responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected Submissions.
- c) By making a Submission (including any content / materials subsequently added to such Submission or provided to Sponsor in relation to the Competition), each Eligible Entrant agrees that Sponsor shall unconditionally and irrevocably own the content of the Submission including all rights embodied therein and that Sponsor and its designees may use, publish, adapt, modify, combine, or dispose of the Submission or elements thereof online, in print, film, television, or any other media now or hereafter without additional compensation or notification to, or permission from, the Eligible Entrant.
- d) All Submissions (including subsequent material added to a Submission after the Submission Deadline) must:
 - (i) Utilize English as the primary language;
 - (ii) be the original work of the Eligible Entrant;
 - (iii) not infringe upon any third party proprietary rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate any applicable laws;
 - (iv) not include the display and or consumption of alcohol or tobacco products, firearms, prescription drugs, illegal drugs, drug paraphernalia, offensive or pornographic material, or any other content deemed by Sponsor, in its sole discretion, to be inappropriate;
 - (v) not utilize live animals unless the Eligible Entrant has obtained the express consent of the animal's owner and an affidavit from the owner or wrangler of the animal that such animal was not harmed in the making of the video. Eligible Entrants who wish to use animals are encouraged to contact the local Humane Society for guidance prior to filming in order to create appropriate safeguards; or
 - (vi) not contain any copyrighted works (including music) other than those owned by the Eligible Entrant.
- e) Eligible Entrants who complete the Submission by the Submission Deadline and own the e-mail address associated with the relevant Submission shall be deemed by Sponsor to be the valid participant in the Competition (the "**Competition Participant**"); provided, however, that an email address in the name of the parent or legal guardian of an Eligible Entrant shall be deemed to be "owned" by such Eligible Entrant for purposes of the Competition.

3. ROUND OF 50 SELECTION:

- a) By May 15th, Sponsor, may in its sole discretion select up to 50 Submissions from amongst the Competition Participants and up to 10 Submissions from amongst the Chapter Competition Participants (chosen Competition Participants together with chosen Chapter Competition Participants, the **"Second Round Participants"**).
- b) Sponsor shall choose the Second Round Participants based on their academic performance, community service, commitment to sports and sportsmanship and positive online activity relating to the relevant Submission (including but not limited to "likes" associated with various posts made).
- c) For Competition Participants to be eligible to be chosen by Sponsor as a Second Round Participant he/she must:
 - (i) have maintained, and be able to verify at discretion of Sponsor, a cumulative 3.0 GPA, and not less than a 2.5 GPA in any grading period, thus far, during the current academic school year; and
 - (ii) have completed, and be able to verify at the discretion of Sponsor, at least 30 volunteer/community service hours, thus far, during the current academic school year.

4. WINNER SELECTION AND NOTIFICATION:

- a) On June 12th, Sponsor will select up to two (2) Competition Participants and/or one (1) Chapter Competition Participant from the Second Round Participants as winners of the Competition (together, the **"Winners"**).
- b) Chapter Competition will be based on a cumulative GPA of student athletes for the current academic year to be at a 2.8 GPA and their participation in a community service initiative which will be announced via sponsors website, and or social media, and or email. The Chapter competition will be judged on the aforementioned qualifiers, and a 2-3 minute video submission of said community service initiative. The Chapter community service initiative will be announced the first week of June.
- c) Sponsor shall choose the Winners in its sole discretion and its decision shall be final and binding.
- d) Sponsor will notify the Winners by phone, e-mail, and/or direct messaging. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary.
- e) Each Winner; (i) is limited to receiving one Prize; (ii) will be required to sign (or parent or guardian of minor on behalf of Winner) a release and affidavit for the Prize; and (iii) will have up to seventy-two (72) hours after notification is sent by Sponsor to claim the Prize.
- f) **For Competition Participant Winners**, the total estimated retail value of each Student Athlete Prize is USD \$4850.00 and does not include any other expenses not expressly stated as included herein. Airline, lodging (double occupancy room shared between Competition Participant Winners of the same gender), and choice of ESPY Awards Show ticket seat to be chosen and arranged by Sponsor in its sole discretion. Meal expenses, all tips, gratuities, and other incidentals or costs are **not** included as part of the Student Athlete Prize. Travel restrictions, conditions and other limitations may apply. Travel arrangements are subject to availability and

must be round-trip. Sponsor shall not be responsible for any damage to baggage or any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any element of the Student Athlete Prize or associated with the Student Athlete Prize. Winner must possess valid travel documents in order to travel. If a Winner is not available or able to travel on the dates specified by Sponsor, Winner's: Student Athlete Prize, may be rescinded by Sponsor and an alternative Winner may be selected by Sponsor from the remaining Competition Participants.

- g) No substitution or transfer of Prizes shall be permitted, except at the sole discretion of Sponsor. If a Prize or portion thereof is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value.
- h) By claiming any Prize, each Winner (including the Chapter Competition Participant's high school) authorizes the use, without additional compensation, of his or her name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture data storage) that Sponsor may deem appropriate.

5. SCHOLARSHIP

To ensure that some form of financial assistance will be available over a four-year tenure of a student's college experience; as well as, to ensure the integrity that the funds awarded are being spent on a student's education without cash withdraw; Game Changers will disseminate the award in four equal payments, not to exceed the total sum awarded, after the first grading period of each year to the Winner's college/university of attendance. It is the Winner's responsibility to send a confirmed first term of grades (showing full time schedule), university's name and address, and student's ID number.

TERMS & CONDITIONS

- a) By applying for a Game Changers scholarship and/or accepting the scholarship award, the applicant and/or recipient agrees to the following terms and conditions. Failure to abide by any of the following terms and conditions shall result in either disqualification or termination of the scholarship award.
- b) Game Changers treats this tuition scholarship, in the form of a non-cash award, as non-taxable income. However, the recipient is encouraged to seek independent counsel from a certified tax consultant as the recipient is responsible for all other costs, liabilities, and obligations including any applicable taxes from the award of this scholarship as Federal laws may change and laws vary from state to state. Game Changers makes no representations with respect to the taxability of this award and Game Changers may change its treatment of the scholarship for tax purposes in its sole discretion.
- c) All scholarships are awarded on the basis that scholarship recipient(s) will maintain an enrolled, full-time status at an accredited academic institution of higher education. The student's scholarship may be terminated if his/her/their enrollment status changes. The Scholarship award recipient must notify Game Changers in writing if Entrant chooses to withdraw from their specified academic institution during a term or chooses not register for a subsequent term. Scholarship award is based on a full-time course load (12 credit hours, undergraduate). Should recipient drop, receive a W-grade or otherwise fail to complete a course for which the scholarship, or a portion of the scholarship, has been used to pay towards tuition/books; in no event will any cash refund be given at any time.
- d) To retain the scholarship, Entrant must adhere to the academic and administrative policies of the school/education institution at which he/she/they are enrolled. The scholarship will be

terminated and funds must be sent back to Game Changers if the recipient does not remain in satisfactory academic standing as defined by the academic institution. The scholarship will also be terminated if recipient does not remain in good disciplinary standing as defined by the recipient's academic institution Code of Conduct, and may not be placed on academic disqualification or denied admission and/or as interpreted in showing poor ethical character by Game Changers Board of Directors.

- e) During the term of the scholarship, the recipient shall notify Game Changers immediately if he/she/they are convicted of a crime, excluding traffic offenses. Recipient acknowledges that said conviction may impact this scholarship, in Game Changers sole discretion.
- f) Recipient acknowledges and agrees that he/she/they will not portray Game Changers or any affiliates in a negative, harmful, disparaging, offensive or otherwise inappropriate manner as determined in Game Changers' sole discretion. Nor will recipient associate Game Changers or any affiliates in any way with content related to tobacco, alcohol, illegal drugs or sexually explicit material or engage in conduct that is immoral or illegal that results in a criminal conviction.
- g) Each scholarship recipient will be awarded \$1,000 over the course of their undergraduate academic career. Installments of \$250 will be dispersed each academic year, OR \$1,000 over the course of their undergraduate academic career. Installments of \$250 will be dispersed each academic year—either award schedules will follow the first grading period of the academic institution. It is the responsibility of the Entrant to notify Game Changers of the end of the 1st grading period by submitting a transcript or report card via mail or email; which will confirm student's status, grades, institution name and student ID#. The Scholarship recipient understands the award is offered to supplement the recipient's own resources for payment of his/her/their educational costs. Scholarship recipient agrees to use the funds awarded by Game Changers for educational expenses: tuition, fees, campus room & board, books, and other necessary institutional charges as defined by the academic institution.
- h) At the completion of each academic year, for the duration of the scholarship recipient(s) tenure at their institution of higher learning, he/she will be required to provide a letter detailing how the scholarship funds have been spent. It is the responsibility of the scholarship recipient to provide this letter to Game Changers before the beginning of the next academic school year. Failure to submit a letter two weeks after that academic year, may result in delay of future payments to the recipient's school.
- i) Requests for deferment of scholarship will be determined on an individual basis and at the discretion of the Game Changers. Scholarships will not be paid while students are on leave of absence or temporary withdrawal from their course of study.
- j) In special circumstances that a student graduates in less than four years, a letter must be written to Game Changers requesting that any remaining award funds to please be applied to the student's tuition or graduation fees. Submission of such a letter to the Board does not guarantee the funds will be applied to the balance. Game Changers Board will vote and give a final decision for said exception. A student could forfeit his/her/their remaining scholarship if any term shorter than a four-year term is completed.
- k) These terms and conditions are in addition to any other terms and conditions set forth in any other part of this document. Any necessary determination, or clarification, as to the interpretation or to the application of a particular term shall be made by Game Changers for Scholarship Excellence officials in their sole discretion. Furthermore, Game Changers reserves the right in its sole discretion to make any changes or modifications to the scholarship, including but not limited to, the criteria, the selection process, the deadline dates, and the terms and conditions which may or may not be reflected on Game Changer's website.

- l) Any violation of these scholarship terms and conditions, as determined in Game Changers sole discretion, will result in disqualification of the scholarship and/or termination of the scholarship award. Recipient acknowledges and agrees that he/she/they shall have no right to appeal or contest the decision of Game Changers to terminate the scholarship as set forth herein. Any unused portion of the Scholarship will be returned to Game Changers and is non-transferable.
- m) In the event that any provision of the scholarship terms and conditions shall be held void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect.

6. ADDITIONAL RULES TERMS AND CONDITIONS:

- a) **Interpretation of Official Rules:** All interpretations of these Official Rules and decisions made by Sponsor relating to the Competition shall be made in Sponsor's absolute discretion and are final. By participating in the Competition, all participants agree to be bound by the decisions of Sponsor. Sponsor reserves the right to disqualify any participant or Winner and may refuse to award a Prize to a person or entity who/that is ineligible or has violated any rule, displayed immoral conduct, gained unfair advantage in participating in the Competition, or obtained Winner status using fraudulent means. Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Competition and their decisions concerning such disputes shall be final. If the conduct or outcome of the Competition is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of Sponsor, Sponsor reserves the right to terminate this Competition, or make such other decisions regarding the outcome as Sponsor may deem appropriate in its absolute discretion. Sponsor may waive any of the Official Rules in its sole discretion.
- b) **Cancellation/Suspension of Competition:** Sponsor reserves the right not to award any Prizes if none of the Submissions received by it meet the stated Competition criteria, in Sponsor's sole discretion. Further, Sponsor reserves the right to modify, suspend, or terminate the Competition in whole or in part by giving notice of such, in any form and manner deemed appropriate by Sponsor. Should the Competition be modified, suspended, or terminated as aforesaid, the Prizes may nevertheless be awarded in accordance with these Official Rules. If Winner has an interruption of ESPY experience due to health, misconduct, or personal emergency—it is the student's responsibility to pay for their transportation expenses back to their home, and may jeopardize their scholarship depending on said cancellation/disruption.
- c) **Limitation of Liability:** Each person that makes or attempts to make a Submission hereby agrees that by taking such actions, he/she, its, or their heirs, successors and assigns (each a "Covered Person") covenants not to make a claim against or sue Sponsor, thereby releases, forever discharges Sponsor and its parents, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns, of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which such Covered Person may have or hereafter have against Sponsor by reason of any injuries or damages such Covered Person may sustain, whether to Covered Person's physical body, property, reputation, or otherwise, as a result of, incident to, or related in any way to the Competition. Each Covered Person waives and foregoes the right to seek injunctive relief against Sponsor or relating in any way to the Competition. Each Covered Person agrees to indemnify and hold harmless Sponsor from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorney fees) and expenses arising in connection with any Submission made or attempted to be made by such Covered Person. Sponsor takes no responsibility and assumes no liability for any omissions, acts or damages that may result from the preparing of materials to submit to the Competition. Sponsor stresses that minors and other producers safely conduct their projects and avoid potentially dangerous production situations that

put crew, actors, the public or any other persons or animals at risk. To assure the safety of participants, adult supervision is strongly encouraged.

- d) **Disputes:** Subject to subsection (c) above, as a condition of participating in or attempting to participate in the Competition, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Competition, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the state of Ohio having competent jurisdiction, which Court shall apply the laws of the state of Ohio without regard for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will a participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering the Competition), and entrant further waives all rights to have damages multiplied or increased.
- e) **Taxes:** Any applicable federal and/or state taxes applied to the Prizes are the sole responsibility of each Winner. Therefore, each Winner may be required to provide his/her/its social security number and / or other tax ID number and may be issued a 1099 at the end of the year for tax purposes. The Prizes have no cash redemption value and must be claimed in person within the designated timeframe and at the designated location and by the means specified by Sponsor.
- f) **Dates:** The Competition will begin September 1st. This date is set to accommodate as many school start dates as possible, as well as make a uniform date for all participants. Grades and volunteer hours that are to be considered **MUST** fall between August 1, and June 1 of the same academic year. Exceptions past the June 1 date may include, but are not limited to school makeup days due to natural disasters, weather, etc. High school, learning dates past the June 1 deadline, may require further documentation by the Entrant's Board of Education or Trustees.
- g) **Website Conduct:** Sponsor is not in partnership with Facebook, YouTube, Twitter, Instagram or any social media forum not directly expressed as such, within these Official Rules. Nevertheless, if an Eligible Entrant chooses to use said media or any other form of social media, Sponsor strongly encourages such Eligible Entrant to visit the company's code of conduct when doing so. The below links are an example of but not all inclusive of all social media codes of conduct that should be taken into advisement.
- <https://www.facebook.com/communitystandards>
<https://help.instagram.com/477434105621119/>
<https://engineering.twitter.com/opensource/code-of-conduct>
- h) **Winner's List:** To obtain the names of the Winners, available after June, mail a self-addressed stamped envelope to: "Game Changers" at 125 W. Market Street, Warren, OH 4448. Write as applicable, "Winner's List" on the lower left hand corner of the envelope.

Student Name _____	_____	_____
Print	Sign	Date
Parent Name _____	_____	_____
Print	Sign	Date
GC Executive Director _____	_____	_____
Print	Sign	Date