

WE ARE THE INDEPENDENTS SCHOLARSHIP SWEEPSTAKES

Official Rules

1. **NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** The “We are the Independents Scholarship Sweepstakes” (the “Sweepstakes”) is available July 1, 2019, through March 31, 2020 (the “Sweepstakes Period”). To enter, visit www.wearetheindependents.com during the Sweepstakes Period and enter your email address, and complete the online entry form. Entrants may receive additional entries by, during the Sweepstakes Period, going on a campus visit at any Sponsor member institution, taking a “selfie” on campus, and posting the selfie to Twitter using the WeAretheIndependents hash tag. Only one name and entry per member institution campus visit is allowed. To earn additional entries without visiting a member institution campus, entrants may submit a short statement (200 characters or less) telling us why you are interested in (name of college or university) and include two factors about the campus that influenced your interest. Statements may be sent to mlevey@michigancolleges.org. There is a limit of fifteen (15) total entries allowed per person. All entries become the property of Sponsor.

2. **Eligibility.** Open only to students enrolled as juniors or seniors in high school, who are legal residents of the state of Michigan, Indiana, Ohio, or Illinois. Void where prohibited, taxed, licensed, or restricted by law. All federal, state and local laws and regulations apply.

3. **Drawing.** On or about March 31, 2020, Sponsor will hold a random drawing to select eight winners from among all qualifying entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Many will enter, few will win.

4. **Prizes.** Winners will each receive a certificate for a \$2,000 scholarship which may be used at one of Sponsor’s member institutions (approximate total retail value of \$2,000). The scholarship is a one-time, non-renewable scholarship for first-time students only. Sponsor will hold the scholarship funds for disbursement to the member institution the winner attends upon confirmation of the winning student’s enrollment. Scholarship must be utilized in the semester immediately following the winner’s high school graduation (ex: for winners graduating in the spring of 2020, the scholarship must be used in the fall 2020 semester.) Prize is only valid for use at a Sponsor member institution. All other costs of enrolling at and attending Sponsor member institution, including without limitation remaining tuition, room and board, and cost of books and other supplies are the sole responsibility of the prize winner. All prizes will be awarded. Prize is not transferable and may not be redeemed for cash. Total approximate retail value of all prizes is \$16,000.00.

5. **General Conditions.** Sponsor will notify potential winners by mail and/or phone within ten (10) days of the prize drawing at the address or phone number listed on the entry. If the winner cannot be located or does not respond to claim the prize within ten (10) days, the prize will be awarded to an alternate winner drawn from all remaining qualifying entries. Any federal, state and local taxes are the sole responsibility of the winners. Winners may be required to sign a Prize Winner’s Affidavit of Eligibility and Release Form prior to receipt of prize. In the event of noncompliance, an alternate winner will be selected. By acceptance of prize, winners agree without limitation to the use of their name, photograph and/or likeness for publicity purposes without any additional compensation, except where prohibited by law. No substitution of prizes is permitted, except that the sponsor reserves the right to substitute a prize of equal or greater value in the event the prize cannot be awarded as stated. Prizes are transferable at the sole discretion of the Sponsor. Entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Sweepstakes. By participating in the Sweepstakes, entrants agree that Sponsor, Sponsor’s member institutions, and each of their respective representatives, agencies, affiliates, subsidiaries, directors, officers and employees (the “Released Parties”) shall have no liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession, use, misuse, or ownership of any prize or technical, hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or

programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an entrant's ability to participate in the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. Sponsor is not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to errors in the advertising, Official Rules, selection and announcement of the winners and distribution of the prizes. Sponsor reserves the right to terminate or amend the Sweepstakes, in whole or in part, at any time without notice, if any factor, including without limitation non-authorized human intervention, interferes with its conduct as contemplated by these Official Rules, in which event, all future monthly drawings will be cancelled, and a final monthly winner will be selected from all eligible entries received to that point. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

6. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES OR ACCESS TO OR USE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, each entrant agrees (except where prohibited) that, by entering the Sweepstakes, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or the prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, any punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages other than damages for actual out-of-pocket expenses (if any).

7. Force Majeure. Without limiting any other provision in these Official Rules, the Released Parties are not responsible for or liable to any entrant or winner, or any person claiming through such entrant or winner, for failure to supply the Prize or any part thereof due to any Sweepstakes activity or being affected, as determined by Sponsor in its sole discretion, by reason of (without limitation), (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasigovernmental entity or authority (whether or not the law, rule, action, regulation, order or request proves to be invalid); or (c) any other cause beyond the reasonable control of the Released Parties, whether or not specifically mentioned above.

8. Governing Law. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF

MICHIGAN WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in, or closest to, Kent County, Michigan. The parties agree not to raise the defense of forum non conveniens.

9. **Privacy.** Personal information collected from entrants during the Sweepstakes Period is subject to Sponsor's privacy statement available below. Subject to an entrant's decision to opt-out, by entering the Sweepstakes, each entrant understands that Sponsor and its member institutions may contact the entrant with additional information about its programs and services.

10. **Winner's List.** Names of winners and/or a copy of these Official Rules are available upon request by sending a self-addressed, stamped envelope to Michigan Colleges Alliance, 26555 Evergreen Road, Suite 1210, Southfield, MI 48076 no later than April 30, 2020.

11. **Sponsor.** Sponsored by Michigan Colleges Alliance, 26555 Evergreen Road, Suite 1210, Southfield, MI 48076.

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter.